# 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): January 30, 2013**

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

| **Delaware** | **0-25346** | **47-0772104** |
|---|---|---|
| **(State or other jurisdiction of incorporation)** | **(Commission File Number)** | **(IRS Employer Identification No.)** |

**3520 Kraft Rd, Suite 300**
**Naples, FL 34105**
**(239) 403-4600**
**(Address of principal executive offices) (Zip Code)**

**Registrant's Telephone Number, Including Area Code: (646) 348-6700**

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

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))

**Item 1.01 Entry into a Material Definitive Agreement.**

On January 30, 2013, ACI Worldwide, Inc., a Delaware corporation ("ACI"), Ocelot Acquisition Corp., a Delaware corporation and direct wholly owned subsidiary of ACI ("Purchaser"), and Online Resources Corporation ("ORCC") entered into a Transaction Agreement (the "Transaction Agreement") providing for the acquisition of ORCC by ACI. The board of directors of ORCC has unanimously (i) approved and declared advisable the Transaction Agreement and the transactions contemplated by the Transaction Agreement, including each of the Offer (as defined below) and the Merger (as defined below), in accordance with the requirements of Delaware law and (ii) resolved to recommend that the stockholders of ORCC accept the Offer and tender their ORCC Shares (as defined below) to Purchaser pursuant to the Offer. The boards of directors of ACI and Purchaser have approved and declared advisable the Transaction Agreement, the Offer, the Merger and the transactions contemplated thereby in accordance with the requirements of Delaware law.

Pursuant to the Transaction Agreement, and upon the terms and subject to the conditions described therein, ACI has agreed to cause Purchaser to commence a tender offer (the "Offer") as promptly as practicable after January 30, 2013, for all of ORCC's outstanding shares of common stock, par value $0.0001 per share (the "ORCC Shares"), at a purchase price of $3.85 per ORCC Share in cash, without interest, less any applicable withholding taxes (the "Offer Price"). The obligation of ACI and Purchaser to consummate the Offer is subject to the condition that there be validly tendered in accordance with the terms of the Offer and not validly withdrawn prior to the expiration date of the Offer that number of ORCC Shares that, together with any other ORCC Shares beneficially owned by ACI or its subsidiaries, constitutes a majority of all of the ORCC Shares outstanding and entitled to vote in the election of directors, on a fully diluted basis on the date of purchase (which assumes conversion or exercise of all derivative securities of ORCC, regardless of the conversion or exercise price or other terms and conditions of such securities). The consummation of the Offer is also subject to the satisfaction of other customary conditions, including the expiration of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, in accordance with the terms of the Transaction Agreement and the absence of a material adverse effect. The consummation of the Offer is not subject to any financing condition.

Following the completion of the Offer, and subject to the terms and conditions of the Transaction Agreement, Purchaser will be merged with and into ORCC (the "Merger"), with ORCC surviving as a wholly owned subsidiary of ACI. At the effective time of the Merger, each ORCC Share issued and outstanding immediately prior to such effective time (other than (i) ORCC Shares then owned by ACI, ORCC or any of their respective direct or indirect wholly owned subsidiaries and (ii) ORCC Shares that are held by any stockholders who properly demand appraisal in connection with the Merger) will cease to be issued and outstanding, will be cancelled, will cease to exist and will be converted into the right to receive an amount in cash equal to the same amount in cash per ORCC Share that is paid pursuant to the Offer, without interest, less any applicable withholding taxes. Each share of Series A-1 Convertible Preferred Stock issued and outstanding immediately prior to the effective date of the Merger beneficially owned by ACI will remain outstanding after the effective time of the Merger.

ORCC granted to Purchaser under the Transaction Agreement an irrevocable option (the "Top-Up Option"), exercisable after the consummation of the Offer and prior to the effective time of the Merger, to purchase at a price per ORCC Share equal to the Offer Price up to that number of newly issued ORCC Shares (the "Top-Up Option Shares") from ORCC at a per ORCC Share purchase price equal to the Offer Price that, when added to the number of ORCC Shares owned by ACI and Purchaser at the time of exercise of the Top-Up Option, constitutes 90% of the number of ORCC Shares that will be outstanding immediately after the issuance of the Top-Up Option Shares. If ACI and Purchaser acquire, together with the ORCC Shares held by ACI, Purchaser and any other subsidiary of ACI, at least 90% of the outstanding ORCC Shares and at least 90% of the shares of Series A-1 Convertible Preferred Stock, they

will complete the Merger through the "short form" procedures available under Section 253 of the General Corporation Law of the State of Delaware. The obligation of ORCC to deliver Top-Up Option Shares upon the exercise of the Top-Up Option is subject to certain customary conditions, including that (i) at the time of exercise, Purchaser owns more than 50% of all of the ORCC Shares outstanding and entitled to vote in the election of directors, on a fully diluted basis (which assumes conversion or exercise of all derivative securities of ORCC, regardless of the conversion or exercise price or other terms and conditions of such securities) but less than 90% of the ORCC Shares then-outstanding, (ii) upon exercise of the Top-Up Option, the number of ORCC Shares owned, directly or indirectly, by ACI or Purchaser constitutes 90% of the number of ORCC Shares that will be outstanding immediately after the exercise of the Top-Up Option, (iii) the number of Top-Up Option Shares issued pursuant to the Top-Up Option may in no event exceed the number of authorized and unissued ORCC Shares not otherwise reserved for issuance for outstanding ORCC stock options or other obligations of ORCC, and (iv) Purchaser has accepted for payment all ORCC Shares validly tendered in the Offer and not validly withdrawn.

The Transaction Agreement contains representations, warranties and covenants customary for a transaction of this nature.

ORCC may terminate the Transaction Agreement under certain circumstances, including to accept, and enter into a definitive agreement with respect to, a bona fide proposal or offer by an unaffiliated third person to acquire 50% or more of the ORCC Shares (giving effect to the conversion of ORCC's Series A-1 Convertible Preferred Stock), assets, businesses, securities or ownership interests (including the securities of any subsidiary of ORCC) on terms that the board of directors of ORCC determines in good faith, after consultation with ORCC's financial and legal advisors, and considering such factors as the board of directors of ORCC considers to be appropriate (including the conditionality and the timing and likelihood of success of such proposal or offer), are more favorable to ORCC's stockholders than the transactions contemplated by the Transaction Agreement and that the board of directors of ORCC determines in good faith, after consultation with ORCC's financial and legal advisors, is reasonably likely to be completed, taking into account all financial, regulatory, legal and other aspects of such proposal or offer (including the timing and likelihood of consummation thereof) (a "Superior Proposal"). Such termination is subject to the conditions that ORCC has otherwise complied with certain terms of the Transaction Agreement, including notice by ORCC to ACI of ORCC's intention to terminate the Transaction Agreement and accept the Superior Proposal, the opportunity of ACI to revise the terms of the Offer, the determination by the board of directors of ORCC that the alternative proposal continues to be a Superior Proposal and payment of a $8.0 million termination fee to ACI.

*Shareholder Agreements*

In addition, in connection with the execution and delivery of the Transaction Agreement, ACI and Purchaser entered into separate Shareholder Agreements (the "Shareholder Agreements") with certain funds affiliated with Tennenbaum Capital Partners, LLC (collectively, "Tennenbaum"), which collectively beneficially own approximately 22.3% of all outstanding ORCC Shares (on an as-converted basis) and Joseph L. Cowan, ORCC's CEO, who beneficially owns approximately 1.4% of all outstanding ORCC Shares (on an as-converted basis), in each case as of January 30, 2013, based on information provided by them (collectively, the "Supporting Stockholders"). Pursuant to such Shareholder Agreements, (i) the Supporting Stockholders have agreed, on the terms and subject to the conditions set forth in the Shareholder Agreements, among other things, to tender in the Offer the ORCC Shares beneficially owned by them immediately following consummation of the Offer and Tennenbaum agreed to sell to Purchaser all shares of Series A-1 Convertible Preferred Stock owned by them for cash immediately following the date on which Purchaser accepts for payment the ORCC Shares validly tendered in the Offer and (ii) each of the Supporting Stockholders has agreed to certain actions in support of the transactions contemplated by the Transaction Agreement, including granting an irrevocable limited proxy and power of attorney, to the fullest extent possible, to ACI and Purchaser, or any nominee thereof, with full power of substitution, during and for the term of the Shareholder Agreements, to vote all the ORCC Shares that such Supporting Stockholder beneficially owns at the time of such vote, at any annual, special or adjourned meeting of the ORCC stockholders (i) in favor of adoption of the Transaction Agreement and approval of the Merger and the other transactions contemplated thereby and (ii) against (a) any alternative acquisition proposal made by a third party and (b) any action or agreement that would result in a breach in any respect of any covenant, agreement, representation or warranty of ORCC under the Transaction Agreement.

*Commitment Letter*

On January 30, 2013, in connection with the Transaction Agreement, ACI entered into a commitment letter (the "Commitment Letter"), pursuant to which, subject to the terms and conditions set forth therein, Wells Fargo Bank, National Association committed to provide, as a source of funding for the transactions contemplated by the Transaction Agreement, financing of up to $750 million (the "Commitment"). The Commitment is subject to various conditions, including consummation of the Offer.

The foregoing summaries of (i) the Transaction Agreement and the transactions contemplated thereby, (ii) the Shareholder Agreements, and the transactions contemplated thereby, and (iii) the Commitment Letter, in each case, do not purport to be complete and are subject to, and qualified in their entirety by, the full text of the Transaction Agreement, the Shareholder Agreements and the Commitment Letter furnished herewith as Exhibits 2.1, 99.1, 99.2, 99.3 and 10.1, respectively, which are incorporated herein by reference. The Transaction Agreement has been attached to provide investors with information regarding its terms and is not intended to provide any other factual information about ACI, Purchaser or ORCC, their respective businesses, or the actual conduct of their respective businesses during the period prior to the consummation of the Merger. The Transaction Agreement contains representations and warranties that are the product of negotiations among the parties thereto and the parties made to, and solely for the benefit of, each other as of specified dates. The assertions embodied in those representations and warranties are subject to qualifications and limitations agreed to by the respective parties and are also qualified in important part by disclosure schedules delivered in connection with the Transaction Agreement. The representations and warranties may have been made for the purpose of allocating contractual risk between the parties to the agreements instead of establishing these matters as facts, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors.

**Item 8.01. Other Events.**

On January 31, 2013, ACI and ORCC issued a joint press release announcing that ACI has entered into an agreement with ORCC to acquire ORCC through the Offer and the Merger. A copy of the press release is filed as Exhibit 99.4 to this Form 8-K and is incorporated herein by reference.

On January 31, 2013, ACI held an investor teleconference discussing its agreement with ORCC to acquire ORCC through the Offer and the Merger. Copies of the investor presentation materials related to this teleconference and the final transcript from this teleconference are attached hereto as Exhibit 99.5 and Exhibit 99.6 to this Form 8-K, respectively, and are incorporated herein by reference.

*Important Information*

The Offer described in this current report on Form 8-K has not yet commenced, and this current report on Form 8-K is neither an offer to purchase nor a solicitation of an offer to sell securities. On the commencement date of the tender offer, a tender offer statement on Schedule TO, including an offer to purchase, a letter of transmittal and related documents, will be filed with the United States Securities and Exchange Commission ("SEC"). The offer to purchase shares of ORCC common stock will only be made pursuant to the offer to purchase, the letter of transmittal and related documents filed as a part of the Schedule TO. **INVESTORS AND SECURITY HOLDERS ARE URGED TO READ BOTH THE TENDER OFFER STATEMENT AND THE SOLICITATION/RECOMMENDATION STATEMENT REGARDING THE OFFER, AS THEY MAY BE AMENDED FROM TIME TO TIME, WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION.** The tender offer statement will be filed with the SEC by ACI and Ocelot Acquisition Corp., a wholly owned subsidiary of ACI formed for the purpose of making the offer

to purchase, and the solicitation/recommendation statement will be filed with the SEC by ORCC on Schedule 14D-9. Investors and security holders may obtain a free copy of these statements (when available) and other documents filed with the SEC at the website maintained by the SEC at www.sec.gov or by directing such requests to Innisfree M&A Incorporated, the Information Agent for the Offer, at (888) 750-5834 (toll free).

*Forward-Looking Statements*

This current report on Form 8-K contains forward-looking statements based on current expectations that involve a number of risks and uncertainties. All statements, other than statements of historical fact, are statements that could be deemed forward-looking statements, including statements about the planned completion of the tender offer and the merger, estimates of revenues, operating margins, capital expenditures, cash, other financial metrics, expected legal, arbitration, political, regulatory results or practices, customer patterns or practices and other such estimates and results. No forward-looking statement can be guaranteed and actual results may differ materially from those that ACI and ORCC project. Numerous risks, uncertainties and other factors may cause actual results to differ materially from those expressed in any forward-looking statement, many of which are outside of the control of management. These factors include, but are not limited to: (1) the occurrence of any event, change or other circumstance that could give rise to the termination of the Transaction Agreement; (2) successful completion of the proposed transaction on a timely basis; (3) the impact of regulatory reviews on the proposed transaction; (4) the outcome of any legal proceedings that may be instituted against one or both of ACI and ORCC and others following the announcement of the definitive transaction agreement; (5) risks that the proposed transaction disrupts current plans and operations and the potential difficulties in employee retention as a result of the transaction; and (6) other factors described in ACI's and ORCC's filings with the SEC, including their respective reports on Forms 10-K, 10-Q, and 8-K. Except to the extent required by applicable law, neither ACI nor ORCC undertakes any obligation to revise or update any forward-looking statements, or to make any other forward-looking statements, whether as a result of new information, future results or otherwise.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

| Exhibit Number | Description |
|---|---|
| 2.1 | Transaction Agreement, dated January 30, 2013, by and among ACI Worldwide, Inc., Ocelot Acquisition Corp. and Online Resources Corporation. |
| 10.1 | Commitment Letter, dated January 30, 2013, by and among ACI Worldwide, Inc. and Wells Fargo Bank, National Association and Wells Fargo Securities, LLC. |
| 99.1 | Shareholder Agreement, dated January 30, 2013, by and among ACI Worldwide, Inc., Ocelot Acquisition Corp. and Special Value Opportunities Fund, LLC. |
| 99.2 | Shareholder Agreement, dated January 30, 2013, by and among ACI Worldwide, Inc., Ocelot Acquisition Corp. and Special Value Expansion Fund, LLC. |
| 99.3 | Shareholder Agreement, dated January 30, 2013, by and among ACI Worldwide, Inc., Ocelot Acquisition Corp. and Joseph L. Cowan. |
| 99.4 | Press Release, dated January 31, 2013. |
| 99.5 | Investor Presentation Materials, dated January 31, 2013. |
| 99.6 | Transcript of Investor Presentation Call, held on January 31, 2013. |

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.

Date: January 31, 2013

ACI WORLDWIDE, INC.

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

EXHIBIT INDEX

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| 99.5 | Investor Presentation Materials, dated January 31, 2013. |
| 99.6 | Transcript of Investor Presentation Call, held on January 31, 2013. |

**Exhibit 2.1**

# TRANSACTION AGREEMENT

THIS TRANSACTION AGREEMENT (this "*Agreement*"), dated January 30, 2013, is among ACI Worldwide, Inc., a Delaware corporation ("*Parent*"), Ocelot Acquisition Corp, a Delaware corporation ("*Purchaser*"), and Online Resources Corporation, a Delaware corporation (the "*Company*").

## RECITALS

A. The Boards of Directors of Parent, Purchaser and the Company have each determined that it is in the best interests of their respective stockholders for Parent to acquire the Company on the terms and subject to the conditions set forth herein;

B. It is proposed that Purchaser make a cash tender offer (the "*Offer*") to acquire all of the shares of common stock of the Company ("*Company Common Stock*") that are issued and outstanding for the Per Share Amount, net to the seller in cash, without interest, on the terms and subject to the conditions of this Agreement and the Offer;

C. To induce Parent and Purchaser to enter into this Agreement, the holder of the outstanding Preferred Shares (the "*Preferred Shareholder*") has entered into an agreement with Parent and Purchaser (the "*Shareholder Agreement*"), pursuant to which the Preferred Shareholder has agreed, on the terms and subject to the conditions set forth therein, to tender in the Offer the Shares beneficially owned by it and to sell the Preferred Shares owned by it to Purchaser for cash (with the purchase price per share for such Preferred Shares being equal to the Series A-1 Preference Amount as defined in and as calculated in accordance with the Certificate of Designations) on the Acceptance Date (such sale, the "*Preferred Share Sale*");

D. The Board of Directors of the Company (the "*Company Board*") has approved the making of the Offer by Purchaser and resolved to recommend that the Company's stockholders tender their respective Shares pursuant to the Offer; and

E. The Boards of Directors of Parent, Purchaser and the Company have each approved this Agreement and declared its advisability and approved the merger (the "*Merger*") of Purchaser with and into the Company as herein provided upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, Parent, Purchaser and the Company (each a "*Party*" and, together, the "*Parties*") hereby agree as follows:

## I. DEFINITIONS; INTERPRETATION

1.1. Definitions. In addition to the terms defined elsewhere herein, as used in this Agreement, the following definitions have the meanings specified below when used herein with initial capital letters:

"*Acceptance Date*" has the meaning set forth in Section 2.1(d).

"*Acquisition Proposal*" means, other than the Transactions, any proposal or offer, including any renewal or revision of a prior proposal or offer, with respect to: (a) any purchase of a 10% or greater equity interest (including by means of a tender or exchange offer) in the voting stock of Company or any of its Subsidiaries; (b) a merger, consolidation, other business combination, reorganization, recapitalization, dissolution, liquidation or similar transaction involving the Company or any of its Subsidiaries; or (c) any purchase of 10% or more of the assets (other than in the ordinary course of business), businesses, securities or ownership interests of the Company (including the securities of any Subsidiary of the Company).

"*Affiliate*" has the meaning set forth in Rule 12b-2 promulgated by the SEC under the Exchange Act.

"*Agency Litigation*" has the meaning set forth in Section 5.3(b).

"*Agreement*" has the meaning set forth in Preamble.

"*Antitrust Filings*" has the meaning set forth in Section 5.3(a).

"*Appointment Time*" has the meaning set forth in Section 6.3(a).

"*Bankruptcy Exception*" has the meaning set forth in Section 4.2(c).

"*Benefit Arrangement*" means, with respect to the Company, each of the following under which any of its current or former employees, directors or consultants has any right to benefits that is sponsored or maintained by the Company or any of its ERISA Affiliates or under which it or any of its ERISA Affiliates has any actual or potential liability: each "employee benefit plan" (within the meaning of Section 3(3) of ERISA) and each stock purchase, stock option, equity-based grant, severance, employment, change-in-control, fringe benefit (including any "specified fringe benefit plan" within the meaning of Section 6039D(d)(1) of the Code), bonus, incentive, retirement, deferred compensation (including any "nonqualified deferred compensation plan" within the meaning of Section 409A(d)(1) or Section 3121(v)(2)(C) of the Code), welfare, paid time off benefits and other employee benefit plan, agreement, program, policy or other arrangement (with respect to any of the preceding, whether or not subject to ERISA).

"*Business Combination Law*" means Section 203 of the DGCL.

"*Business Day*" means any day other than a day on which banks in New York, New York are required or authorized to be closed.

"*Certificate*" means a certificate issued by the Company to a stockholder of the Company representing Shares held by such stockholder.

"*Certificate of Designations*" means the Certificate of Designations, Powers, Preferences and Rights of the Series A-1 Convertible Preferred Stock (par value $0.01 per share) of the Company, as amended and corrected.

"*Certificate of Merger*" has the meaning set forth in Section 3.3.

"*Closing*" has the meaning set forth in Section 3.2.

"*Closing Date*" has the meaning set forth in Section 3.2.

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Common Merger Consideration*" has the meaning set forth in Section 3.7(a).

"*Company*" has the meaning set forth in Preamble.

"*Company Board*" has the meaning set forth in the Recitals.

"*Company Board Recommendation*" has the meaning set forth in Section 4.2(c).

"*Company Capital Stock*" means the Shares and the Preferred Shares.

"*Company Change of Recommendation*" has the meaning set forth in Section 5.8(d).

"*Company Common Stock*" has the meaning set forth in the Recitals.

"*Company Compensation Approvals*" has the meaning set forth in Section 4.2(n).

"*Company D&O Policy*" has the meaning set forth in Section 6.1(b).

"*Company Intellectual Property*" means all Intellectual Property owned by the Company or any of its Subsidiaries.

"*Company Regulatory Filings*" has the meaning set forth in Section 4.2(g) hereof.

"*Company Restricted Share Unit*" has the meaning set forth in Section 3.9.

"*Company Software Products"* means all Software products developed and owned by the Company or any of its Subsidiaries that are (a) offered for license by the Company or its Subsidiaries or (b) used in the conduct of their respective businesses.

"*Company Stock Option*" has the meaning set forth in Section 3.9.

"*Company Stock Plans*" means (i) the Company's 2005 Restricted Stock and Option Plan, (ii) the 1999 Stock Option Plan, (iii) the Employee Stock Purchase Plan, and (iv) any other arrangement pursuant to which the Company has granted any equity-based award.

"*Company Stockholder Approval*" has the meaning set forth in Section 4.2(b).

"*Company Systems*" has the meaning set forth in Section 4.2(q)(vi).

"*Company Termination Fee*" means a fee payable by the Company in the amount of $8.0 million.

"*Compensation Arrangements*" has the meaning set forth in Section 4.2(n).

"*Compensation Committee*" has the meaning set forth in Section 4.2(n).

"*Confidentiality Agreement*" means the Non-Disclosure and Confidentiality Agreement, dated November 15, 2012, between Parent and the Company.

"*Constituent Documents*" means the charter or articles or certificate of incorporation and bylaws of a corporation, the certificate of partnership and partnership agreement of a general or limited partnership, the certificate of formation and limited liability company agreement of a limited liability company, the trust agreement of a trust and the comparable documents of other legal entities.

"*Continuing Directors*" has the meaning set forth in Section 6.3(a).

"*Debt Financing Party*" has the meaning set forth in Section 5.2(d).

"*DGCL*" means the Delaware General Corporation Law.

"*Disbursement Agent*" has the meaning set forth in Section 2.4(a).

"*Disclosure Schedule*" has the meaning set forth in Section 9.6.

"*Dissenting Shares*" has the meaning set forth in Section 3.10.

"*Dissenting Stockholders*" has the meaning set forth in Section 3.10.

"*DOJ*" has the meaning set forth in Section 5.3(a).

"*Effective Time*" has the meaning set forth in Section 3.3.

"*Environmental Claim*" means any administrative, regulatory or judicial actions, suits, orders, demands, directives, claims, liens, investigations, proceedings or written or oral notices of noncompliance, violation, liability or obligation, by or from any Person alleging liability of whatever kind or nature arising out of, based on or resulting from (a) the presence or release of, or exposure to, any Hazardous Materials at any location or (b) any Environmental Law or any permit issued pursuant to any Environmental Law.

"*Environmental Laws*" means the statutes, rules, regulations, ordinances, codes, orders, decrees and any other laws of any foreign, federal, state, local and any other governmental authority, regulating, relating to or imposing liability or standards of conduct concerning pollution or protection of the environment, in every case, as in effect on or prior to the date of this Agreement.

"*ERISA*" means the U.S. Employee Retirement Income Security Act of 1974, as amended.

"*ERISA Affiliate*" has the meaning set forth in Section 4.2(m)(iii)).

"*ESPP*" has the meaning set forth in Section 4.2(m)(vii).

"*Exception Shares*" means, collectively, the shares of Company Common Stock beneficially owned by the Company, Parent, Purchaser and any of their respective Subsidiaries.

"*Exchange Act*" means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"*Expiration Date*" has the meaning set forth in Section 2.1(a).

"*FTC*" has the meaning set forth in Section 5.3(a).

"*Fully Diluted Shares*" means the total number of Shares outstanding and entitled to vote in the election of directors as of a particular date, assuming the conversion or exercise of all Preferred Shares, Company Stock Options or other Rights and other securities convertible into or exercisable or exchangeable for Shares.

"*GAAP*" means generally accepted accounting principles in the United States.

"*Governmental Authority*" means any court, administrative agency or commission or other governmental authority or instrumentality, whether domestic or foreign.

"*Hazardous Materials*" means any hazardous or toxic substances, materials, wastes, pollutants or contaminants, including those defined or regulated as such under any Environmental Law, and any other substance the presence of which may give rise to liability under any Environmental Law.

"*HSR Act*" means the U.S. Hart-Scott-Rodino Antitrust Improvements Act of 1976 and the rules and regulations promulgated thereunder.

"*HSR Filing*" has the meaning set forth in Section 5.3(a).

"*In the Money Option*" has the meaning set forth in Section 4.2(m)(vi).

"*In the Money Option Cash-Out Amount*" has the meaning set forth in Section 4.2(m)(vi).

"*Initial Expiration Date*" has the meaning set forth in Section 2.1(a).

"*Injunction*" has the meaning set forth in Section 5.3(c).

"*Insurance Policy*" has the meaning set forth in Section 4.2(t).

"*Insured Parties*" has the meaning set forth in Section 6.1(b).

"*Intellectual Property*" means ownership rights in any and all types of intangible intellectual property throughout the world, including all (a) trademarks, service marks, trade names, Internet domain names, trade dress, logos, slogans, company names and other indicia of source (including any goodwill associated with each of the foregoing) and all registrations and applications for registration of the foregoing, (b) inventions (whether or not patentable or reduced to practice), patents and industrial designs, patent applications, patent disclosures and related know how and all continuations, continuations-in-part, revisions, divisionals, extensions and reexaminations in connection therewith, (c) original works of authorship (whether or not copyrightable), copyrights, copyrightable works, moral rights, and mask works and all registrations and applications for registration of the foregoing, (d) Software, (e) trade secrets and other confidential and proprietary information (including know-how, technology, processes, designs, algorithms, methods, formulae, technical data, customer and supplier lists, pricing and cost information, and business and marketing plans), and (f) all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement or misappropriation of any of the foregoing.

"*Knowledge*" means, respectively, the actual knowledge of each of the persons listed on Section 1.1(a) of the Disclosure Schedule.

"*Leases*" has the meaning set forth in Section 4.2(s)(ii).

"*Leased Property*" has the meaning set forth in Section 4.2(s)(ii).

"*Lien*" means any mortgage, pledge, security interest, lien or similar encumbrance.

"*Material Adverse Effect*" means: with respect to the Company, any event, change, effect, development, condition or occurrence (each, an "*Effect*") individually or in the aggregate with all other Effects, that is or could reasonably be expected to be materially adverse on or with respect to the business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole; provided, however, that none of the following will be deemed in themselves, either alone or in combination, to constitute or be taken into account in determining whether there has been or will be, a Material Adverse Effect: any Effect (A) in or generally affecting the economy or the financial or securities markets in the countries or industries in which the Company and its Subsidiaries operate generally or (B) to the extent resulting from or arising out of (1) any changes in law or GAAP, (2) any natural disasters or weather-related event, (3) any changes in national or international political conditions, including any engagement in hostilities, whether or not pursuant to the declaration of a national emergency or war, the outbreak or escalation of hostilities or acts of war, sabotage or terrorism, (4) the Company's failure to meet any internal or published projections, forecasts or revenue or earnings predictions (it being understood that the facts or occurrences giving rise or

contributing to such failure may be deemed to constitute, or be taken into account in determining whether there has been or could reasonably be expected to be, a Material Adverse Effect), (5) any change in the market price or trading volume of the Company's securities (it being understood that the facts or occurrences giving rise or contributing to such change may be deemed to constitute, or be taken into account in determining whether there has been or could reasonably be expected to be, a Material Adverse Effect unless such change results from the matters set forth in clauses (A) or (B)(1), (2) (3), (4), (6), (7), (8) or (9)), (6) costs incurred by the Company in connection with this Agreement or the transactions contemplated hereby, including financial advisory and legal costs, including legal costs resulting from the execution or announcement of this Agreement, (7) any change attributable predominantly to the negotiation, execution, announcement, pendency or pursuit of the Transactions, including any cancellation of or delays in customer orders, any reduction in sales and any disruption in supplier, distributor, partner or similar relationships, (8) the matters specifically identified in Part B of the Disclosure Schedule, or (9) any change arising from or relating to compliance with the express terms of this Agreement, or action taken, or failure to act, to which Parent or the Purchaser has consented, but only to the extent, in each of clauses (A), (B)(1), (B)(2) and (B)(3), that such Effect does not affect the Company and its Subsidiaries, taken as a whole, in a disproportionate manner relative to other participants in the industries in which the Company and its Subsidiaries operate.

"*Material Contract*" has the meaning set forth in Section 4.2(k)(i).

"*Measurement Date*" means 5:00 p.m. New York City time on January 29, 2013.

"*Merger*" has the meaning set forth in the Recitals.

"*Merger Consideration*" has the meaning set forth in Section 3.7(a).

"*Merger Disbursement Fund*" has the meaning set forth in Section 3.8(a).

"*Minimum Condition*" has the meaning set forth in Annex A.

"*Nasdaq*" means The Nasdaq Stock Market, Inc.

"*Notice Period*" has the meaning set forth in Section 5.8(e).

"*Offer*" has the meaning set forth in the Recitals

"*Offer Documents*" has the meaning set forth in Section 2.1(f).

"*Offer Disbursement Fund*" has the meaning set forth in Section 2.4(b).

"*Offer to Purchase*" has the meaning set forth in Section 2.1(f)

"*Open Source Software*" means any software that is generally available to the public in source code form under licenses substantially similar to those approved by the Open Source Initiative and listed at http://www.opensource.org/licenses, which licenses

include the GNU General Public License, the GNU Library or Lesser General Public License, or under any other open-source license that purports to require the licensee to require, or condition the licensee's use, sub-license or distribution of such software on (a) attribution to the licensor, or (b) the disclosure, licensing or distribution of any derivative works of the software by the licensee under a similar open-source license.

"*Out of the Money Option*" has the meaning set forth in Section 4.2(m)(vi).

"*Parent*" has the meaning set forth in Preamble.

"*Per Share Amount*" means $3.85 per share of Company Common Stock provided, however, that the Per Share Amount will be adjusted to reflect equitably the effect of any forward or reverse stock split, stock dividend (including any dividend or distribution of Rights), stock sale, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to Company Common Stock occurring on or after the date of this Agreement and prior to the payment by Purchaser for Shares validly tendered and not properly withdrawn in connection with the Offer.

"*Permitted Lien*" means any Lien that is not material in nature or amount and that is (a) specifically disclosed in the consolidated financial statements of the Company and its Subsidiaries or the notes thereto filed with the SEC prior to the Measurement Date or securing liabilities specifically reflected on such financial statements, (b) for Taxes not yet delinquent or that are being contested in good faith and properly reserved for in accordance with GAAP, or (c) that is a carrier's, warehousemen's, mechanic's, materialmen's, repairmen's or other similar lien arising in the ordinary course of business.

"*Post-Merger Employee* has the meaning set forth in Section 6.2(a).

"*Preferred Merger Consideration*" has the meaning set forth in Section 3.7(a).

"*Preferred Share Sale*" has the meaning set forth in the Recitals.

"*Preferred Shareholder*" has the meaning set forth in the Recitals.

"*Preferred Shares*" means the issued and outstanding shares of the Preferred Stock.

"*Preferred Stock*" means the Company's Series A-1 Convertible Preferred Stock.

"*Person*" means any individual, corporation, limited liability company, partnership, association, joint-stock company, business trust or unincorporated organization and is intended to be interpreted broadly.

"*Previously Disclosed*" means information set forth (a) by the Company in the applicable paragraph of the Disclosure Schedule, or any other paragraph of the Disclosure Schedule (so long as it is reasonably clear from the context that the

disclosure in such other paragraph of the Disclosure Schedule is also applicable to the Section of this Agreement in question), or (b) in the Company Regulatory Filings (including any schedules and exhibits thereto) filed with the SEC prior to the Measurement Date, excluding any disclosures set forth in any section of a Company Regulatory Filing entitled "risk factors" or "forwarding-looking statements" or similar disclosure appearing in other similar or comparable sections of such filings.

"*Proxy Statement*" has the meaning set forth in Section 4.2(v).

"*Purchaser*" has the meaning set forth in Preamble.

"*Purchaser Common Stock*" has the meaning set forth in Section 3.7(b).

"*Related Person*" means, with respect to any party, an employee, officer, director, holder of more than 5% of the equity securities of such party, partner or member of such party or of any of such party's Subsidiaries and any member of his or her immediate family or any of their respective Affiliates.

"*Representatives*" means, with respect to any Person, such Person's, directors, officers, employees, legal or financial advisors, accountants, representatives and agents.

"*Rights*" means, with respect to any Person, securities or obligations convertible into or exercisable or exchangeable for, or giving any other Person any right to subscribe for or acquire or any options, calls or commitments relating to, or any securities, including any instrument the value of which is determined in whole or in part by reference to the market price or value of, securities of such first Person.

"*Sarbanes-Oxley Act*" means the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated thereunder.

"*Schedule TO*" has the meaning set forth in Section 2.1(f).

"*Schedule 14D-9*" has the meaning set forth in Section 2.2(b).

"*SEC*" means the U.S. Securities and Exchange Commission.

"*Second Request*" has the meaning set forth in Section 5.3(b).

"*Securities Act*" means the U.S. Securities Act of 1933 and the rules and regulations promulgated thereunder.

"*Shareholder Agreement*" has the meaning set forth in the Recitals.

"*Shares*" means the shares of the Company Common Stock.

"*Software*" means any and all (a) computer programs, including any and all software implementations of algorithms, models and methodologies, and all software

development tools, whether in source code or object code, (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (c) descriptions, schematics, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, and (d) documentation, manuals, specifications and training materials relating to the foregoing.

"*Specified Reps*" has the meaning set forth in Section 4.1.

"*Stockholders' Meeting*" has the meaning set forth in Section 5.4(a).

"*Subsequent Offering Period*" has the meaning set forth in Section 2.1(c).

"*Subsidiary*" has the meaning ascribed to such term in Rule 1-02 of Regulation S-X promulgated by the SEC.

"*Superior Proposal*" means a bona fide, written Acquisition Proposal by an unaffiliated third Person to acquire 50% or more of the shares of Company Capital Stock (with the Preferred Shares counted on an as converted to Company Common Stock basis), assets, businesses, securities or ownership interests (including the securities of any Subsidiary of the Company) on terms that the Company Board determines in good faith, after consultation with the Company's financial and legal advisors, and considering such factors as the Company Board considers to be appropriate (including the conditionality and the timing and likelihood of success of such Acquisition Proposal), (a) are more favorable to the stockholders of the Company than the Transactions and (b) is reasonably likely to be completed, in each of the cases of clause (a) and (b) taking into account all financial, regulatory, legal and other aspects of such Acquisition Proposal (including the timing and likelihood of consummation thereof) and the payment of the Company Termination Fee.

"*Surviving Corporation*" has the meaning set forth in Section 3.1.

"*Takeover Laws*" has the meaning set forth in Section 4.2(w).

"*Takeover Provisions*" has the meaning set forth in Section 4.2(w).

"*Tax*" and "*Taxes*" means all federal, state, local or foreign taxes, levies or other assessments, however denominated, including all net income, gross income, gains, gross receipts, sales, use, ad valorem, goods and services, capital, production, transfer, franchise, windfall profits, license, withholding, payroll, employment, disability, excise, estimated, severance, stamp, occupation, property, unemployment or other taxes, custom duties, fees, assessments or similar charges, together with any interest, penalties and additions to tax imposed by any taxing authority.

"*Tax Returns*" means a report, return or other information required to be filed with a taxing authority with respect to Taxes (including any amendments and schedules thereto).

"*Termination Date*" has the meaning set forth in Section 8.1(e).

"*Third Party Intellectual Property*" has the meaning set forth in Section 4.2(q)(ii).

"*Top-Up Option*" has the meaning set forth in Section 2.3(a).

"*Top-Up Option Shares*" has the meaning set forth in Section 2.3(a).

"*Top-Up Share Price*" has the meaning set forth in Section 2.3(a).

"*Transactions*" has the meaning set forth in Section 4.2(c).

1.2. Interpretation. (a) In this Agreement, references:

(i) to the Preamble, Recitals, Sections, Annexes, Exhibits or Schedules are to the Preamble to, a Recital or Section of, or Annex, Exhibit or Schedule to, this Agreement, as applicable;

(ii) to this Agreement are to this Agreement and the Annexes, Exhibits and Schedules to it, taken as a whole;

(iii) to any agreement (including this Agreement), contract, statute or regulation are to the agreement, contract, statute or regulation as amended, modified, supplemented, restated or replaced from time to time (in the case of an agreement or contract, to the extent permitted by the terms thereof);

(iv) to any section of any statute or regulation include any successor to that section;

(v) to any Governmental Authority include any successor to that Governmental Authority;

(vi) to the date of this Agreement are to the date set forth in the Preamble; and

(vii) to "$" are to United States Dollars.

(b) The Article and Section headings contained in this Agreement are for reference purposes only and do not limit or otherwise affect any of the substance of this Agreement.

(c) The words "include," "includes" or "including" as used in this Agreement are to be deemed followed by the words "without limitation."

(d) The words "herein," "hereof," "hereunder" and similar terms as used in this Agreement are to be deemed to refer to this Agreement as a whole and not to any specific Section unless such reference refers to a specific Section of this Agreement.

(e) This Agreement is the product of arms' length negotiation by the Parties, which have had the assistance of counsel and other professional advisors. The Parties intend that this Agreement not be construed more strictly with regard to one Party than with regard to any other Party.

(f) Terms defined in this Agreement in the singular will be deemed to include the plural and vice versa.

(g) The word "extent" in the phrase "to the extent" as used in this Agreement means the degree to which a subject or other thing extends and such phrase does not simply mean "if."

(h) Terms used herein which are defined in GAAP, SEC Regulations S-X, SEC Regulations S-K or the rules and regulations of the SEC under the Exchange Act are used herein as so defined.

## II. THE OFFER

2.1. The Offer. (a) Parent will cause Purchaser to, and Purchaser will, commence the Offer as promptly as practicable after the date hereof (but in no event later than the twentieth Business Day following the date of this Agreement). The obligation of Purchaser (and Parent to cause Purchaser) to accept for payment and to pay for Shares tendered pursuant to the Offer will be subject to the satisfaction or waiver of each of the conditions set forth in Annex A. Each Share accepted by Purchaser in accordance with the terms and subject to the conditions of the Offer will be purchased pursuant to the Offer in exchange for the right to receive (per Share) the Per Share Amount. Unless extended in accordance with Section 2.1(c), the Offer will expire at 5:00 p.m., New York City time, on the twentieth Business Day following the commencement of the Offer (the "*Initial Expiration Date*") or, if the Offer has been extended in accordance with Section 2.1(c), at the time and date to which the Offer has been so extended (such later time and date to which the Offer has been extended in accordance with Section 2.1(c), the "*Expiration Date*"). Purchaser expressly reserves the right to waive any such condition, to increase (but not decrease) the Per Share Amount payable in the Offer and to make any other changes in the terms of the Offer, subject, in each case, to the provisions of Section 2.1(b).

(b) Purchaser may not, without the prior written consent of the Company given in advance of the Acceptance Date, (i) decrease the Per Share Amount or change the form of consideration payable in the Offer, (ii) reduce the maximum number of Shares to be purchased in the Offer, (iii) impose conditions to the Offer in addition to those set forth in Annex A, (iv) waive or change the Minimum Condition, or (v) amend any other term of the Offer in a manner adverse to the Company or the Company's stockholders.

(c) Subject to the terms and conditions of this Agreement, including Section 8.1, Purchaser will from time to time extend the Offer beyond the scheduled Expiration Date for five Business Days in each instance (or for such different period to which the Purchaser and the Company reasonably agree or may be required by law) if, at the scheduled Expiration Date, any of the conditions to Purchaser's obligation to

accept Shares for payment is not satisfied or waived. In addition, if all of the conditions to the Offer are satisfied or waived but the number of Shares validly tendered and not withdrawn, together with the Shares held by Parent and Purchaser, if any, is less than 90% of the then-outstanding number of Shares, then subject to Section 8.1, upon the Expiration Date and the initial purchase of Shares by Purchaser on the Acceptance Date, Purchaser will provide "subsequent offering periods," as such term is defined in, and in accordance with, Rule 14d-11 promulgated under the Exchange Act (a "*Subsequent Offering Period*"), for an aggregate period not to exceed 20 Business Days (for all such extensions) and Purchaser will (i) give the required notice of such Subsequent Offering Period and (ii) accept and promptly pay for all Shares tendered as of such applicable expiration date in accordance with Section 2.4. The Offer Documents will provide for the possibility of a Subsequent Offering Period in a manner consistent with this Section 2.1(c).

(d) Upon the satisfaction or waiver (subject to Section 2.1(b)) by Purchaser of the conditions set forth in Annex A, Purchaser will accept for payment and pay for Shares properly tendered and not withdrawn pursuant to the Offer (in accordance with Section 2.4) as promptly as practicable but in any event within three Business Days of such scheduled Expiration Date (the date of acceptance for payment, the "*Acceptance Date*"). In the event Shares are properly tendered and not withdrawn following the Acceptance Date, whether or not pursuant to a Subsequent Offering Period, Purchaser will accept for payment and pay the applicable Per Share Amount promptly after the tender of such Shares in accordance with this Section 2.1 and Section 2.4.

(e) Parent will provide or cause to be provided to Purchaser on a timely basis the funds necessary to purchase any Shares that Purchaser becomes obligated to purchase pursuant to the Offer. Notwithstanding any other provision hereof, Purchaser expressly reserves the right to delay payment for Shares in order to comply in whole or in part with applicable laws. Any such delay will be effected in compliance with Rule 14e-1(c) under the Exchange Act.

(f) As promptly as reasonably practicable following the date this Agreement (but in no event later than the twentieth Business Day following the date of this Agreement), Purchaser will file with the SEC a Tender Offer Statement on Schedule TO (together with all amendments and supplements thereto, the "*Schedule TO*") with respect to the Offer. The Schedule TO will contain or incorporate by reference an offer to purchase (the "*Offer to Purchase*") and forms of the related letter of transmittal and other customary documents (the Schedule TO, the Offer to Purchase and such other documents, together with all supplements and amendments thereto, being referred to herein collectively as the "*Offer Documents*"). The Company and its counsel will be given a reasonable opportunity to review and comment on the Offer Documents prior to their filing with the SEC and Parent and Purchaser will consider in good faith all reasonable additions, deletions or changes suggested thereto by the Company and its counsel. Parent and Purchaser will (i) provide the Company and its counsel with a copy of any written comments (or a description of any oral comments) received by Parent, Purchaser or their counsel from the SEC or its staff with respect to the Offer Documents

promptly after receipt of such comments, (ii) consult with the Company (and give the Company and its counsel reasonable opportunity to review) regarding any such comments prior to responding thereto, and Parent and Purchaser will consider in good faith all reasonable additions, deletions or changes suggested thereto by the Company and its counsel, and (iii) provide the Company and its counsel with copies of any written comments or responses thereto. Parent and Purchaser will endeavor in good faith to respond promptly to any comments of the SEC or its staff with respect to the Offer Documents. Parent and Purchaser agree to take all steps necessary to cause the Offer Documents to be disseminated to holders of Shares to the extent required by applicable law and under the rules and regulations of the SEC and Nasdaq. Parent, Purchaser and the Company will each promptly correct any information provided by any of them for use in the Offer Documents that becomes false or misleading in any material respect, and Parent and Purchaser will further take all steps necessary to cause the Schedule TO, as so corrected, to be filed with the SEC, and the other Offer Documents, as so corrected, to be disseminated to holders of Shares, in each case as and to the extent required by applicable federal securities laws to give effect to the Offer.

(g) Neither Parent nor Purchaser will terminate the Offer without the prior written consent of the Company except pursuant to Article VIII. If this Agreement is terminated pursuant to Article VIII, Purchaser will, and Parent will cause Purchaser to, promptly (and in any event within 24 hours of such termination) terminate the Offer and not acquire any Shares pursuant thereto. If this Agreement is terminated pursuant to Article VIII, Purchaser will promptly return, and will cause any depositary acting on behalf of Purchaser to return, in accordance with applicable law, all tendered Shares to the registered holders thereof.

(h) Following the Acceptance Date (and the expiration of any Subsequent Offering Period, if applicable), Parent, Purchaser and the Company will cause the Merger to become effective as promptly as practicable.

2.2. Company Action. (a) Subject to Section 5.8, the Company hereby consents to the Offer and the inclusion in the Offer Documents of the Company Board Recommendation.

(b) On the date that Purchaser files the Schedule TO, the Company will file with the SEC a Solicitation/Recommendation Statement on Schedule 14D-9 (together with all amendments and supplements thereto, the "*Schedule 14D-9*") containing the Company Board Recommendation and will disseminate the Schedule 14D-9 as required by Rule 14d-9 promulgated under the Exchange Act and any other applicable federal securities laws with the Offer Documents. Except with respect to any amendments filed in connection with a Superior Proposal or a Company Change of Recommendation, Parent and Purchaser, and their respective counsel, will be given a reasonable opportunity to review and comment on the Schedule 14D-9 and any supplement or amendments thereto prior to its filing with the SEC and the Company will consider in good faith all reasonable additions, deletions or changes suggested thereto by Parent Purchaser and their respective counsel. Except with respect to any amendments filed in connection with a Superior Proposal or a Company Change of

Recommendation, the Company will (i) provide Parent, Purchaser and their counsel with a copy of any written comments (or a description of any oral comments) received by the Company or its counsel from the SEC or its staff with respect to the Schedule 14D-9 promptly after receipt of such comments, (ii) consult with Parent and Purchaser (and give each a reasonable opportunity to review) regarding any such comments prior to responding thereto and the Company will consider in good faith all reasonable additions, deletions or changes suggested thereto by Parent, Purchaser and their counsel, and (iii) provide Parent and Purchaser with copies of any written comments or responses thereto. The Company, Parent and Purchaser will promptly correct any information provided by each for use in the Schedule 14D-9 if and to the extent that such information has become false or misleading in any material respect. The Company will also take all steps necessary to cause the Schedule 14D-9 as so corrected to be filed with the SEC and disseminated to holders of Shares, in each case as and to the extent required by applicable federal securities laws.

(c) In connection with the Offer, the Company will cause its transfer agent to furnish Purchaser with mailing labels or electronic files containing the names and addresses of all record holders of Shares and with security position listings of Shares held in stock depositories, each as of the then most recent practical date, together with all other available listings and computer files containing names, addresses and security position listings of record holders and beneficial owners of Shares. The Company will furnish Purchaser with such additional information, including updated listings and computer files of the Company's stockholders, mailing labels and security position listings, and such other assistance in disseminating the Offer Documents to holders of Shares, as Parent or Purchaser may reasonably request, all at Purchaser's expense. The Company, Parent and Purchaser will disseminate the Offer Documents and the Schedule 14D-9 to the holders of Shares together in the same mailing or other form of distribution. Subject to the requirements of applicable law, and except for such actions as are reasonably necessary to disseminate the Offer Documents, each of Parent and Purchaser will hold all information and documents provided to it under this Section 2.2(c) in confidence in accordance with the Confidentiality Agreement.

2.3. Top-Up Option. (a) Subject to this Section 2.3, the Company hereby grants to Purchaser an option (the "*Top-Up Option*") to purchase at a price per share of Company Common Stock equal to the Per Share Amount (the "*Top-Up Share Price*"), a number (but not less than that number) of newly issued Shares (the "*Top-Up Option Shares*") that, when added to the number of Shares beneficially owned by Parent at the time of exercise of the Top-Up Option, constitutes 90% of the number of Shares that will be outstanding immediately after the issuance of the Top-Up Option Shares, provided, that in no event will such number of Shares exceed the number of authorized and unissued Shares not otherwise reserved for issuance for outstanding Company Stock Options or Company Restricted Share Units or other obligations of the Company. The Top-Up Option may be exercised, in whole but not in part, at any one time on or after the Acceptance Date and prior to the earliest to occur of (i) the Effective Time, (ii) the termination of this Agreement in accordance with Article VIII, or (iii) the occurrence of the fifth Business Day following the Expiration Date; provided, however, that the obligation of the Company to deliver Top-Up Option Shares upon the exercise of the

Top-Up Option is subject to the conditions that (A) no provision of any applicable law and no judgment, injunction, order or decree of any Governmental Authority prohibits such exercise, (B) at the time of exercise, Purchaser owns more than 50% of the Fully Diluted Shares but less than 90% of the Shares then-outstanding, (C) upon exercise of the Top-Up Option, the number of Shares owned, directly or indirectly, by Parent or Purchaser constitutes 90% of the number of Shares that will be outstanding immediately after the issuance of the Top-Up Option Shares, (D) the number of Top-Up Option Shares issued pursuant to the Top-Up Option may in no event exceed the number of authorized and unissued Shares not otherwise reserved for issuance for outstanding Company Stock Options or other obligations of the Company, and (E) Purchaser has accepted for payment and paid for all Shares validly tendered in the Offer and not validly withdrawn.

(b) Upon the exercise of the Top-Up Option in accordance with Section 2.3(a), Purchaser will notify the Company and set forth in such notice (i) the number of shares of Company Capital Stock expected to be owned, beneficially and of record, by Parent or Purchaser immediately preceding the purchase of the Top-Up Option Shares, (ii) a place and time for the closing of the purchase of the Top-Up Option Shares, and (iii) Purchaser's agreement to (and Parent's agreement to cause Purchaser to) consummate the Merger in accordance with the DGCL as contemplated by this Agreement as promptly as practicable following issuance of the Top-Up Option Shares. The Company will, as soon as practicable following receipt of such notice, notify Purchaser of the number of Shares then outstanding and the number of Top-Up Option Shares. At the closing of the purchase of the Top-Up Option Shares, Purchaser will pay the Company the aggregate purchase price required to be paid for the Top-Up Option Shares pursuant to this Section 2.3, and the Company will cause to be issued to Purchaser a Certificate representing the Top-Up Option Shares, which may include any legends required by applicable securities laws. At its election, Purchaser may pay the aggregate purchase price payable for the Top-Up Option Shares either (A) in cash by wire transfer of immediately available funds to an account designated by the Company or (B) by executing and delivering to the Company a promissory note in form mutually acceptable by Parent and the Company having a principal amount equal to the balance of the aggregate purchase price for the Top-Up Option Shares and an interest rate equal to the per annum interest rate payable with respect to the revolver under the Company's Credit Agreement with Bank of America dated February 21, 2007 (as in effect on the date hereof), which promissory note will be payable in full with accrued interest immediately at the Effective Time. Each of the Parties will use its commercially reasonable efforts to ensure that any issuance of Top-Up Option Shares is accomplished consistent with all applicable laws. The Parties acknowledge and agree that, in any appraisal proceeding related to this Agreement, the fair value of the shares of Company Capital Stock subject to the appraisal proceeding will be determined in accordance with the DGCL without regard to the exercise by Purchaser of the Top-Up Option, any shares of Company Common Stock issued upon exercise of the Top-Up Option or the promissory note referred to in this Section 2.3(b).

(c) Parent and Purchaser understand that the Shares that Purchaser may acquire upon exercise of the Top-Up Option will not be registered under the

Securities Act, and will be issued in reliance upon an exemption thereunder for transactions not involving a public offering. Parent and Purchaser represent and warrant to the Company that Purchaser is, and will be upon any exercise of the Top-Up Option, an "accredited investor" (as defined in Rule 501 of Regulation D promulgated under the Securities Act). Purchaser agrees that any Top-Up Option Shares to be acquired upon exercise of the Top-Up Option will be acquired for the purpose of investment and not with a view to or for resale in connection with any distribution thereof within the meaning of the Securities Act.

(d) In the event of any change in the number of shares of outstanding Company Common Stock by reason of any stock dividend, stock split, recapitalization, combination, exchange of shares, merger, consolidation, reorganization or the like or any other change in the corporate or capital structure of the Company that would have the effect of diluting Purchaser's rights under the Top-Up Option, the number of Top-Up Option Shares and the Top-Up Share Price will be adjusted appropriately so as to restore to Purchaser its rights hereunder with respect to the Top-Up Option as the same exists as of the date of this Agreement.

2.4. Payment; Surrender of Certificates. (a) Parent will appoint the Company's transfer agent to act as disbursement agent (the "*Disbursement Agent*") for the Offer.

(b) Promptly following the Acceptance Date, Parent will deposit with the Disbursement Agent, for disbursement in accordance with this Article II, cash in an amount sufficient for payment in respect of the aggregate Per Share Amount payable pursuant to Section 2.1 (collectively, the "*Offer Disbursement Fund*"). In the event that the cash in the Disbursement Fund is insufficient to satisfy fully all of the payment obligations to be made by the Disbursement Agent hereunder, Parent will promptly make available to the Disbursement Agent the amounts so required to satisfy such payment obligations in full. The Disbursement Agent will deliver the cash payments contemplated to be paid for Shares pursuant to this Agreement out of the Offer Disbursement Fund as contemplated by this Agreement. Except as contemplated by this Section 2.4, the Offer Disbursement Fund will not be used for any other purpose. Amounts of cash in the Offer Disbursement Fund will be invested by the Disbursement Agent as directed by Parent; provided, however, that no such investment or losses thereon will affect the amounts payable to the holders of Shares. Any net profit resulting from, or interest or income produced by, such investments will be payable to Parent.

(c) Upon surrender to the Disbursement Agent of a Certificate for cancellation together with such letter of transmittal, duly executed and completed in accordance with the instructions thereto, the holder of such Certificate will promptly be provided in exchange therefor cash in the amount to which such holder is entitled pursuant to this Article II, and the Certificate so surrendered will forthwith be canceled. No interest will accrue or be paid with respect to any consideration to be delivered upon surrender of Certificates.

(d) If any cash payment is to be made in a name other than that in which the Certificate surrendered in exchange therefor is registered, it will be a condition of such payment that the Person requesting such payment pays any transfer or other similar Taxes required by reason of the making of such payment in a name other than that of the registered holder of the Certificate surrendered, or required for any other reason relating to such holder or requesting Person, or will establish to the reasonable satisfaction of the Disbursement Agent that such Tax has been paid or is inapplicable.

(e) If any Certificate has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if required by Parent or the Disbursement Agent to the extent in accordance with customary practice, the posting by such Person of a bond in such reasonable amount as Parent or the Disbursement Agent will direct as indemnity against any claim that may be made against them with respect to such Certificate, the Disbursement Agent will issue in exchange for such lost, stolen or destroyed Certificate the amount payable to the holder thereof pursuant to Article II.

(f) Each of the Disbursement Agent and Parent will be entitled to deduct and withhold from any consideration, or other amounts, payable or otherwise deliverable pursuant to this Agreement to any holder or former holder of Shares or any other Person such amounts as are required to be deducted or withheld therefrom under any applicable law (including any withholding provision of the Code and the treasury regulations promulgated thereunder). To the extent amounts are deducted or withheld pursuant to this Section 2.4, such amounts will be treated for all purposes under this Agreement as having been paid to the Person to whom such amounts would otherwise have been paid and such amounts shall be remitted to the applicable Governmental Authority in accordance with applicable law and notice thereof will be provided to the applicable holder of Shares. Any purported withholding of Taxes from payments or other deliveries made in accordance with the provisions of this Agreement, the amount of which was forwarded to the relevant Governmental Authority, will not be deemed a breach of this Agreement and the amount so withheld shall be treated for all purposes under this Agreement as having been paid to the Person to whom such amounts would otherwise have been paid, notwithstanding that withholding of Taxes might have not been required.

(g) Notwithstanding anything to the contrary in this Section 2.4, none of the Disbursement Agent, Parent or any party hereto will be liable to a holder of Shares for any amount properly paid to a public official pursuant to any applicable abandoned property, escheat or similar law.

2.5. Waiver of Redemption Rights of Preferred Stock. On behalf of itself and its successors in interest to the Preferred Shares, upon the Acceptance Date and its purchase of the Preferred Shares pursuant to the Shareholder Agreement, Purchaser waives any right to payment on the Preferred Shares under Section 3 of the Certificate of Designations in connection with the Offer, the Top-Up Option and any Change of Control (as defined in the Certificate of Designations) effected thereby. Purchaser

further agrees on behalf of itself and its successors in interest to the Preferred Shares that it will not have the right to redemption of the Preferred Stock under Section 8 of the Certificate of Designations until the later of (i) the first date permitted for redemption set forth in Section 8 of the Certificate of Designations and (ii) the termination date of this Agreement; provided, however, that upon the termination of this Agreement the terms of the Certificate of Designation will govern the Preferred Shares. The certificate(s) representing the Preferred Shares will bear a legend referring to the agreements of Purchaser set forth in this Section 2.5 and that such agreements will be binding upon any transferee or successor in interest to the Preferred Shares. In connection therewith, in the event the Purchaser transfers the Preferred Shares, it will first obtain an agreement from transferee in form and substance satisfactory to the Company pursuant to which the transferee agrees to be bound by the provisions of this Section 2.5.

## III. THE MERGER

3.1. The Merger. Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the provisions of the DGCL, Purchaser will merge with and into the Company at the Effective Time. At the Effective Time, the separate corporate existence of Purchaser will terminate. The Company will be the surviving corporation (the "*Surviving Corporation*") and will continue its corporate existence under the laws of the State of Delaware.

3.2. Closing. The closing of the Merger (the "*Closing*") will take place at the offices of Jones Day, 222 East 41st Street, New York, New York, at 10:00 a.m. prevailing Eastern time, on the first Business Day (unless the Parties agree to another time or date) after satisfaction or waiver of the conditions set forth in Article VII, other than those conditions that by their nature are to be satisfied at the Closing but subject to the fulfillment or waiver of those conditions, or at such other time, date or location as the parties mutually agree in writing (the date upon which the Closing actually occurs, the "*Closing Date*").

3.3. Effective Time. On the Closing Date, the Parties will cause the Merger to be consummated by executing and delivering a certificate of merger (the "*Certificate of Merger*") to the Secretary of State of the State of Delaware for filing in accordance with Section 103 of the DGCL. The Parties will make any and all other filings or recordings required under the DGCL, and the Merger will become effective when the Certificate of Merger is filed in the office of the Secretary of State of the State of Delaware, or at such later date or time as Parent and the Company mutually agree and specify in the Certificate of Merger in accordance with the DGCL (the time the Merger becomes effective being referred to herein as the "*Effective Time*").

3.4. Effects of the Merger. The Merger will have the effects prescribed by the DGCL and any other applicable law. Without limiting the generality of the foregoing, at the Effective Time, all of the property, rights, privileges, powers and franchises of the Company and Purchaser will vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of each of the Company and Purchaser will become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation.

3.5. Certificate of Incorporation and Bylaws. (a) At the Effective Time, the certificate of incorporation of the Company will be the certificate of incorporation of the Surviving Corporation and will be amended so as to read in its entirety as set forth on Exhibit A until thereafter further amended in accordance with its terms and as provided by applicable law (subject to the requirements of Section 6.1).

(b) The bylaws of Purchaser, as in effect immediately prior to the Effective Time, will be the bylaws of the Surviving Corporation until thereafter amended as provided therein or by applicable law (subject to the requirements of Section 6.1).

3.6. Directors and Officers. The initial directors of the Surviving Corporation will be the directors of Purchaser immediately prior to the Effective Time, each to hold office in accordance with the certificate of incorporation and by-laws of the Surviving Corporation until their respective successors are duly elected or appointed and qualified. The initial officers of the Surviving Corporation will be the officers of the Company immediately prior to the Effective Time, each to hold office in accordance with the certificate of incorporation and by-laws of the Surviving Corporation until their respective successors are duly appointed.

3.7. Conversion or Cancellation of Company Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of any stockholder of the Company:

(a) Each Share issued and outstanding immediately prior to the Effective Time, other than Exception Shares (which will be canceled and cease to exist with no payment being made with respect thereto)**,** Company Restricted Share Units (which will be treated in accordance with Schedule 3.9) and Dissenting Shares (which will be treated in accordance with Section 3.10), will be converted into and constitute the right to receive cash in an amount equal to the Per Share Amount, without interest (the "Common *Merger Consideration*"). Each Preferred Share issued and outstanding immediately prior to the Effective Time (other than the Preferred Shares beneficially owned by Parent, which will remain outstanding) and Dissenting Shares (which will be treated in accordance with Section 3.10), will be converted into and constitute the right to receive cash an amount per share equal to Series A-1 Preference Amount as defined in and as calculated in accordance with the Certificate of Designations, without interest (the "*Preferred Merger Consideration*," together with the Common Merger Consideration, the "*Merger Consideration*"). At the Effective Time, all shares of Company Capital Stock that have been converted into the right to receive the applicable Merger Consideration as provided in this Section 3.7(a) will no longer be outstanding and will be canceled and will cease to exist, and each holder of a Certificate that immediately prior to the Effective Time represented such shares of Company Capital Stock will cease to have any rights with respect thereto, except the right to receive the applicable Merger Consideration in exchange therefor.

(b) The aggregate number of issued and outstanding shares of Purchaser common stock ("*Purchaser Common Stock*") will be converted into that number of fully paid and nonassessable shares of common stock of the Surviving Corporation equal to the aggregate number of Fully Diluted Shares as of immediately prior to the Effective Time.

3.8. Exchange of Certificates; Payment of the Merger Consideration. (a) Prior to the Effective Time, Parent will deposit with the Disbursement Agent cash in an amount sufficient to allow the Disbursement Agent to make all payments that may be required pursuant to this Article III (such cash is referred to as the "*Merger Disbursement Fund*"). Parent will be obligated to, from time to time, deposit any additional funds necessary to make all payments that may be required by this Article III. The Disbursement Agent will deliver the cash payments contemplated to be paid for shares of Company Capital Stock pursuant to this Agreement out of the Merger Disbursement Fund as contemplated by this Agreement. Except as contemplated by this Section 3.8, the Merger Disbursement Fund will not be used for any other purpose. Amounts of cash in the Merger Disbursement Fund will be invested by the Disbursement Agent as directed by Parent; provided, however, that no such investment or losses thereon will affect the amounts payable to the holders of shares of Company Capital Stock. Any net profit resulting from, or interest or income produced by, such investments will be payable to Parent.

(b) Promptly after the Effective Time, but in no event more than two Business Days thereafter, Parent will cause the Disbursement Agent to mail or deliver to each Person who was, immediately prior to the Effective Time, a holder of record of shares of Company Capital Stock, a (i) form of letter of transmittal (which will specify that delivery will be effected, and risk of loss and title to Certificates will pass, only upon proper delivery of such Certificates to the Disbursement Agent) and that will be in such form and have such other provisions as Parent and Company will reasonably specify and (ii) instructions for use in effecting the surrender of Certificates in exchange for the consideration to which such Person is entitled pursuant to this Article III. Upon surrender to the Disbursement Agent of a Certificate for cancellation together with such letter of transmittal, duly executed and completed in accordance with the instructions thereto, the holder of such Certificate will promptly be provided in exchange therefor cash in the amount to which such holder is entitled pursuant to this Article III, and the Certificate so surrendered will forthwith be canceled. No interest will accrue or be paid with respect to any consideration to be delivered upon surrender of Certificates.

(c) If any cash payment is to be made in a name other than that in which the Certificate surrendered in exchange therefor is registered, it will be a condition of such payment that the Person requesting such payment pays any transfer or other similar Taxes required by reason of the making of such payment in a name other than that of the registered holder of the Certificate surrendered, or required for any other reason relating to such holder or requesting Person, or will establish to the reasonable satisfaction of the Disbursement Agent that such Tax has been paid or is inapplicable.

(d) There will be no transfers registered at or after the Effective Time on the stock transfer books of the Surviving Corporation of Company Common Stock or Certificates that were outstanding immediately prior to the Effective Time.

(e) If any Certificate has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if required by the Surviving Corporation or the Disbursement Agent, the posting by such Person of a bond in such reasonable amount as the Surviving Corporation or the Disbursement Agent may direct as indemnity against any claim that may be made against it with respect to such Certificate, the Surviving Corporation or the Disbursement Agent will, in exchange for such lost, stolen or destroyed Certificate, pay or cause to be paid the consideration deliverable in respect of Company Common Stock formerly represented by such Certificate pursuant to this Article III.

(f) Promptly following the date that is one year after the Closing Date, the Surviving Corporation will be entitled to require the Disbursement Agent to deliver to Parent any portion of the Merger Disbursement Fund which has not been disbursed to holders of shares of Company Capital Stock (including all interest and other income received by the Disbursement Agent in respect of the Merger Disbursement Fund), and thereafter each holder of a Share may surrender or transfer, as applicable, such Share to Parent or the Surviving Corporation and (subject to abandoned property, escheat and other similar laws) receive in consideration therefor the applicable Merger Consideration into which such shares of Company Capital Stock have been converted pursuant to Section 3.7, without interest, but such holder will have no greater rights against Parent or the Surviving Corporation than may be accorded to general creditors of Parent or the Surviving Corporation under applicable law.

(g) Notwithstanding anything to the contrary in this Section 3.8, none of the Disbursement Agent, Parent or any party hereto will be liable to a holder of shares of Company Capital Stock for any amount properly paid to a public official pursuant to any applicable abandoned property, escheat or similar law.

3.9. Stock Awards. The Company will take the actions specified in Schedule 3.9 with respect to all options to purchase Company Common Stock granted under the Company Stock Plans (each, a "*Company Stock Option*") and each outstanding Restricted Share Unit issued pursuant to the Company Stock Plans (each, a "*Company Restricted Share Unit*").

3.10. Appraisal Rights. (a) Notwithstanding any provision of this Agreement to the contrary, shares of Company Capital Stock that are outstanding immediately prior to the Effective Time (other than the Exception Shares) and that are held by stockholders of the Company who have neither voted in favor of the Merger nor consented thereto in writing and who will have demanded properly in writing appraisal for such shares of Company Capital Stock in accordance with Section 262 of the DGCL (the "*Dissenting Stockholders*") will not be converted into, or represent the right to receive, the applicable Merger Consideration (collectively, the "*Dissenting Shares*"). Dissenting Stockholders

will be entitled to receive payment of the fair value of the Dissenting Shares in accordance with the provisions of Section 262 of the DGCL, except that all Dissenting Shares held by stockholders of the Company who fail to perfect or who effectively withdraw or lose their rights to appraisal of such shares under Section 262 of the DGCL will thereupon be deemed to have been converted into, and to have become exchangeable for, as of the Effective Time, the right to receive the applicable Merger Consideration in accordance with Section 3.7, without any interest thereon, upon surrender, in the manner provided in Section 3.8, of the Certificate or Certificates that formerly evidenced such shares of Company Capital Stock.

(b) The Company will give Parent notice as promptly as reasonably practicable upon receipt by the Company of any demand for payment pursuant to Section 262 of the DGCL and of withdrawals of such notice, and Parent will have the right to participate in all negotiations and proceedings with respect to any such demands. Any payments to be made in respect of Dissenting Shares will be made by Parent and/or the Surviving Corporation. The Company will not, except with the prior written consent of Parent, make any payment with respect to any demands for appraisal or offer to settle or settle any such demands.

## IV. REPRESENTATIONS AND WARRANTIES

4.1. Standard for Breach of Representations and Warranties. For purposes of this Agreement, including Annex A and Sections 8.1(c) and 8.1(h), no representation or warranty of the Company contained in Section 4.2, other than the representations and warranties in the first sentence of Sections 4.2(a), Sections 4.2(b), (c) and (e) and Section 4.2(m)(vi) (the "*Specified Reps*"), and no representation or warranty of Parent and Purchaser, as the case may be, will be deemed untrue, and no Party will be deemed to have breached a representation or warranty, where such failure to be true or breach of such representation or warranty did not have and could not reasonably be expected to have a Material Adverse Effect with respect to the Company, on the one hand, or materially and adversely affect the ability of Parent or Purchaser, on the other hand, to perform its obligations hereunder in accordance with the terms.

4.2. Representations and Warranties about the Company. Except as Previously Disclosed, the Company represents and warrants to Parent and Purchaser as follows:

(a) Organization and Standing. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company is duly qualified to do business and is in good standing in all jurisdictions where its ownership or leasing of property or assets or its conduct of business requires it to be so qualified.

(b) Power. The Company has the corporate power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the Transactions, subject to receipt of the affirmative vote of the holders of a majority of the outstanding shares of Company Capital Stock to approve the Merger to the extent

required under the DGCL (the "*Company Stockholder Approval*"). The Company and each of its Subsidiaries has the corporate (or comparable) power and authority to carry on its business as it is now being conducted and to own all its properties and assets.

(c) Authority. The Company has duly authorized, executed and delivered this Agreement. Subject to receipt of the Company Stockholder Approval, this Agreement and the Transactions have been duly authorized by all necessary corporate action of the Company. At a meeting duly called and held, the Company Board has (i) approved and declared advisable this Agreement and the transactions contemplated hereby, including each of the Offer and the Merger (collectively, the "*Transactions*") (such approval and adoption having been made in accordance with the DGCL, including the Business Combination Law), and (ii) resolved to recommend that the Company's stockholders accept the Offer and tender Shares pursuant to the Offer (the "*Company Board Recommendation*"). This Agreement is the Company's valid and legally binding obligation, enforceable against the Company in accordance with its terms (except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability relating to or affecting creditors' rights or by general equity principles) (such exception, the "*Bankruptcy Exception*").

(d) Consents and Regulatory Approvals; No Defaults. (i) No consents or approvals of, or filings or registrations with, any Governmental Authority are required to be made or obtained by the Company or any of its Subsidiaries in connection with the execution, delivery or performance by it of this Agreement or to consummate the Offer or the Merger, except for (A) filings of applications and notices with, receipt of approvals or non-objections from, and expiration of related waiting periods required by, applicable Governmental Authorities under the HSR Act, (B) filings as may be required by the Exchange Act or the Nasdaq, and (C) the approvals and filings required by the DGCL, including receipt of the Company Stockholder Approval if required.

(ii) Subject to receipt of the filings and approvals referred to in Section 4.2(d)(i), the execution, delivery and performance of this Agreement and the consummation of the Transactions do not and will not (A) constitute a breach or violation of, or a default under, or give rise to any Lien (other than Permitted Liens) or any acceleration of remedies or right of termination under, any law, rule or regulation or any judgment, decree, order, governmental permit or license, or Material Contract of the Company or any of its Subsidiaries or to which the Company or any of its Subsidiaries or properties is subject or bound or (B) constitute a breach or violation of, or a default under, the Company's Constituent Documents.

(e) Company Stock. (i) The authorized capital stock of the Company consists of 3,000,000 shares of Preferred Stock and 70,000,000 shares of Company Common Stock. As of the Measurement Date, (A) 75,000 shares of Preferred Stock were issued and outstanding, (B) 32,949,685 Shares were issued and outstanding; (C) 937,872 Shares were issuable upon exercise of Company Stock Options and 1,613,814 Shares are issuable under Company Restricted Share Units, in each case, under the Company Stock Plans, and (D) no shares of Company Common Stock were issuable upon exercise of any other Rights under the Company Stock Plans.

(ii) The outstanding Shares and Preferred Stock have been duly authorized and are validly issued and outstanding, fully paid and nonassessable, and not subject to preemptive rights. Except as set forth above and except for shares issuable pursuant to the Company Stock Plans, there are no shares of Company Common Stock or Preferred Stock reserved for issuance, the Company does not have any Rights outstanding with respect to, Company Common Stock or Preferred Stock and the Company does not have any commitment to authorize, issue or sell any Company Common Stock, Preferred Stock or Rights, except pursuant to this Agreement, outstanding Company Stock Options and the Preferred Stock. Other than the redemption obligations with respect to the Preferred Stock set forth in the Certificate of Designations, the Company has no commitment to redeem, repurchase or otherwise acquire any shares of Company Common Stock, Preferred Stock or Rights. Other than the rights of the holder of the Preferred Stock set forth in the Certificate of Designations, there are no stockholder agreements, voting trusts or other arrangements or understandings to which the Company is a party with respect to the voting of stock or other equity interests of the Company or any of its Subsidiaries.

(f) Company Subsidiaries. (i) (A) The Company owns, directly or indirectly through a Subsidiary, all the outstanding equity securities of each of its Subsidiaries free and clear of any Liens (other than Permitted Liens); (B) no equity securities of any of the Company's Subsidiaries are or may become required to be issued (other than to the Company or its wholly owned Subsidiaries) by reason of any Right or otherwise; (C) there are no contracts, commitments, understandings or arrangements by which any of the Company's Subsidiaries is bound to sell or otherwise transfer any equity securities of any such Subsidiaries (other than to the Company or its wholly owned Subsidiaries); (D) there are no contracts, commitments, understandings or arrangements relating to the Company's rights to vote or to dispose of the equity securities of any of its Subsidiaries; and (E) all the equity securities of each Subsidiary held by the Company or its Subsidiaries have been duly authorized and are validly issued and outstanding, fully paid and nonassessable.

(ii) Each of the Company's Subsidiaries has been duly organized and is validly existing and in good standing under the laws of the jurisdiction of its organization and is duly qualified to do business and is in good standing in all jurisdictions where its ownership or leasing of property or assets or its conduct of business requires it to be so qualified.

(g) Company Regulatory Filings; Ordinary Course. (i) Since January 1, 2011, the Company has filed with the SEC all forms, statements, reports and documents required to be filed by it under the Exchange Act and the Securities Act. The Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2011 and all other reports, registration statements, definitive proxy statements or information statements, each as amended, filed by it or any of its Subsidiaries subsequent to January 1, 2012 under the Securities Act or under Section 13(a), 13(c),

14 or 15(d) of the Exchange Act (collectively, the "*Company Regulatory Filings*"), in the form filed with the SEC, (A) complied as to form with the applicable requirements under the Securities Act or the Exchange Act, as the case may be, and (B) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and each of the consolidated statements of financial position contained in or incorporated by reference into any such Company Regulatory Filing (including the related notes and schedules) fairly present in all material respects the financial position of the Company and its Subsidiaries on a consolidated basis as of the date of such statement in accordance with GAAP consistently applied during the periods involved, except in each case as may be noted therein or in a subsequent Company Regulatory Filing filed with the SEC prior to the Measurement Date, and subject to normal year-end audit adjustments and as permitted by SEC Form 10-Q promulgated under the Exchange Act in the case of unaudited statements.

(ii) Except (A) as reflected or reserved against in the balance sheet (or the notes thereto) as of December 31, 2011 included in the Company Regulatory Filings, (B) as permitted or contemplated by this Agreement, (C) for liabilities and obligations incurred since January 1, 2012 in the ordinary course of business, and (D) for liabilities or obligations which have been discharged or paid in full in the ordinary course of business, neither the Company nor any of its Subsidiaries has any liabilities or obligations of any nature, whether or not accrued, contingent or otherwise, that would be required by GAAP to be reflected on a consolidated balance sheet of the Company and its consolidated Subsidiaries (or in the notes thereto).

(iii) Since January 1, 2012, the Company and its Subsidiaries have conducted their respective businesses in the ordinary course of business consistent with past practice (excluding conduct in connection with and the incurrence of expenses related to this Agreement and the Transactions).

(h) Sarbanes-Oxley Act. The Company maintains a system of "internal control over financial reporting" (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) sufficient to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP and includes those policies and procedures that (A) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the Company's and its Subsidiaries' assets, (B) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, and that the Company's and its Subsidiaries' receipts and expenditures are being made only in accordance with authorizations of the Company's management and directors, and (C) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's and its Subsidiaries' assets that could have a material effect on the Company's financial statements. The "disclosure controls and procedures" (as defined in Rules 13a–15(e) and 15d–15(e) of the Exchange Act) utilized by the Company are reasonably designed to ensure that all information (both

financial and non–financial) required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC and that all such information required to be disclosed is accumulated and communicated to the management of Company, as appropriate, to allow timely decisions regarding required disclosure and to enable the chief executive officer and chief financial officer of the Company to make the certifications required under the Exchange Act with respect to such reports.

(i) Litigation. There is no suit, action, investigation or proceeding pending or, to the Company's Knowledge, threatened against or affecting it or any of its Subsidiaries, nor is there any judgment, decree, injunction, rule or order of any Governmental Authority or arbitration outstanding against the Company or any of its Subsidiaries.

(j) Compliance with Laws. The Company and each of its Subsidiaries (i) is, and during the two years prior to the date hereof has been, in compliance with all applicable federal, state, local and foreign statutes, laws, regulations, ordinances, rules, judgments, orders or decrees applicable thereto or to the employees conducting such businesses; (ii) has all permits, licenses, authorizations, orders and approvals of, and has made all material filings, applications and registrations with, all Governmental Authorities that are required in order to permit them to own or lease their properties and assets and to conduct their businesses as presently conducted; all such permits, licenses, authorizations, orders and approvals are in full force and effect as of the date of this Agreement; and, to the Company's Knowledge, no suspension or cancellation of any of them is threatened as of the date of this Agreement; and (iii) has not received, since January 1, 2011, notification from any Governmental Authority (A) asserting that the Company or any of its Subsidiaries is not in compliance with any of the statutes, regulations or ordinances that such Governmental Authority enforces or (B) threatening to revoke any license, franchise, permit or governmental authorization.

(k) Material Contracts; Defaults. (i) Neither the Company nor any of its Subsidiaries is a party to, bound by or subject to any currently effective agreement, contract, arrangement, commitment or understanding (other than to the extent it would include a Benefit Arrangement) (A) that is a "material contract" within the meaning of Item 601(b)(10) of the SEC's Regulation S-K or (B) that restricts in any material respect the conduct of business by the Company or any of its Subsidiaries or its or their ability to compete in any line of business (each, a "*Material Contract*").

(ii) Neither the Company nor any of its Subsidiaries is in default under any Material Contract, and, to the Company's Knowledge, there has not occurred any event that, with the lapse of time or the giving of notice or both, would constitute such a default. The Company filed with the SEC true and correct copies of each "material contract" within the meaning of Item 601(b)(10) of the SEC's Regulation S-K (and any amendments thereto) to which it or any of its Subsidiaries is a party required to be filed prior to the Measurement Date.

(l) Taxes. Since January 1, 2008, (i) all Tax Returns that are required to be filed within the (taking into account any extensions of time within which to file) by or with respect to the Company and its Subsidiaries have been duly and timely filed; (ii) all Taxes shown to be due on the Tax Returns referred to in clause (i) have been paid in full; (iii) all Taxes that the Company or any of its Subsidiaries is obligated to withhold from amounts owing to any employee, creditor or third party have been withheld and paid over to the proper Governmental Authority, to the extent due and payable; and (iv) no extensions or waivers of statutes of limitation have been granted or requested with respect to any of the Company's U.S. federal income taxes or those of its Subsidiaries. Except for Permitted Liens, to the Company's Knowledge, no Liens for material Taxes exist with respect to any of its assets or properties or those of its Subsidiaries.

(m) Benefit Arrangements. (i) True and complete copies of (A) all material Benefit Arrangements, including any trust instruments and insurance contracts forming a part of any Benefit Arrangements, and all amendments thereto and (B) the current summary plan description and any summaries of material modification, have been made available to Parent.

(ii) All of the Benefit Arrangements have been maintained and operated in substantial compliance with their terms, ERISA, the Code and other applicable laws. Each of the Benefit Arrangements that is an "employee pension benefit plan" within the meaning of Section 3(2) of ERISA, and that is intended to be qualified under Section 401(a) of the Code, has received a favorable determination letter or is subject to an opinion letter from the U.S. Internal Revenue Service, and nothing has occurred since the date of such letter that could adversely affect the qualified status of such plan.

(iii) Neither the Company nor any entity whose employees would be considered to be employed by one employer that would also be considered to be the employer of the employees of the Company under Sections 414(b), (c), (m) or (o) of the Code, or any entity that would be considered to be under "common control" with the Company under Section 4001(a)(14) of ERISA (an "*ERISA Affiliate*") has any actual or potential liability with respect to a "multiemployer plan" within the meaning of Section 3(37) of ERISA, a "multiple employer plan" described in Section 210(a) of ERISA or a pension plan subject to Title IV of ERISA or Section 412 of the Code.

(iv) Neither the Company's execution and delivery of this Agreement, the consummation of the Transactions nor the Company Stockholder Approval (if required) will, either alone or in conjunction with another event (such as termination of employment), (A) entitle any of its employees or any employees of its Subsidiaries to severance pay or any increase in severance pay, (B) accelerate the time of payment or vesting or trigger any payment or funding of compensation or benefits under, increase the amount payable or trigger any other material obligation pursuant to, any of the Benefit Arrangements; provided, however, the Company will be entitled to take the actions specified in Schedule 3.9, or (C) result in any payment that could be characterized as an "excess parachute payment" within the meaning of Section 280G of the Code.

(v) There is no pending or, to the Company's Knowledge, threatened assessment, complaint, proceeding or investigation before any Governmental Authority with respect to any Benefit Arrangement (other than routine claims for benefits).

(vi) Prior to the execution and delivery of this Agreement, the Company took all actions necessary, including obtaining the written consent of each applicable individual referenced in this Section 4.2(m)(vi), so that, as of the Effective Time and without further action, each Company Stock Option held by an individual who is a director of the Company and each of the individuals named in Section 4.2(m)(vi) of the Disclosure Schedule will be cancelled as of the Effective Time in exchange for (A) with respect to any such Company Stock Option with a per share exercise price that is less than the Per Share Amount (each, an "*In the Money Option*"), an amount of cash equal to the product of (x) the excess of the Per Share amount over such per share exercise price *times* (y) the number of shares of Company Common Stock subject to such Company Stock Option (whether vested or unvested) immediately prior to its cancellation (the "*In the Money Option Cash-Out Amount*") and (B) with respect to any such Company Stock Option (whether vested or unvested) with a per share exercise price that equals or exceeds the Per Share Amount (each, an "*Out of the Money Option*"), no consideration. True and complete copies of such consents were delivered to Purchaser prior to the execution and delivery of this Agreement.

(vii) The Company has suspended the Company's Employee Stock Purchase Plan (the "*ESPP*") and does not have any current Offering Period (as defined in the ESPP) in effect under the ESPP.

(n) Compensation Arrangements. On or prior to the date hereof, the Compensation Committee of the Company Board (the "*Compensation Committee*") (i) approved all amounts payable to any officer, director or employee of the Company or any of its Subsidiaries pursuant to each Benefit Arrangement or other arrangement, understanding or agreement (together with each amendment thereof or supplement thereto, collectively, the "*Compensation Arrangements*") as an "employment compensation, severance or other employee benefit arrangement" within the meaning of Rule 14d-10(d) under the Exchange Act and (ii) took all other action necessary to satisfy the requirements of the nonexclusive safe harbor with respect to such Compensation Arrangements in accordance with Rule 14d-10(d) under the Exchange Act (the approvals and actions referred to in clauses (i) and (ii) above, the "*Company Compensation Approvals*"). All payments made or to be made and benefits granted or to be granted pursuant to such Compensation Arrangements (A) were, or will be, paid or granted as compensation for past services performed, future services to be performed, or future services to be refrained from being performed, by such officer, director or employee and (B) were not, and will not, be calculated based on the number of securities tendered or to be tendered in the Offer by such director, officer or employee. The Company Board has determined that each member of the

Compensation Committee is an "independent director" in accordance with the requirements of Rule 14d-10(d)(2) under the Exchange Act. Prior to the execution and delivery of this Agreement, the Compensation Committee adopted a resolution consistent with the interpretative guidance of the SEC so that the disposition of shares of Company Capital Stock or Company Stock Options pursuant to this Agreement and the Merger by any officer or director of the Company who is a covered person of the Company for purposes of Section 16 of the Exchange Act will be an exempt transaction for purposes of Section 16 of the Exchange Act.

(o) Labor Matters. As of the date of this Agreement, neither the Company nor any of its Subsidiaries is a party to, or is bound by, any collective bargaining agreement, contract or other agreement or understanding with a labor union or labor organization, nor, to the Company's Knowledge, is the Company or any of its Subsidiaries as of the date of this Agreement the subject of a proceeding before any Governmental Authority asserting that the Company or any such Subsidiary has committed an unfair labor practice (within the meaning of the National Labor Relations Act) or seeking to compel the Company or such Subsidiary to bargain with any labor organization as to wages and conditions of employment. As of the date of this Agreement, (i) there is no strike or other labor dispute involving the Company or any of its Subsidiaries pending or, to the Company's Knowledge, threatened and (ii) to the Company's Knowledge, none of the Company's or any of its Subsidiaries' employees is seeking to certify a collective bargaining unit or engaging in any other similar labor organization activity. The Company and each of its Subsidiaries is in material compliance with all applicable laws, agreements, contracts, policies, plans, and programs relating to employment, employment practices, compensation, benefits, hours, terms and conditions of employment, and the termination of employment, including but not limited to any obligations pursuant to the Worker Adjustment and Retraining Notification Act of 1988, the proper classification of employees as exempt or non-exempt from overtime pay requirements, the provision of required meal and rest breaks and the proper classification of individuals as contractors or employees.

(p) Environmental Matters. (i) As of the date of this Agreement, there are no proceedings, claims, actions or investigations pending or, to the Company's Knowledge, threatened before any Governmental Authority arising under any Environmental Law against the Company or any of its Subsidiaries; (ii) since January 1, 2011, the Company and its Subsidiaries have conducted their operations in compliance with their environmental permits and the limitations, restrictions, conditions, standards, prohibitions, requirements and obligations of applicable Environmental Laws; (iii) the Company and its Subsidiaries currently hold all material permits required under Environmental Laws for the operations of their businesses, and, as of the date of this Agreement, such permits are in full force and effect; and (iv) there have been no releases of Hazardous Materials by the Company or its Subsidiaries at any property the Company or its Subsidiaries owns or operates as of the date of this Agreement that would reasonably be expected to form the basis of any Environmental Claim against the Company or any of its Subsidiaries.

(q) Intellectual Property. (i) The Company and its Subsidiaries exclusively own or possess all right, title and interest in and to all Company Intellectual Property, and have the rights to use, pursuant to a valid, binding and enforceable license agreement, all third-party Intellectual Property and third-party Software necessary to conduct the business of the Company and its Subsidiaries. The Company Intellectual Property is valid, subsisting and enforceable and none of the Company Intellectual Property has been misused, withdrawn, canceled or abandoned by the Company except as would not materially and adversely affect the operations of the Company as currently conducted. All application and maintenance fees for such Company Intellectual Property for which the Company has applied for or received registration from any Governmental Authority have been paid in full and are current.

(ii) The operation of the business of the Company and its Subsidiaries as currently conducted and as currently proposed to be conducted does not infringe, misappropriate, dilute or otherwise violate or conflict with the Intellectual Property of any other Person ("*Third Party Intellectual Property*"). Section 4.2(q)(ii) of the Disclosure Schedule sets forth a list of all suits, actions, proceedings or litigation alleging any of the foregoing that are pending or that have been threatened in writing against the Company or its Subsidiaries within two years prior to the date hereof. Within two years prior to the date hereof, neither the Company nor any of its Subsidiaries has received any written notice of any claims or assertions, contesting the ownership, use, validity or enforceability of any Company Intellectual Property. To the Knowledge of the Company, no Person has been engaged, is engaging or is proposed to engage in any activity or use of any Intellectual Property that infringes, misappropriates, dilutes or otherwise violates or conflicts with the Company Intellectual Property.

(iii) The Company and its Subsidiaries have implemented reasonable measures to maintain and protect the secrecy, confidentiality and value of any trade secrets and other confidential information related to the business of the Company and its Subsidiaries. Each current and former employee and independent contractor of, and consultant to, the Company or any of its Subsidiaries has entered into a valid and enforceable written agreement, or the Company and its Subsidiaries otherwise has rights enforceable under applicable law, pursuant to which such employee, independent contractor or consultant agrees or is required to maintain the confidentiality of the confidential information of the Company or its Subsidiary, and assigns to the Company or its applicable Subsidiary all rights, title and interest in Intellectual Property authored, developed or otherwise created by such employee, independent contractor or consultant in the course of their employment or other relationship with the Company or the applicable Subsidiary of the Company. To the Knowledge of the Company, no employee and no independent contractor or consultant or other third party to any such agreement is in breach thereof.

(iv) The Company and its Subsidiaries have implemented commercially reasonable measures to protect and limit access to the source code for the Company Software Products. Except in the ordinary course of their respective businesses, neither the Company nor any of its Subsidiaries has disclosed, delivered,

licensed or otherwise made available, and does not have a duty or obligation (whether present, contingent or otherwise) to disclose, deliver, license or otherwise make available, any source code for any Company Software Products to any Person who was not, as of the date of disclosure or delivery, an employee or contractor of the Company or one of its Subsidiaries.

(v) Except as listed on Section 4.2(q)(v) of the Disclosure Schedule, neither the Company nor any of its Subsidiaries has granted, nor agreed or committed to grant, nor given an option to obtain, ownership of or any exclusive license with respect to any Intellectual Property, including any Company Software Products, to any other Person. Except as listed on Section 4.2(q)(v) of the Disclosure Schedule, immediately following the Effective Time, the Surviving Corporation will continue to hold the same ownership rights or valid licenses (as applicable) to all of the Company Intellectual Property that are granted pursuant to a material contract, in each case, free from Liens other than Permitted Liens, and on the same terms and conditions as in effect with respect to the Company prior to the Effective Time. Neither this Agreement nor the consummation of the Transactions will result in: (A) Parent's or the Surviving Corporation's granting to any third party any right to or with respect to any Intellectual Property owned by, or licensed to, either of them, (B) either Parent's or the Surviving Corporation's being bound by, or subject to, any non-compete or other restriction on the operation or scope of their respective businesses, or (C) either Parent's or the Surviving Corporation's being contractually obligated to pay any royalties or other amounts to any third party in excess of those payable by the Company or its Subsidiaries, respectively, prior to the Effective Time.

(vi) The Company and its Subsidiaries have implemented commercially reasonable measures, to the extent within their control, to protect the internal and external security and integrity of all computer and telecom servers, systems, sites, circuits, networks, interfaces, platforms and other computer and telecom assets and equipment used by the Company or its Subsidiaries (the "*Company Systems*"), and the data stored or contained therein or transmitted thereby, including procedures preventing unauthorized access and the introduction of viruses, worms, Trojan horses, "back doors" and other contaminants, bugs, errors or problems that disrupt their operation or have an adverse impact on the operation of other software programs or operating systems, and the taking and storing on-site and off-site of back-up copies of critical data. There have been (A) to the Company's Knowledge, no material unauthorized intrusions or breaches of the security of the Company Systems and (B) no material failures or interruptions in the Company Systems for the two years prior to the date hereof. All Company Systems are sufficient in capacity for the conduct of the business of the Company and its Subsidiaries as currently conducted.

(vii) Without limiting the generality or effect of any other provision hereof, the Company and its Subsidiaries comply with and have at all times since June 1, 2010 (A) complied with and (B) conducted their business in accordance with all applicable data protection or privacy laws governing the collection, use, storage, transfer and dissemination of personal information and any privacy policies, programs or other notices that concern the collection or use of personal information by the

Company or its Subsidiaries. There have not been any material written complaints or notices to, or audits, proceedings or investigations conducted or claims asserted against, the Company and its Subsidiaries by any Person regarding the collection, use, storage, transfer or dissemination of personal information by any Person in connection with the business of the Company or its Subsidiaries or alleged non-compliance by the Company or any of its Subsidiaries with any applicable privacy laws or their published privacy policies, programs or other notices. The execution, delivery and performance of this Agreement and the consummation of the Transactions, and any resulting disclosure to and use by Parent and Purchaser and their Affiliates of, data, personally identifiable information and other information maintained by the Company will not materially breach the Company's published and current privacy policies and terms of use, any applicable contracts to which it is party or by which it is bound and, to the Knowledge of the Company, will comply in all material respects with all applicable laws relating to privacy and data security (including any such laws in the jurisdictions where the applicable information is collected).

(viii) No government funding, facilities at a university, college, other educational institution or research center or funding from third parties was used in the development of any Company Intellectual Property. No current or former employee, consultant or independent contractor of the Company or any of its Subsidiaries, who was involved in, or who contributed to, the creation or development of any Company Intellectual Property, has performed services for the government, any university, college or other educational institution or research center during a period of time during which such employee, consultant or independent contractor was also performing services for the Company or any of its Subsidiaries.

(ix) (A) There are no defects in any of the Company Software Products that would prevent the same from performing substantially in accordance with its user specifications and (B) at the time of their initial delivery to customers, all Company Software Products are free of all undocumented viruses, worms, Trojan horses, and other unintended contaminants and do not contain any bugs, errors or problems that disrupt their operation or have an adverse impact on the operation of other software programs or operating systems.

(x) To the Knowledge of the Company, in no case does the Company's or any of its Subsidiaries' use, incorporation or distribution of Open Source Software into Company Software Products give rise to any obligation to disclose or distribute any Company-proprietary source code, to license any Company Software Products or Company Intellectual Property under any open-source license agreement, or to distribute any Company Software Products or Company Intellectual Property without charge.

(xi) During the preceding two years, neither the Company nor any of its Subsidiaries has received any warranty or indemnity claims related to the Company Software Products that are (A) claims under any "epidemic failure" or similar clause or (B) other material claims outside the ordinary course of business. During the preceding two years, neither the Company nor any of its Subsidiaries has resolved any

warranty or indemnity claims related to the Company Software Products for amounts in excess of $500,000 over the Company's accounting reserves under GAAP, with respect to any specific customer.

(xii) The Company and its Subsidiaries are not, nor will they be as a result of the execution and delivery of this Agreement or the performance of the obligations of the Company under this Agreement, in breach of any contract relating to Third Party Intellectual Property material to the conduct of the business of the Company and its Subsidiaries as currently conducted. Except as listed on Section 4.2(q)(xii) of the Disclosure Schedule, the execution and delivery of this Agreement or the performance of the obligations under this Agreement by the Company will not result in the loss or impairment of, or give rise to any right of any third party to terminate, any of the Company's or its Subsidiaries' rights to any Third Party Intellectual Property arising from a contract material to the conduct of the business of the Company and its Subsidiaries as currently conducted, nor require the consent of any Governmental Authority or third party in respect of any Third Party Intellectual Property arising from a contract material to the conduct of the business of the Company and its Subsidiaries as currently conducted.

(r) Certain Business Practices. Neither the Company nor any of its Subsidiaries (nor any of their respective Representatives acting on its behalf) (i) has made or agreed to make any contribution, payment, gift or entertainment to, or accepted or received any contributions, payments, gifts or entertainment from, any government official, employee, political party or agent or any candidate for any federal, state, local or non-United States public office, where either the contribution, payment, gift or entertainment or the purpose thereof was illegal under the laws of any federal, state, local or non-United States jurisdiction or (ii) has engaged in or otherwise participated in, assisted or facilitated any transaction that is prohibited by any applicable embargo or related trade restriction imposed by the United States Office of Foreign Assets Control or any other United States federal Governmental Authority.

(s) Real and Personal Property. (i) The Company does not own any real property.

(ii) Section 4.2(s)(ii) of the Disclosure Schedule contains a true and complete list of all real property leases to which the Company or any of its Subsidiaries is a party (together with all amendments, modifications, supplements, renewals and extensions related thereto, the "*Leases*," and the space and real property subject to the Leases, the "*Leased Property*"), and the Company has made available to Parent a true and complete copy of each such Lease. The Company or one of its Subsidiaries has good and valid title to the leasehold estate in all Leased Property, free and clear of all Liens (except for Permitted Liens). The Leases are valid and binding against the Company or its applicable Subsidiary in accordance with their respective terms and are in full force and effect. There is neither any existing default or violation by the Company or any of its Subsidiaries under any Lease nor, to the Company's Knowledge, any existing default or violation by any counterparty to any Lease. To the Company's Knowledge, as of the date of this Agreement, neither the Company nor any

of its Subsidiaries has received any written notice of any default or event that with notice or lapse of time, or both, would constitute a default by the Company or any of its Subsidiaries under any Lease.

(iii) The Company or one of its Subsidiaries has good and valid title to, or a valid leasehold estate in, all personal property and assets reflected in the December 31, 2011 balance sheet contained in the Company Regulatory Filings (except for properties or assets subsequently sold, and leases subsequently terminated, in the ordinary course of business or otherwise as contemplated by this Agreement).

(t) Insurance. (i) The Company and its Subsidiaries maintain, or are entitled to the benefits of, insurance covering their material properties, operations, personnel and businesses (each, an "*Insurance Policy*"); (ii) except with respect to Insurance Policies relating to Benefit Arrangements, Section 4.2(t) of the Disclosure Schedule contains a true and complete list of all of the Insurance Policies as of the date of this Agreement; and (iii) as of the date of this Agreement, all premiums payable under any Insurance Policy have been paid when due and the Company and each of its Subsidiaries are in compliance with the terms of each Insurance Policy.

(u) Related Party Transactions. No director or officer of the Company (i) has any right or other interest in any property used in, or pertaining to, the Company's business, (ii) owns (of record or as a beneficial owner) an equity interest or any other financial or profit interest in a Person that has or has had business dealings or a material financial interest in any transaction with the Company and the amount the Company paid to the entity, or the amount of revenue received by the Company from the entity, is set forth on Section 4.2(u) of the Disclosure Schedule for directors and officers of the Company and any party to a Shareholder Agreement, other than ownership in an entity with shares listed for trading on a national securities exchange or inter-dealer quotation system provided the amount of such ownership is less than 5% of the voting securities of such entity, (iii) is a director, officer, employee or partner of, or consultant to, or lender to or borrower from, any Person which is a competitor, supplier, customer, landlord, tenant, creditor or debtor of the Company or any of its Subsidiaries other than in the case of a supplier or customer where the amount paid by the Company to such entity or revenues received by the Company from such entity were less than $120,000 in 2012, (iv) has any interest, directly or indirectly, in any contract to which the Company is a party or subject or by which it or any of its properties is bound or affected, except for expenses incurred in the ordinary course of business consistent with past practice, and, with regard to employees and officers, other than current compensation and benefits incurred in the ordinary course of business consistent with past practice, (v) owes any amount to the Company or any of its Subsidiaries nor does the Company or any of its Subsidiaries owe any amount to, or has the Company or any of its Subsidiaries committed to make any loan or extend or guarantee credit to or for the benefit of, any director or officer of the Company and (vi) has any claim or cause of action against the Company or any of its Subsidiaries. The Company is not a guarantor or indemnitor of any material indebtedness of any Related Person of the Company.

(v) Offer Documents; Schedule 14D-9; Proxy Statement. Subject to the accuracy of the representations and warranties of Parent and Purchaser contained in Section 4.3(h):

(i) Neither the Schedule 14D-9 nor any of the information supplied by or on behalf of the Company for inclusion in the Offer Documents will, at the times the Schedule 14D-9, the Offer Documents or any amendments or supplements thereto are filed with the SEC or are first published, sent or given to stockholders of the Company, as the case may be, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(ii) In the event a Stockholders' Meeting is held, neither the proxy statement to be sent to the stockholders of the Company in connection with the Stockholders' Meeting nor the information statement to be sent to such stockholders, as appropriate (such proxy statement or information statement, as amended or supplemented, being referred to herein as the "*Proxy Statement*"), will, at the date the Proxy Statement (or any amendment or supplement thereto) is first mailed to stockholders of the Company or at the time of the Stockholders' Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not false or misleading or necessary to correct any statement in any earlier communication with respect to the solicitation of proxies for the Stockholders' Meeting that has become false or misleading.

(iii) Notwithstanding the foregoing provisions of this Section 4.2(v), the Company makes no representation or warranty with respect to any information supplied by Parent, Purchaser or any of Parent's or Purchaser's respective Representatives for inclusion in the Offer Documents, the Schedule 14D-9 or the Proxy Statement, if applicable.

(iv) The Schedule 14D-9 and the Proxy Statement, if applicable, will, at the time such documents are filed with the SEC, at the time the Offer Documents are mailed to the holders of shares of Company Capital Stock and at the time any amendment or supplement thereto is filed with the SEC, comply as to form in all material respects with the applicable provisions of the Exchange Act and the Securities Act and the rules and regulations promulgated thereunder.

(w) Takeover Laws and Provisions Applicable to the Company. The Company has taken all action required to be taken by it in order to: (i) exempt this Agreement, the Shareholder Agreement and the Transactions from the requirements of

any "moratorium," "control share," "fair price," "affiliate transaction," "business combination" or other anti-takeover laws and regulations of any State, including the Business Combination Law (collectively, "*Takeover Laws*") and (ii) make this Agreement, the Shareholder Agreement and the Transactions comply with the requirements of any provisions of its Constituent Documents concerning "business combination," "fair price," "voting requirement," "constituency requirement" or other related provisions (collectively, "*Takeover Provisions*").

(x) Financial Advisors. Neither the Company nor any of its Subsidiaries has engaged any broker or finder or incurred any liability for any brokerage fees, commissions or finder's fees in connection with the Transactions, except that, in connection with the Transactions, the Company has retained Raymond James & Associates, Inc. as its financial advisor, and SunTrust Robinson Humphrey, Inc. to deliver a fairness opinion in connection with the Transactions contemplated hereby, the arrangements with which have been disclosed to Parent prior to the date of this Agreement.

(y) Opinion of Financial Advisor. Prior to the execution and delivery of this Agreement, the Company has received an opinion of SunTrust Robinson Humphrey, Inc., substantially to the effect that as of the date of this Agreement and based upon and subject to the matters set forth therein, the consideration to be received by the holders of Shares pursuant to the Offer and the Merger is fair from a financial point of view to such holders.

(z) No Additional Representations. Except for the representations and warranties of the Company expressly set forth in this Section 4.2 (as modified by the Disclosure Schedule), neither the Company nor any other Person makes any other express or implied representation or warranty on behalf of the Company with respect to the Company, any of its Subsidiaries, any of their respective businesses or the Transactions.

4.3. Representations and Warranties about Parent and Purchaser. Parent and Purchaser hereby jointly and severally represent and warrant to the Company as follows:

(a) Organization and Standing. Each of Parent and Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Each of Parent and Purchaser is duly qualified to do business and is in good standing in all jurisdictions where its ownership or leasing of property or assets or its conduct of business requires it to be so qualified.

(b) Power. Each of Parent and Purchaser has the corporate power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the Transactions. Each of Parent and Purchaser has the corporate (or comparable) power and authority to carry on its business as it is now being conducted and to own all its properties and assets.

(c) Authority. Each of Parent and Purchaser has duly authorized, executed and delivered this Agreement and the Shareholder Agreement. This Agreement, the Shareholder Agreement and the Transactions have been duly authorized by all necessary corporate action of each of Parent and Purchaser. This Agreement and the Shareholder Agreement are each Parent's and Purchaser's valid and legally binding obligation, enforceable against each of them in accordance with its terms subject to the Bankruptcy Exception.

(d) Consents and Regulatory Approvals; No Defaults. (i) No consents or approvals of, or filings or registrations with, any Governmental Authority or with any third party are required to be made or obtained by Parent or Purchaser in connection with the execution, delivery or performance by it of this Agreement or the Shareholder Agreement or to consummate the Offer or the Merger, except for (A) filings of applications and notices with, receipt of approvals or non-objections from, and expiration of related waiting periods required by, applicable Governmental Authorities, including under the HSR Act, (B) filings as may be required by the Exchange Act or the Nasdaq, and (C) the approvals and filings required by the DGCL.

(ii) Subject to receipt of the consents and approvals referred to in Section 4.3(d)(i), the execution, delivery and performance of this Agreement, the Shareholder Agreement and the consummation of the Transactions do not and will not (A) constitute a breach or violation of, or a default under, or give rise to any Lien (other than Permitted Liens) or any acceleration of remedies or right of termination under, any law, rule or regulation or any judgment, decree, order, governmental permit or license, or agreement, indenture or other instrument of Parent or Purchaser or to which Parent or Purchaser or any of their properties is subject or bound, or (B) constitute a breach or violation of, or a default under, Parent or Purchaser's Constituent Documents.

(e) Purchaser Stock. The authorized capital stock of Purchaser consists of 70,000,000 shares of Purchaser Common Stock. All of the issued and outstanding capital stock of Purchaser is owned by Parent as Purchaser's sole stockholder. The outstanding shares of Purchaser Common Stock have been duly authorized and are validly issued and outstanding, fully paid and nonassessable, and not subject to preemptive rights (and were not issued in violation of any preemptive rights).

(f) No Prior Activities. Except for obligations or liabilities incurred in connection with its incorporation or the negotiation and consummation of this Agreement and the Transactions, Purchaser has not incurred any obligations or liabilities, and has not engaged in any business or activities of any type or kind whatsoever, and has not entered into any agreements or arrangements with any other Person.

(g) Ownership of Company Common Stock. As of the date of this Agreement neither Parent nor any of its Subsidiaries (including Purchaser) is, and at no time during the last three years has Parent or any of its Subsidiaries (including Purchaser) been, an "interested stockholder" of the Company as defined in the

Business Combination Law. As of the date of this Agreement neither Parent nor any of its Subsidiaries (including Purchaser) owns (beneficially or of record), or is a party to any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of, any shares of capital stock of the Company (other than as contemplated by this Agreement and the Shareholder Agreement) in excess of 5% of the outstanding shares of Company Capital Stock.

(h) Offer Documents; Proxy Statement. Subject to the accuracy of the representations and warranties of the Company contained in Section 4.2(v):

(i) Neither the Offer Documents nor any of the information supplied by or on behalf of Parent or Purchaser for inclusion in the Offer Documents will, at the time the Offer Documents are filed with the SEC or are first published, sent or given to stockholders of the Company, as the case may be, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(ii) In the event a Stockholders' Meeting is held, the information supplied by or on behalf of Parent or Purchaser for inclusion in the Proxy Statement will not, at the date the Proxy Statement (or any amendment or supplement thereto) is first mailed to stockholders of the Company or at the time of the Stockholders' Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not false or misleading or necessary to correct any statement in any earlier communication with respect to the solicitation of proxies for the Stockholders' Meeting that shall have become false or misleading.

(iii) Notwithstanding the foregoing provisions of this Section 4.3(h), Parent and Purchaser make no representation or warranty with respect to any information supplied by the Company or any of its Representatives for inclusion in the Offer Documents or the Proxy Statement, if applicable.

(iv) The Offer Documents will, at the time such documents are filed with the SEC, at the time the Offer Documents are mailed to the holders of Shares, and at the time any amendment or supplement thereto is filed with the SEC, comply as to form in all material respects with the applicable provisions of the Exchange Act and the Securities Act and the rules and regulations promulgated thereunder.

(i) Funds. As of the date of this Agreement, Parent has committed financing necessary for it and Purchaser to satisfy the obligation to pay for Shares in the Offer, the Preferred Shares pursuant to the Shareholder Agreement and to pay the

applicable Merger Consideration in the Merger. Purchaser and Parent acknowledge that their obligation to pay for the Shares in the Offer and the Preferred Shares pursuant to the Shareholder Agreement is not subject to financing.

(j) No Additional Representations. Parent acknowledges that neither the Company nor any other Person has made any representation or warranty, expressed or implied, as to the accuracy or completeness of any information regarding the Company furnished or made available to Parent and its Representatives in connection with the Transactions and that neither the Company, its Subsidiaries nor any of their respective Representatives has made any representation or warranty regarding the Company, its Subsidiaries or their respective businesses except as and to the extent expressly set forth in Section 4.2.

## V. COVENANTS TO BE PERFORMED PRIOR TO THE CLOSING

5.1. Conduct of Business of the Company. Except for the matters set forth on Part C of the Disclosure Schedule or otherwise expressly contemplated by this Agreement or required by applicable law, from the date of this Agreement until the Appointment Time or the earlier termination of this Agreement in accordance with its terms, the Company will conduct its business and cause to be conducted the businesses of its Subsidiaries in the ordinary course of business and use its commercially reasonable efforts to preserve intact their respective business organizations. In addition, and without limiting the generality or effect of the foregoing, except as otherwise expressly contemplated or permitted by this Agreement, as set forth in Part C of the Disclosure Schedule or as required by applicable law, without the prior written consent of Parent in its sole discretion, from the date of this Agreement until the Appointment Time or the earlier termination of this Agreement in accordance with its terms, the Company will not, and will cause each of its Subsidiaries not to:

(a) Operations. Enter into any new material line of business or change its material operating policies.

(b) Capital Stock and Other Securities. Other than pursuant to Rights Previously Disclosed and outstanding on the date of this Agreement, (i) issue, sell or otherwise permit to become outstanding or dispose of or encumber or pledge, or authorize or propose the creation of, any additional shares of its capital stock or any other securities (including long-term debt) or any Rights with respect to shares of its capital stock or any other securities or (ii) permit any additional shares of its capital stock to become subject to new grants under the Company Stock Plans or otherwise, except for the issuance or grant of Company Stock Options and Company Restricted Share Units under the Company Stock Plans to newly hired or promoted employees in the ordinary course of business consistent with past practice

(c) Dividends, Distributions, Repurchases. (i) Make, declare, pay or set aside for payment any dividend on or in respect of, or declare or make any distribution on, any shares of its capital stock, other than dividends from its wholly owned Subsidiaries to it or another of its wholly owned Subsidiaries or (ii) directly or

indirectly adjust, split, combine, redeem or reclassify, or purchase or otherwise acquire, any shares of its capital stock other than purchases or cancellations of Company Common Stock in connection with the vesting of Company Restricted Share Units or exercise of Company Stock Options in order to fund the Company's withholding tax obligations associated with such vesting or exercise or to effect the "cashless" exercise of Company Stock Options.

(d) Dispositions. Sell, transfer, mortgage, encumber or otherwise dispose of any of its assets, business or properties, except for sales, transfers, mortgages, encumbrances or other dispositions in the ordinary course of business, or liens, mortgages or encumbrances granted in connection with refinancing, replacement or extension of existing indebtedness consistent with past practice or pursuant to a transaction that, together with any other such transactions, is not material to it and its Subsidiaries, taken as a whole.

(e) Acquisitions. Acquire all or any portion of the assets, business, properties or shares of stock or other securities of any other Person other than the purchase of assets and properties in the ordinary course of business consistent with past practice.

(f) Constituent Documents. Amend its Constituent Documents.

(g) Accounting Methods. Implement or adopt any change in its financial accounting principles, practices or methods, other than as may be required by GAAP or regulatory accounting requirements applicable to U.S. publicly owned business organizations generally.

(h) Compensation; Employment Agreements; Etc. Enter into, amend, modify or renew any employment, consulting, change in control or similar contract, agreement or arrangement with any director, employee or consultant, or grant any salary or wage increase, equity awards or incentive or bonus payments, except (i) to make changes or payments that are required by the terms of a Benefit Arrangement; (ii) base salary increases to employees or other services providers of the Company with an annual base salary of less than $100,000 in the ordinary course of business consistent with past practice; (iii) as set forth in Part C of the Disclosure Schedule; or (iv) in connection with the hiring of new non-officer employees in the ordinary course of business consistent with past practice.

(i) Benefit Plans. Subject to Section 5.1(h) above, enter into, establish, adopt, amend, modify or renew any pension, retirement, stock option, stock purchase, savings, profit sharing, deferred compensation, bonus, group insurance or other employee benefit, incentive or welfare contract, plan or arrangement or any trust agreement in respect of any director, officer or employee or take any action to accelerate the vesting or exercisability of Company Stock Options, Company Restricted Share Units or other compensation or benefits payable thereunder, except (i) as may be required by the terms of a Benefit Arrangement or (ii) amendments that do not increase benefits or result in increased administrative costs.

(j) Indebtedness. (i) Incur any indebtedness for borrowed money other than borrowings pursuant to the Company's and its Subsidiaries' Previously Disclosed credit arrangements (or refinancing or replacement or extension of such credit arrangements) or under capital leases in effect on the date hereof in the ordinary course consistent with past practice, (ii) issue, sell or amend any debt securities or other rights to acquire any debt securities of the Company or any of its Subsidiaries other than in connection with the refinancing or replacement or extension of existing credit facilities, (iii) other than to Subsidiaries of the Company, make any loans, advances or capital contributions to, or material investment in, any Person, (iv) pledge or otherwise encumber shares of capital stock of the Company or any of its Subsidiaries (other than Permitted Liens), or (v) mortgage, pledge or otherwise encumber any of its material assets (other than Permitted Liens other than in connection with the or refinancing or replacement or extension of existing credit facilities).

(k) Taxes. Change any material method of Tax accounting or settle or compromise any Tax liability or claim in excess of $500,000.

(l) Material Contracts. Terminate, amend or modify (in any material respect), or waive any material provision of, any Material Contract other than (i) in the ordinary course of business or (ii) in connection with the refinancing or replacement or extension of existing credit facilities.

(m) Non-Competes. Enter into any agreement containing any provision or covenant restricting in any material respect the Company's or any of its Subsidiary's conduct of business or ability to compete in any line of business.

(n) Capital Expenditures. Make or agree to make any new capital expenditure or expenditures (other than in the ordinary course of business or capital expenditures that are contemplated by the Company's annual budget for 2013 which has been made available to Parent).

(o) Company Intellectual Property. With respect to any Company Intellectual Property, except (x) for agreements between or among the Company and its Subsidiaries, (y) in the ordinary course of business consistent with past practice or (z) in connection with a refinancing or replacement of an existing credit facility, (i) encumber, impair, abandon, fail to maintain, transfer, license to any Person (including through an agreement with a reseller, distributor, franchisee or other similar channel partner), or otherwise dispose of any right, title or interest of the Company or any of its Subsidiaries in any Company Intellectual Property or Company Software Products or (ii) divulge, furnish to or make accessible any material confidential or other non-public information in which the Company or any of its Subsidiaries has trade secret or equivalent rights within the Company Intellectual Property to any Person who is not subject to an enforceable written agreement to maintain the confidentiality of such confidential or other non-public information.

(p) Claims. Waive, release, assign, settle or compromise any claim, action or proceeding, other than waivers, releases, assignments, settlements or

compromises that (i) involve the payment of monetary damages equal to or lesser than the amounts specifically reserved with respect thereto on the balance sheet as of December 31, 2011 included in the Company Regulatory Filings or that do not exceed $500,000 individually or in the aggregate, (ii) if involving any non-monetary outcome, will not have a material effect on the continuing operations of the Company, (iii) are with respect to ordinary course customer disputes; or (iv) involve the Stuckey Litigation or the Lawlor Litigation (each as defined in the Disclosure Schedule).

(q) Adverse Actions. Take any action that would reasonably be expected to result in any of the conditions to the Offer set forth on Annex A or to the Merger set forth in Article VII not being satisfied.

(r) Commitments. Enter into any contract or binding commitment with respect to any of the foregoing.

5.2. Reasonable Best Efforts; Cooperation. (a) From the date of this Agreement until the Closing or the earlier termination of this Agreement in accordance with its terms, each of the Parties will use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things, necessary, proper or advisable to consummate and make effective, as promptly as practicable prior to the Termination Date, the Transactions in accordance with the terms of this Agreement and the Shareholder Agreement, including (i) the taking of all acts necessary to cause the conditions to the Offer and the conditions to the Merger to each be satisfied as promptly as practicable; (ii) the obtaining of all necessary actions or nonactions, waivers, consents and approvals from Governmental Authorities and the making of all necessary registrations, notices and filings (including filings with Governmental Authorities) and the taking of all steps as may be necessary to obtain an approval or waiver from, or to avoid an action or proceeding by, any Governmental Authority; (iii) the avoidance of each and every impediment under any antitrust, merger control, competition or trade regulation law that may be asserted by any Governmental Authority with respect to any aspect of the Transactions so as to enable the Closing to occur as soon as reasonably possible; (iv) the obtaining of all necessary consents, approvals or waivers from other third parties, including any such consents, approvals or waivers required in connection with any divestiture; (v) the defending of any lawsuits or other legal proceedings, whether judicial or administrative, challenging this Agreement or delaying, preventing or restraining the consummation of the Transactions, including seeking to have any stay or temporary restraining order entered by any Governmental Authority vacated, overturned or reversed, including by vigorously pursuing all available avenues of administrative and judicial appeal; and (vi) the execution and delivery of any additional instruments necessary to consummate the Transactions and to fully carry out the purposes of this Agreement and the Shareholder Agreement.

(b) Parent will cause Purchaser to comply with all of Purchaser's obligations under or related to this Agreement and the Transactions.

(c) Unless this Agreement is terminated in accordance with its terms, neither the Company Board nor the Compensation Committee may withdraw, condition or otherwise modify, nor permit the withdrawal, condition or other modification of, the Company Compensation Approvals.

(d) Notwithstanding anything to the contrary contained in this Agreement, the Company, the stockholders of the Company and their respective Subsidiaries, Affiliates, directors, officers, employees, agents, partners, managers, members or stockholders will not have any rights or claims against any of the commercial banks, investment banks or other financial institutions providing financing to Parent or Purchaser in connection with the transactions contemplated by this Agreement (each a "*Debt Financing Party*") in any way relating to this Agreement or any of the transactions contemplated by this Agreement, including any dispute arising out of or relating in any way to the performance of any financing commitments of such Debt Financing Party with respect to the transactions contemplated hereby, whether at law or equity, in contract, in tort or otherwise. No Debt Financing Party will have any liability (whether in contract, in tort or otherwise) to the Company, the stockholders of the Company and their respective Subsidiaries, Affiliates, directors, officers, employees, agents, partners, managers, members or stockholders for any obligations or liabilities of any party hereto under this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby, including any dispute arising out of or relating in any way to the performance of any financing commitments. Without limiting the foregoing, it is agreed that any claims or causes of action brought against any Debt Financing Party in its capacity as such will not be brought in any forum other than the federal and New York State courts located in the Borough of Manhattan within the City of New York and will be governed by the law of the State of New York. It is further agreed that the Debt Financing Parties are intended third-party beneficiaries of, and will be entitled to the protections of this provision and Sections 5.11 and 9.13.

5.3. HSR. (a) The Company and Parent will (i) duly file with the United States Federal Trade Commission (the "*FTC*") and the Antitrust Division of the United States Department of Justice (the "*DOJ*") the notification and report form (the "*HSR Filing*") required under the HSR Act and (ii) duly make all notifications and other filings required under any other applicable competition, merger control, antitrust or similar law (together with the HSR Filing, the "*Antitrust Filings*") in accordance with the terms of this Section 5.3). The Antitrust Filings will be prepared and made in substantial compliance with the requirements of the HSR Act or other laws, as applicable. Neither Parent nor the Company will voluntarily withdraw its HSR Filing except that, upon notice to the Company, Parent may withdraw its HSR Filing in the event that counsel to Parent recommends that such action be taken to avoid a Second Request or the initiation of Agency Litigation, in which event Parent will refile its HSR Filing (and Parent will pay the fee required under the HSR Act in respect thereof) within two Business Days of its withdrawal; provided, however, that Parent may not voluntarily withdraw and refile its HSR Filing more than two times without the prior consent of the Company. Each of Parent and the Company will promptly file with any Governmental Authority other than the DOJ any other filings, reports, information and documentation required in order to complete the Transactions under any Antitrust Laws other than the HSR Act. In the

event that the DOJ or any other Governmental Authority requests additional information (other than pursuant to a Second Request or Agency Litigation, provision for which is made in Sections 5.3(b) and 5.3(c)), each of the Parties will respond thereto as promptly as practicable.

(b) Each of the Parties hereto will (i) furnish to each other's counsel such necessary information and reasonable assistance as such other counsel may request in good faith in connection with its preparation of any filing or submission to any Governmental Authority under the HSR Act and any other Antitrust Laws (including the HSR Filing), (ii) give the other Parties prompt notice of any so-called "second request" for information by the DOJ pursuant to 16 C.F.R. §§ 801, *et seq.* (a "*Second Request*") or any legal or other proceeding by or before any Governmental Authority with respect to the Transactions ("*Agency Litigation*"), and respond as promptly as practicable thereto with the objective of causing the Effective Time to occur as promptly as practicable, (iii) promptly inform the other Parties of any communication with any Governmental Authority regarding any Second Request, Agency Litigation or the Transactions and keep the other Parties informed on a current basis as to the status of any such matter, (iv) consult and cooperate with each other in connection with any analysis, appearance, discussion, presentation, memorandum, brief, argument, opinion or proposal made or submitted to any Governmental Authority in connection with any proceeding or communication relating to the Transactions, and (v) to the extent practicable, except as may be prohibited by any Governmental Authority or by any legal requirement, permit authorized representatives of the other Party to be present at each meeting or conference or telephone call with any representative of a Governmental Authority relating to any such proceeding and to have access to any document, opinion or proposal made or submitted to any Governmental Authority in connection with any such proceeding.

(c) In the event that any administrative or judicial action or proceeding (including Agency Litigation) is instituted (or threatened to be instituted) by a Governmental Authority or private party challenging the Transactions, each of the Parties will cooperate in all material respects with each other and use its respective reasonable best efforts to contest and resist any such action or proceeding and to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the Transactions or delays the Effective Time past the Termination Date (collectively, an "*Injunction*"); provided, however, that notwithstanding any other provision of this Agreement, including in this Article V, (i) Parent will be entitled to direct the defense of any legal, administrative or judicial action or proceeding in respect of the Transactions, or negotiations with any Governmental Authority or other Person relating thereto, including in respect of any regulatory filings under applicable Antitrust Laws, (ii) the Company will not make any offer, acceptance or counter-offer to or otherwise engage in negotiations or discussions with any Governmental Authority or other Person with respect to any proposed settlement, stay, toll, extension of any waiting period, consent decree, commitment or remedy, or, in the event of litigation, discovery, admissibility of evidence, timing or scheduling, except as specifically requested by or agreed with Parent or its counsel,

and (iii) the Company will use its commercially reasonable efforts to provide full and effective support of Parent and its counsel in all such negotiations and discussions with representatives of any Governmental Authority or other Person to the extent requested by counsel to Parent. Each of the Parties may, as each deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other pursuant to this Section 5.3 as "Outside Counsel Only Material" and may redact from any information provided to the other party and its counsel any references to such party's valuation of the other party.

(d) Each of the Parties hereto shall (i) use its reasonable best efforts to obtain promptly (and in any event no later than the Termination Date) any clearance required under the HSR Act and any other Antitrust Laws for the consummation of the Transactions, (ii) use its reasonable best efforts to avoid or eliminate any impediment under any Antitrust Law, or regulation or rule, that may be asserted by any Governmental Authority, or any other Person, with respect to the Transactions so as to enable the Effective Time to occur expeditiously (and in any event no later than the Termination Date), (iii) use its reasonable best efforts to defend through Agency Litigation or, if applicable, other litigation on the merits any claim asserted in any court, administrative tribunal or hearing that the Transactions would violate any applicable law, or any regulation or rule of any Governmental Authority, in order to avoid entry of, or to have vacated or terminated, any Injunction, (iv) cause its respective inside and outside counsel to cooperate in good faith with counsel and other representatives of each other party hereto and use its reasonable best efforts to facilitate and expedite the identification and resolution of any such issues and, consequently, the expiration of the applicable HSR Act waiting period and the waiting periods under any other Antitrust Laws at the earliest practicable dates (and in any event no later than the Termination Date).

(e) Notwithstanding anything to the contrary contained in this Agreement, including any covenant in this Article V, Parent and its Subsidiaries will not be required to commit to any divestiture, license, hold separate or other commitment, undertaking or arrangement, and the Company may not commit or offer to commit to any divestiture, license, hold separate or other commitment, undertaking or agreement, with respect to assets or conduct of business arrangements (whether in respect of the Company, Parent or any of their respective subsidiaries) as a condition to obtaining any approval from any Governmental Authority for any reason. For the avoidance of doubt, the covenants in this Section 5.3 will constitute the Parties' sole obligations with respect to efforts to obtain approvals of Governmental Authorities.

5.4. Stockholder Approvals. (a) If required by applicable law in order to consummate the Merger, the Company, acting through the Company Board, will, in accordance with applicable law and the Company's Certificate of Incorporation and Bylaws, duly call, give notice of, convene and hold an annual or special meeting of its stockholders, as promptly as reasonably practicable following consummation of the Offer for the purpose of considering and taking action on this Agreement and the Merger (such meeting, or any adjournments or postponements thereof, the "*Stockholders' Meeting*"). At the Stockholders' Meeting or any postponement or

adjournment thereof, Parent and Purchaser will vote, or will cause, all shares of Company Capital Stock then owned by them and their respective Subsidiaries to be voted in favor of the adoption of this Agreement and to deliver or provide, in its capacity as a stockholder of the Company, any other approvals that are required pursuant to applicable law, regulations or the rules of the SEC or Nasdaq to effect the Transactions.

(b) Following the receipt of the Company Stockholder Approval, if applicable, Parent and Purchaser will cause the Merger to become effective as promptly as practicable. Notwithstanding the foregoing, in the event that Purchaser acquires shares of Capital Stock representing at least 90% of the voting power of the then outstanding shares of Company Capital Stock pursuant to the Offer and the Preferred Share Sale, exercise of the Top-Up Option or otherwise in accordance with this Agreement, the Parties will take all necessary and appropriate action to cause the Merger to become effective, in accordance with Section 253 of the DGCL, as promptly as practicable after such acquisition without a meeting of the stockholders of the Company.

5.5. Proxy Statement; Information Statement. If approval of the Company's stockholders is required by applicable law to consummate the Merger, promptly following consummation of the Offer, the Company will file the Proxy Statement with the SEC under the Exchange Act and use its reasonable best efforts to have the Proxy Statement cleared by the SEC promptly. Each of the Company, Parent and Purchaser agrees to use its reasonable best efforts, after consultation with the other Parties, to respond promptly to all comments of and requests by the SEC with respect to the Proxy Statement and to cause the Proxy Statement and all required amendments and supplements thereto to be mailed to the holders of shares of Company Capital Stock entitled to vote at the Stockholders' Meeting at the earliest practicable time.

5.6. Press Releases. The initial press release announcing this Agreement will be in substantially the form previously agreed to by the Parties. Parent and Purchaser, on the one hand, and the Company, on the other hand, will consult with each other before issuing any press release with respect to the Offer, the Merger or this Agreement and will not issue any such press release without the prior written consent of the other Party, which will not be unreasonably withheld or delayed; provided, however, that a Party may, without the prior consent of the other Party (but after prior consultation, to the extent reasonably practicable in the circumstances), issue any such press release as such party's legal counsel advises is required by applicable law, securities exchange or Nasdaq rules. Parent and Purchaser, on the one hand, and the Company, on the other hand, will cooperate to develop all public communications and make appropriate members of management available at presentations related to the Transactions as reasonably requested by the other Party.

5.7. Access to Information; Confidentiality. (a) From the date of this Agreement until the Closing or the earlier termination of this Agreement in accordance with its terms, upon reasonable notice and subject to applicable laws relating to the exchange of information, the Company will (and will cause its Subsidiaries to) afford Parent and Parent's Representatives such access during normal business hours to the

books, records (including Tax Returns and work papers of independent auditors) and properties of the Company and its Subsidiaries as Parent may reasonably request; provided, however, that such access may not unreasonably disrupt the operations of the Company or any of its Subsidiaries. All requests for such access will be made to such agents of the Company as the Company may designate, who will be solely responsible for coordinating all such requests and all access permitted hereunder. Neither Parent, Purchaser nor any of their respective Representatives will contact any of the employees, customers, landlords, licensors or suppliers of the Company or any of its Subsidiaries in connection with the Transactions, whether in person or by telephone, mail or other means of communication, without the specific prior written authorization of the Chief Executive Officer of the Company. Neither the Company nor any of its Subsidiaries will be required to afford access or disclose information that would jeopardize attorney-client privilege, contravene any binding agreement with any third party or violate any law or regulation. The Parties will make reasonable appropriate substitute arrangements in circumstances where the previous sentence applies.

(b) Each Party and their Representatives will hold any information provided in connection with this Agreement or the Transactions confidential and any such information will be deemed to be "Confidential Information" under the Confidentiality Agreement, which Agreement will continue to be in full force and effect in accordance with its terms.

5.8. No Solicitation. (a) From the date hereof until the Acceptance Date or the earlier termination of this Agreement in accordance with its terms, the Company agrees that neither it nor any of its Subsidiaries, nor any of their respective officers, directors or employees, will, and that it will use its reasonable best efforts to cause its and their respective other Representatives not to (and will not authorize or give permission to its and their respective Representatives to), directly or indirectly: (i) solicit, initiate, seek or knowingly encourage the making, submission or announcement of any Acquisition Proposal, (ii) furnish any nonpublic information regarding the Company or any of its Subsidiaries to any Person in connection with or in response to an Acquisition Proposal, (iii) continue or otherwise engage or participate in any discussions or negotiations with any Person with respect to any Acquisition Proposal, (iv) except in connection with a Company Change of Recommendation pursuant to Section 5.8(e), approve, endorse or recommend any Acquisition Proposal, or (v) except in connection with a Company Change of Recommendation pursuant to Section 5.8(e), enter into any letter of intent, arrangement, agreement or understanding relating to any Acquisition Proposal; provided, however, that this Section 5.8(a) will not prohibit (A) the Company Board or any committee thereof, directly or indirectly through any officer, employee or Representative, prior to the Acceptance Date, from furnishing nonpublic information regarding the Company or any of its Subsidiaries to, or entering into or participating in discussions or negotiations with, any Person in response to an unsolicited, bona fide Acquisition Proposal that the Company Board or any committee thereof concludes in good faith, after consultation with outside legal counsel and a financial advisor, constitutes or would reasonably be expected to result in a Superior Proposal if (1) the Company Board thereof concludes in good faith, after consultation with its outside legal counsel, that the failure to take such action with respect to such Acquisition Proposal

would be reasonably likely to result in a breach of its fiduciary duties under applicable law, (2) such Acquisition Proposal did not result from a breach of this Section 5.8, (3) prior thereto the Company has given Parent the notice required by Section 5.8(b), and (4) the Company furnishes any nonpublic information provided to the maker of the Acquisition Proposal only pursuant to a confidentiality agreement between the Company and such Person containing customary terms and conditions that in the aggregate are not materially less restrictive than those contained in the Confidentiality Agreement or (B) the Company from complying with Rule 14d-9 or Rule 14e-2 promulgated under the Exchange Act with regard to any Acquisition Proposal, including any so called "stop, look and listen" communications, or making any other statement or disclosure that the Company determines in good faith, after consultation with its outside legal counsel, that the failure of the Company to make such statement or disclosure would reasonably be expected to be a violation of applicable law; provided that the Company Board may make a Company Change of Recommendation only in accordance with Section 5.8(e).

(b) The Company will promptly, and in no event later than 24 hours after its receipt of any Acquisition Proposal, or any request for nonpublic information relating to the Company or any of its Subsidiaries in connection with an Acquisition Proposal, advise Parent orally and in writing of such Acquisition Proposal or request (including providing the identity of the Person making or submitting such Acquisition Proposal or request, and, (i) if it is in writing, a copy of such Acquisition Proposal and any related draft agreements and (ii) if oral, a reasonably detailed summary thereof that is made or submitted by any Person during the period between the date hereof and the Closing Date). The Company will keep Parent informed on a prompt basis with respect to any change to the material terms of any such Acquisition Proposal (and in no event later than 24 hours following any such change), including providing Parent with a copy of any draft agreements and modifications thereof.

(c) Upon the execution of this Agreement, the Company will, and will cause its Subsidiaries and its and their respective officers, directors and employees, and will use its reasonable best efforts to cause its and their respective Representatives to, immediately cease and terminate any existing activities, discussions or negotiations between the Company or any of its Subsidiaries or any of their respective Representatives and any Person that relate to any Acquisition Proposal and use reasonable best efforts to obtain the prompt return or destruction of any confidential information previously furnished to such Persons with respect thereto within 12 months prior to the date hereof (to the extent that the Company has the right to cause such Persons to return or destroy such confidential information under a confidentiality agreement (or other similar agreement) with such Persons).

(d) Except as otherwise provided in Section 5.8(e), the Company Board (or any committee thereof) may not (i) withhold, withdraw or modify, or publicly propose to withhold, withdraw or modify, the Company Board Recommendation in a manner adverse to Parent or make any statement, filing or release, in connection with obtaining the Company Stockholder Approval or otherwise, inconsistent with the Company Board Recommendation, (ii) approve, endorse or recommend any Acquisition Proposal (any of the foregoing set forth in clauses (i) and (ii), a "*Company Change of Recommendation*"), or (iii) enter into a written agreement providing for an Acquisition Proposal.

(e) The Company Board may at any time prior to the earlier of the Acceptance Date or receipt of the Company Stockholder Approval (i) effect a Company Change of Recommendation in respect of an Acquisition Proposal or (ii) if it elects to do so in connection with or following a Company Change of Recommendation, terminate this Agreement pursuant to Section 8.1(f) in order to enter into a definitive written agreement providing for an Acquisition Proposal, if and only if: (A) an Acquisition Proposal is made to the Company by a third party, such offer is not withdrawn and the Company has not breached this Section 5.8, (B) the Company Board or any committee thereof determines in good faith after consultation with outside legal counsel and a financial advisor that such offer constitutes a Superior Proposal, (C) following consultation with outside legal counsel, the Company Board or any committee thereof determines that failure to take such action would be reasonably likely to result in a breach of its fiduciary duties under applicable law, (D) the Company provides Parent three Business Days' prior written notice of its intention to take such action (such three-Business Day period, the "*Notice Period*"), which notice will include the information with respect to such Superior Proposal that is specified in Section 5.8(b) (it being understood that any material revision or amendment to the terms of such Superior Proposal will require a new notice and, in such case, all references to three Business Days in this Section 5.8(e) will be deemed to be two Business Days), (E) at the end of the Notice Period described in clause (D), the Company Board again makes the determination in good faith after consultation with outside legal counsel and a financial advisor (after negotiating in good faith with Parent and its Representatives if requested by Parent during the Notice Period regarding any adjustments or modifications to the terms of this Agreement proposed by Parent and taking into account any such adjustments or modifications) that the Acquisition Proposal continues to be a Superior Proposal and, after consultation with outside legal counsel, that the failure to take such action would be reasonably likely to result in a breach of its fiduciary duties under applicable law, and (F) the Company has paid the Company Termination Fee in accordance with Section 8.3.

(f) During the period from the date of this Agreement through the Effective Time, neither the Company nor any of its Subsidiaries may terminate, amend, modify or waive any provision of any confidentiality agreement to which it is a party relating to a proposed business combination involving the Company or any standstill agreement to which it is a party unless the Company Board or any committee thereof determines in good faith, after consultation with outside legal counsel, that failure to take such action would be reasonably likely to result in a breach of its fiduciary duties under applicable law. During such period, the Company or its Subsidiaries, as the case may be, will enforce, to the fullest extent permitted under applicable law, the provisions of any such agreement, including by obtaining injunctions to prevent any breaches of such agreements and to enforce specifically the terms and provisions thereof in each case except to the extent that the Company Board or any committee thereof determines in good faith, after consultation with outside legal counsel, that taking such action would be reasonably likely to result in a breach of its fiduciary duties under applicable law.

5.9. Takeover Laws and Provisions. From the date of this Agreement until the Closing or the earlier termination of this Agreement in accordance with its terms, no Party will take any action that would cause the Transactions (a) to be subject to requirements imposed by any Takeover Law and each of them will take all necessary steps within its control to exempt (or ensure the continued exemption of) such Transactions from, or if necessary challenge the validity or applicability of, any applicable Takeover Law, as now or hereafter in effect and (b) not to comply with any Takeover Provisions and each of them will take all necessary steps within its control to make such Transactions comply with (or continue to comply with) any Takeover Provisions.

5.10. No Control of the Company's Business. Nothing contained in this Agreement will give Parent, directly or indirectly, the right to control or direct the Company's or its Subsidiaries' operations prior to the Appointment Time. Prior to the Appointment Time, the Company will exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its Subsidiaries' respective operations.

5.11. Limitation on Transfers. From and after the date on which Parent or Purchaser acquires shares of Company Capital Stock pursuant to the terms hereof or the Shareholder Agreement through the earliest of the termination of this Agreement or the Effective Time, neither Parent nor Purchaser may transfer, sell, assign or otherwise dispose of such shares of Company Capital Stock (or any rights, including voting rights, with respect to such shares of Company Capital Stock), other than to Parent's financing sources in connection with Parent's financing of the transactions contemplated by this Agreement (provided that in any event Purchaser shall retain sole power to vote such shares of Company Capital Stock).

## VI. ADDITIONAL COVENANTS AND AGREEMENTS

6.1. Indemnification. (a) The Surviving Corporation will, and Parent will cause the Surviving Corporation to, fulfill and honor in all respects the obligations pursuant to any indemnification agreements between the Company or its Subsidiaries, on the one hand, and any current or former directors, officers and employees, as the case may be, of the Company and its Subsidiaries, on the other hand, in effect immediately prior to the date of this Agreement or, subject to the prior approval of Parent, after the date of this Agreement, and any indemnification provisions under the Company Constituent Documents or the comparable charter or organizational documents of any of its Subsidiaries as in effect on the date hereof, in each case to the extent permitted by applicable law, and will not amend, repeal or otherwise modify any such provision in any manner that would adversely affect the rights of such indemnitee thereunder for any acts or omissions occurring prior to the Effective Time.

(b) Prior to the Effective Time, the Company will endeavor to enter into a directors' and officers' liability insurance policy covering those Persons who, as of immediately prior to the Effective Time, are covered by the Company's directors' and

officers' liability insurance policy (the "*Insured Parties*") on terms no less favorable to the Insured Parties than those of the Company's present directors' and officers' liability insurance policy (such policy, a "*Company D&O Policy*"), for a period of seven years after the Effective Time. If the Company is unable to obtain such a Company D&O Policy prior to the Effective Time, Parent will cause the Surviving Corporation to maintain in effect, for a period of seven years after the Closing Date, a Company D&O Policy with a creditworthy issuer; provided, however, that in no event will Parent be required to expend annually more than 250% of the annual premium currently paid by the Company for such coverage (the approximate amount of which is set forth on Section 6.1(b) of the Disclosure Schedule) and, if the cost for such coverage is in excess of such amount, Parent will be required only to maintain the maximum amount of coverage as is reasonably available for 250% of such annual premium.

(c) If Parent or the Surviving Corporation or any of their respective successors or assigns (i) consolidates with or merges into any other entity and is not the continuing or surviving entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its assets to any other entity, then and in each such case, Parent will, as a condition precedent to the consummation of any such transaction, cause proper provision to be made so that the successors and assigns of Parent or the Surviving Corporation will expressly assume the obligations set forth in this Section 6.1.

(d) The obligations of Parent and the Surviving Corporation under this Section 6.1 will not be terminated or modified in such a manner as to adversely affect any indemnitee and/or Insured Party to whom this Section 6.1 applies without the express written consent of such affected indemnitee and Insured Party. It is expressly agreed that the indemnitees and/or Insured Parties to whom this Section 6.1 applies will be third party beneficiaries of this Section 6.1.

(e) The Surviving Corporation and its Subsidiaries will, and Parent will cause them to, honor, in accordance with their respective terms, each of the covenants contained herein. The rights of each indemnitee and/or Insured Party hereunder will be in addition to, and not in limitation of, any other rights such Person may have under the Company Constituent Documents or the comparable charter or organizational documents of any Subsidiary of the Company, or any other indemnification arrangement.

6.2. Employee Matters. (a) It is Parent's and the Company's intention that, for a period of one year following the Effective Time, individuals who are employed by the Company or any of its Subsidiaries immediately prior to the Effective Time and continue to be employed by Parent or any of its Subsidiaries, including the Surviving Corporation, following the Effective Time (each, a "*Post-Merger Employee*") will be provided with salaries and benefits that are in the aggregate approximately equal to the salaries and benefits (other than equity compensation) they received prior to the Effective Time, it being understood that Parent will review the salaries and benefits of its and its Subsidiaries' employees from time to time in order to determine the most appropriate way to compensate and incentivize Post-Merger Employees, and accordingly may make such changes in the compensation and benefits that Parent determines to be in the best interests of Parent from time to time.

(b) It is Parent's and the Company's intention that, each Post-Merger Employee will be given credit for all service with the Company and its Subsidiaries and their respective predecessors under any employee benefit plan of Parent, the Surviving Corporation or any of their Subsidiaries, including any such plans providing vacation, sick pay, severance and retirement benefits maintained by Parent or its Subsidiaries in which such Post-Merger Employees participate for purposes of eligibility, vesting and entitlement to benefits, including for severance benefits and vacation entitlement (but not for accrual of pension benefits), to the extent past service was recognized for such Post-Merger Employees under the comparable plan immediately prior to the Effective Time. Notwithstanding the foregoing, nothing in this Section 6.2 will be construed to require crediting of service that would result in (i) duplication of benefits or (ii) service credit for benefit accruals under a defined benefit pension plan.

(c) In the event of any change in the welfare benefits provided to Post-Merger Employees following the Effective Time, it is Parent's and the Company's intention that Parent will use its reasonable best efforts to cause (i) the waiver of all limitations as to pre-existing conditions, exclusions and waiting periods with respect to participation and coverage requirements applicable to the Post-Merger Employees (and their eligible dependents) under any welfare benefit plans in which Post-Merger Employees participate following the Effective Time, to the extent that such conditions, exclusions or waiting periods would not apply in the absence of such change, and (ii) for the plan year in which the Effective Time occurs, the crediting of each Post-Merger Employee (or his or her eligible dependents) with any co-payments and deductibles paid prior to any such change in satisfying any applicable deductible or out-of-pocket requirements after such change.

(d) Nothing in this Section 6.2, express or implied, will confer upon any Post-Merger Employee, or any legal representative or beneficiary thereof, any rights or remedies, including any right to employment or continued employment for any specified period, or compensation or benefits of any nature or kind whatsoever under this Agreement. Nothing in this Section 6.2, express or implied, will be construed to prevent Parent from terminating or modifying to any extent or in any respect any benefit plan that Parent may establish or maintain. Notwithstanding anything to the contrary contained in this Section 6.2, nothing contained in this Agreement will be treated as an amendment to any employee benefit plan or creation of an employee benefit plan.

(e) Prior to the Effective Time, the Company will take all actions necessary to cause the account balance of each participant in the Online Resources Corporation 401(k) Retirement Plan to become fully vested as of immediately prior to the Effective Time.

6.3. Board of Directors; Section 14(f) of the Exchange Act. (a) Subject to applicable law, effective upon the later to occur of the purchase by Purchaser of Shares pursuant to the Offer and the purchase of the Preferred Shares pursuant to the

Shareholder Agreement (the "*Appointment Time*"), a number of Purchaser's designees will be elected to the Company Board as set forth in this Section 6.3. Purchaser will be entitled to designate up to such number of directors, rounded up to the next whole number, on the Company Board as will give Purchaser representation on the Company Board equal to the product of the total number of directors on the Company Board (giving effect to the directors elected pursuant to this sentence) multiplied by the percentage that the aggregate number of votes represented by Shares and Preferred Shares beneficially owned by Purchaser or any Affiliate of Purchaser following such purchase bears to the total number of votes represented by Shares and Preferred Shares then outstanding, and the Company will, at such time, promptly take all actions necessary to cause Purchaser's designees to be elected as directors of the Company, including securing the resignations of incumbent directors (except as set forth in the last sentence of this Section 6.3(a)). At such time, the persons designated by Purchaser will, as nearly as practicable, constitute at least the same percentage as persons designated by Purchaser will constitute of the Company Board of (i) each committee of the Company Board, (ii) each board of directors of each Subsidiary of the Company, and (iii) each committee of each such board, in each case only to the extent permitted by applicable law. Notwithstanding the foregoing, until the Effective Time or the earlier termination of this Agreement in accordance with its terms, the Company will use its reasonable best efforts to ensure that (A) at least a majority of the Company Board and each committee of the Company Board and such boards and committees of the Company's Subsidiaries, as of the date hereof, who are not employees of the Company remain members of the Company Board and of such boards and committees and (B) a majority of the Company Board is independent as required by the relevant rules of Nasdaq (such directors, the "*Continuing Directors*").

(b) Subject to applicable law, the Company will promptly take all actions required pursuant to Section 14(f) of the Exchange Act and Rule 14f-1 promulgated thereunder to fulfill its obligations under this Section 6.3, and will include in the Schedule 14D-9 such information as is required under such Section 14(f) and Rule 14f-1 to fulfill such obligations. Parent or Purchaser will supply to the Company, and be solely responsible for, any information with respect to either of them and their nominees, officers, directors and Affiliates required by such Section 14(f) and Rule 14f-1.

(c) Following the election or appointment of Purchaser's designees pursuant to Section 6.3(a) and prior to the Effective Time, any action by the Company with respect to any amendment, supplement, modification or waiver of any term of this Agreement, any termination of this Agreement by the Company, any extension of time for the performance of any of the obligations or other acts of Parent or Purchaser under this Agreement, any waiver of compliance with any of the agreements or conditions under this Agreement that are for the benefit of the Company, any amendment to the Company Constituent Document or material modification of any Company Stock Plan, any authorization of an agreement between the Company and any of its Affiliates, on the one hand, and Parent, Purchaser or any of their Affiliates, on the other hand, any exercise of the Company's rights or remedies under this Agreement and any action to seek to enforce any obligation of Parent or Purchaser under this Agreement (or any other action by the Company Board with respect to the Transactions if such other action

adversely affects, or could reasonably be expected to adversely affect, any of the holders of shares of Company Capital Stock other than Parent or Purchaser) may only be authorized by, and will require the authorization of, a majority of the Continuing Directors (or by the Continuing Director should there be only one). For purposes of considering any matter set forth in this Section 6.3(c), the Continuing Directors will be permitted to meet without the presence of the other directors. The Continuing Directors will have the authority to retain such counsel (which may include current counsel to the Company) and other advisors at the expense of the Company as determined by the Continuing Directors and will have the authority to institute any action on behalf of the Company to enforce performance of this Agreement or any of the Company's rights hereunder. The Company shall indemnify and advance expenses to, and Parent shall cause the Company to indemnify and advance expenses to, the Continuing Directors in connection with their service as directors of the Company to the extent permitted by the Company Constituent Documents and in accordance with the provisions of Section 6.1 hereof.

6.4. Obligations or Purchaser: Parent will take all action necessary to cause Purchaser to perform its obligations under this Agreement and to consummate the Offer and the Merger on the terms and subject to the conditions set forth in this Agreement. Parent hereby guarantees the due, prompt and faithful performance and discharge by, and compliance with, all of the obligations, covenants, terms, conditions and undertakings of Purchaser under this Agreement in accordance with the terms hereof, including any such obligations, covenants, terms, conditions and undertaking that are required to be performed, discharged or complied with following the Effective Time.

## VII. CONDITIONS TO THE MERGER

7.1. Conditions to Each Party's Obligation to Effect the Merger. The respective obligation of each Party to consummate the Merger is subject to the fulfillment or written waiver by the Parties before the Effective Time of each of the following conditions:

(a) Stockholder Approval. If and to the extent required by the DGCL, this Agreement, the Merger and the other Transactions shall have been approved and adopted by the affirmative vote of holders of at least a majority of the outstanding shares of Company Capital Stock;

(b) No Order. No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any law, rule, regulation, injunction, order, decree or ruling (whether temporary, preliminary or permanent) that is then in effect and has the effect of making the acquisition of shares of Company Capital Stock by Parent or Purchaser or any Affiliate of either of them illegal or otherwise restricting, preventing or prohibiting consummation of the Transactions; and

(c) Purchase of Shares. The Acceptance Date shall have occurred and Purchaser shall have accepted for payment and paid for Shares (in each case to the extent validly tendered and not withdrawn) pursuant to the Offer.

## VIII. TERMINATION

8.1. Termination. Except as set forth in the proviso at the end of this Section 8.1, this Agreement may be terminated at any time prior to the Effective Time and the Transactions may be abandoned for any reason provided in Sections 8.1(a) through 8.1(h) below:

(a) By mutual written consent of each of Parent and the Company, notwithstanding any adoption of this Agreement by the stockholders of the Company;

(b) By either Parent or the Company if any Governmental Authority shall have enacted, issued, promulgated, enforced or entered any injunction, order, decree or ruling (whether temporary, preliminary or permanent) that has become final and nonappealable and has the effect of making consummation of the Offer or the Merger illegal or otherwise preventing or prohibiting consummation of the Offer or the Merger; provided that the Party seeking to terminate this Agreement shall have used its reasonable best efforts to remove or lift such injunction, order, decree or ruling;

(c) By Parent if there shall have been a breach of any of the covenants or any of the representations or warranties set forth in this Agreement on the part of the Company, which breach is not cured within 30 days following written notice by Parent to the Company, or which breach Parent in good faith determines, by its nature or timing, is incapable of being cured prior to the consummation of the Offer;

(d) By the Company if Parent or Purchaser fails to commence the Offer within 20 Business Days of the date hereof;

(e) By Parent or the Company if (i) the Offer expires pursuant to its terms without any Shares being purchased thereunder as a result of the failure to satisfy one or more conditions to the Offer set forth on Annex A or (ii) the Acceptance Date shall not have occurred prior to July 31, 2013 (the "*Termination Date*"); provided, however, that the right to terminate this Agreement under this Section 8.1(e) will not be available to any Party to the extent that such Party's failure to comply with any provision of this Agreement, has resulted in the failure of any of the conditions set forth on Annex A to be satisfied prior to the Termination Date;

(f) By the Company, at any time prior to the Acceptance Date, in order to enter into a transaction that constitutes a Superior Proposal; provided, however, that no such termination will be effective, and the Company may not enter into any commitment with respect to any Superior Proposal, unless prior thereto the Company has complied with all of its covenants hereunder, including Sections 5.8 and 8.3; it being understood that the Company may enter into any agreement providing for a Superior Proposal simultaneously with the termination of this Agreement pursuant to this Section 8.1(f) and payment of the Company Termination Fee pursuant to Section 8.3(b) (provided that Parent shall have provided wiring instructions for such payment following a request in writing by the Company or, if not, then such payment shall be paid promptly following delivery of such instructions);

(g) By Parent if (i) the Company Board shall have withdrawn or materially modified the Company Board Recommendation in a manner adverse to Parent, (ii) the Company shall have entered into any agreement with respect to any Acquisition Proposal or (iii) the Company Board shall have resolved to do any of the foregoing; or

(h) By the Company if there shall have been a material breach of any of the covenants or agreements or any of the representations or warranties set forth in this Agreement on the part of Purchaser or Parent, which breach is not cured within 30 days following written notice by the Company to Parent, or which breach the Company in good faith determines, by its nature or timing, is incapable of being cured prior to the consummation of the Offer;

provided, however, that from and after the Acceptance Date, then none of Parent, Purchaser or the Company may terminate this Agreement or abandon the Merger pursuant to Sections 8.1(c) through 8.1(h).

8.2. Notice of Termination; Effect of Termination. A Party desiring to terminate this Agreement must give written notice of such termination to the other Party, specifying the provision pursuant to which such termination is effective. In the event of the termination of this Agreement as provided in Section 8.1, this Agreement will be of no further force and effect, except (i) each of Section 8.1, this Section 8.2, Section 8.3 and Article IX will survive the termination of this Agreement and (ii) nothing herein will relieve any Party from liability for any breach of this Agreement occurring prior to the termination of this Agreement that was committed intentionally by the breaching party or resulted from the breaching party's gross negligence. No termination of this Agreement will affect the obligations of the Parties contained in the Confidentiality Agreement, all of which obligations will survive termination of this Agreement in accordance with its terms.

8.3. Fees and Expenses. (a) Other than as specifically provided in this Section 8.3 or otherwise agreed to in writing by the Parties hereto, all costs and expenses incurred in connection with this Agreement and the Transactions will be paid by the Party incurring such costs or expenses, whether or not the Merger is consummated.

(b) The Company will pay to Parent the Company Termination Fee if this Agreement is terminated as follows:

(i) the Company will pay to Parent the entire Company Termination Fee within five Business Days following termination pursuant to Section 8.1(g), or

(ii) If (A) this Agreement is terminated (1) by Parent pursuant to Section 8.1(e) or (2) by the Company pursuant to Section 8.1(e) or Section 8.1(f); and (B) an Acquisition Proposal (including a previously communicated Acquisition Proposal) shall have been publicly announced or otherwise communicated to a member of senior management of the

Company or the Board (or any Person shall have publicly announced or communicated a bona fide intention, whether or not conditional, to make an Acquisition Proposal) at any time prior to the date of termination, and (C) if within nine months after the date of such termination, the Company enters into a definitive agreement to consummate, or consummates, any Acquisition Proposal, then (upon the satisfaction of all of the conditions set forth in clauses (A) through (C) of this Section 8.3(b)(ii)), the Company will pay to Parent the Company Termination Fee prior to entering into any definitive agreement with respect to a Superior Proposal in accordance with Section 8.1(f) or simultaneously with the Company entering into such definitive agreement, or, if applicable, consummating such transaction; provided, however, that for purposes of this Section 8.3(b)(ii), (y) the references in the definition of Acquisition Proposal to "10%" will instead be deemed to refer to "a majority" and (z) references in the definition of Acquisition Proposal to a merger, consolidation, other business combination, reorganization, recapitalization, dissolution, liquidation or similar transaction involving the Company or any of its Subsidiaries shall reference only such a transaction involving the Company pursuant to which the Company stockholders immediately preceding such transaction hold securities representing less than a majority of the total outstanding voting power of the surviving or resulting entity in such transaction.

(c) All amounts paid pursuant to this Section 8.3 will be by wire transfer of immediately available funds to an account directed by the Party hereto entitled to payment. Each Party hereto agrees that the agreements contained in this Section 8.3 are an integral part of the Transactions, and that, without these agreements, the other Parties would not enter into this Agreement; accordingly, if any Party fails promptly to pay any amounts due under this Section 8.3 and, in order to obtain such payment, the other Party commences a suit that results in a judgment against the Party failing to pay for such amounts, then the Party failing to pay such amounts will pay interest on such amounts from the date payment of such amounts was due to the date of actual payment at the prime rate of the Citibank, N.A. in effect on the date such payment was due, together with the reasonable, documented out-of-pocket costs and expenses of the Party seeking collection (including reasonable legal fees and expenses) in connection with such suit.

(d) The payment of the Company Termination Fee, if paid under the circumstances in which the Company Termination Fee is payable under Section 8.3(b), will be the sole and exclusive remedy of Parent and Purchaser against the Company and its Affiliates in respect of any claims arising from, or in connection with, the termination of this Agreement under such circumstances; provided, however, the payment of the Company Termination Fee will not relieve any Party from liability for breach of this Agreement occurring prior to the termination of this Agreement or Parent's rights under Section 9.5 arising from any such breach.

## IX. MISCELLANEOUS

9.1. Survival. The representations, warranties, agreements and covenants contained in this Agreement will not survive the Effective Time (other than Article I (Definitions; Interpretation), Section 3.4 (Effects of the Merger), Section 3.5 (Certificate of Incorporation and Bylaws), Section 3.6 (Directors and Officers), Section 3.7 (Conversion or Cancellation of Company Capital Stock), Section 3.8 (Exchange of Certificates; Payment of the Merger Consideration), Section 3.9 (Stock Awards), Schedule 3.9, Section 3.10 (Appraisal Rights), Section 6.1 (Indemnification) and Section 6.2 (Employee Matters) and, to the extent applicable, this Article IX (Miscellaneous)).

9.2. Waiver; Amendment. Subject to the provisions of Section 6.3(c), at any time prior to the Effective Time, any provision of this Agreement may be (a) waived by the Party benefited by the provision, but only in writing, or (b) amended or modified at any time, but only by a written agreement executed in the same manner as this Agreement, except to the extent that any such amendment would violate applicable law or require submission or resubmission of this Agreement or the Merger contemplated hereby to the stockholders of the Company.

9.3. Counterparts; Electronic Transmission. This Agreement may be executed in one or more counterparts, each of which will be deemed to constitute an original, and transmission of a duly executed counterpart hereof by electronic means will be deemed to constitute delivery of an executed original manual counterpart hereof.

9.4. Governing Law; Jurisdiction; Venue. This Agreement and the agreements, instruments and documents contemplated hereby and all disputes between the Parties under or relating to this Agreement or the facts and circumstances leading to its execution and delivery, whether in contract, tort or otherwise, will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to conflict of laws principles that would result in the application of the law of any other State. The Delaware Court of Chancery (and if the Delaware Court of Chancery shall be unavailable, any Delaware state court and the Federal court of the United States of America sitting in the State of Delaware) will have exclusive jurisdiction over any and all disputes among the Parties, whether at law or in equity, based upon, arising out of or relating to this Agreement and the agreements, instruments and documents contemplated hereby or the facts and circumstances leading to its execution and delivery, whether in contract, tort or otherwise. Each of the Parties irrevocably consents to and agrees to submit to the exclusive jurisdiction of such courts, agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware, and hereby waives, and agrees not to assert in any such dispute, to the fullest extent permitted by applicable law, any claim that (a) such Party is not personally subject to the jurisdiction of such courts, (b) such Party and such Party's property is immune from any legal process issued by such courts or (c) any litigation commenced in such courts is brought in an inconvenient forum.

9.5. Specific Performance. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in

accordance with its specific terms or were otherwise breached. Subject to Section 5.2(d), each Party agrees that, in the event of any breach or threatened breach by any other Party of any covenant or obligation contained in this Agreement, the non-breaching Party will be entitled (in addition to any other remedy that may be available to it whether in law or equity, including monetary damages) to (a) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation and (b) an injunction restraining such breach or threatened breach. Each Party further agrees that no other Party or any other Person will be required to obtain, furnish or post any bond or other form of security in connection with or as a condition to obtaining any remedy referred to in this Section 9.5, and each Party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or other form of security.

9.6. Disclosure Schedule. Before entry into this Agreement, the Company delivered to Parent and Purchaser a schedule (the "*Disclosure Schedule*") setting forth, among other things, items the disclosure of which is necessary or appropriate either (a) in response to an express disclosure requirement contained in a provision hereof or (b) as an exception to one or more representations or warranties contained in Section 4.2 or to one or more of the Company's covenants contained in Article V. The Disclosure Schedule constitutes an integral part of this Agreement and is attached hereto as Schedule A and is hereby incorporated herein. There may be included in the Disclosure Schedule and elsewhere in this Agreement items and information that are not "material," and such inclusion will not be deemed to be an acknowledgment or agreement that any such item or information (or any non-disclosed item or information of comparable or greater significance) is "material" and will not be used as a basis for interpreting the terms "material," "materially," "materiality" or any word or phrase of similar import used herein. Matters reflected in the Disclosure Schedule are not necessarily limited to matters required by this Agreement to be disclosed in the Disclosure Schedule. No disclosure in the Disclosure Schedule relating to a possible breach or violation of any contract, law or order of any Governmental Authority will be construed as an admission or indication that such breach or violation exists or has occurred. Any disclosures in the Disclosure Schedule that refer to a document are qualified in their entirety by reference to the text of such document, including all amendments, exhibits, schedules and other attachments thereto. Any capitalized term used in the Disclosure Schedule and not otherwise defined therein has the meaning given to such term in this Agreement. Any headings set forth in the Disclosure Schedule are for convenience of reference only and do not affect the meaning or interpretation of any of the disclosures set forth in the Disclosure Schedule. The disclosure of any matter in any section of the Disclosure Schedule will be deemed to be a disclosure by the Company to each other section of the Disclosure Schedule to which such disclosure's relevance is reasonably apparent on its face. The listing of any matter on the Disclosure Schedule shall expressly not be deemed to constitute an admission by such party, or to otherwise imply, that any such matter is material, is required to be disclosed by such party under this Agreement or falls within relevant minimum thresholds or materiality standards set forth in this Agreement. In no event shall the listing of any matter in the Disclosure Schedule be deemed or interpreted to expand the scope of such the Company's representations, warranties and/or covenants set forth in this Agreement.

9.7. Notices. All notices, requests and other communications given or made under this Agreement must be in writing and will be deemed given when personally delivered or transmitted by facsimile or e-mail transmission (with confirmation of successful transmission) to the persons, addresses and/or facsimile numbers set forth below or such other place as such Party may specify by notice given in accordance with this Section 9.7.

If to the Company, to:

Online Resources Corporation
4795 Meadow Wood Lane, Suite 300
Chantilly, Virginia 20151
Attention: Joseph Cowan, Chief Executive Officer
Facsimile: (703) 653-2605

with a copy to:

Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, Georgia 30326
Attention: David M. Calhoun
Facsimile: (404) 365-9532

If to Parent or Purchaser, to:

ACI Worldwide, Inc.
3520 Kraft Road, Suite 300
Naples, Florida 34105
Attention: General Counsel
Facsimile: (402) 778-2567

with a copy to:

Jones Day
222 East 41st Street
New York, New York 10017
Attention: Robert A. Profusek
Facsimile: (212) 755-7306

9.8. Entire Understanding; No Third-Party Beneficiaries. This Agreement and the documents and instruments and other agreements among the parties hereto as contemplated by or referred to herein, including the Confidentiality Agreement, the Shareholder Agreement and the Disclosure Schedule: (a) constitute the entire

agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof; and (b) except as provided in Section 5.2(d) (which is intended for the benefit of the Debt Financing Parties, all of whom shall be third party beneficiaries of these provisions) and Section 6.1 (which is intended for the benefit of the Company's former and current officers and directors and other indemnitees, all of whom shall be third party beneficiaries of these provisions), nothing in this Agreement will confer upon any other Person any rights or remedies hereunder.

9.9. Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, the remaining provisions, or the application of such provision to Persons or circumstances other than those as to which it has been held illegal, invalid or unenforceable, will remain in full force and effect and will in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any Party. Upon any such determination, the Parties will negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the Parties.

9.10. Assignment; Successors. No Party may assign either this Agreement or any of its rights or interests, or delegate any of its duties, hereunder, in whole or in part, without the prior written consent of the other Parties. Any attempt to make any such assignment without such consent will be null and void. Subject to the preceding sentences of this Section 9.10, this Agreement will be binding upon, inure to the benefit of and be enforceable by, the Parties and their respective successors and permitted assigns.

9.11. No Recourse. No past, present or future director, officer, employee, incorporator, member, partner, individual stockholder, agent, attorney or representative of the Company or its Subsidiaries has or will have any liability for any liability or obligation of the Company under this Agreement or for any claim based on, in respect of, or by reason of the Transactions.

9.12. Headings. The table of contents and Section headings contained in this Agreement are for reference purposes only and do not limit or otherwise affect any of the substance of this Agreement.

9.13. WAIVER OF JURY TRIAL. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER

PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.13.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

**ACI WORLDWIDE, INC.**

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

**OCELOT ACQUISITION CORP.**

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

**ONLINE RESOURCES CORPORATION**

By: /s/ Joseph L. Cowan
Name: Joseph L. Cowan
Title: President and Chief Executive Officer

ANNEX A

CONDITIONS TO THE OFFER

Notwithstanding any other provision of the Offer, Purchaser will not be required to accept for payment or, subject to any applicable rules and regulations of the SEC, including Rule 14e-1(c) promulgated under the Exchange Act (relating to Purchaser's obligation to pay for or return tendered Shares promptly after termination or withdrawal of the Offer), pay for, and (subject to any such rules or regulations) Purchaser may, but only to the extent expressly permitted by this Agreement, delay the acceptance for payment for, or the payment for, any Shares validly tendered and not properly withdrawn,

(a) unless, at the expiration of the Offer (as extended from time to time, if applicable):

(i) there shall have been validly tendered and not withdrawn a number of Shares that, together with any other shares of Company Capital Stock beneficially owned by Parent or its Subsidiaries and the Shares to be acquired by Purchaser or the Company pursuant to the Shareholder Agreement, constitutes a majority of all the Fully Diluted Shares of the Company on the date of Purchaser's initial purchase of Shares in the Offer (the "*Minimum Condition*");

(ii) any applicable waiting period under the HSR Act shall have expired or been terminated;

(iii) any approval or consent of any Governmental Authority that is necessary for the Transactions to be consummated in accordance with the terms of this Agreement, or any relevant statutory, regulatory or other governmental waiting periods, whether domestic, foreign or supranational, the failure of which to be obtained or to be in full force and effect or to have expired, as applicable, would, upon the purchase of the Shares pursuant to the Offer, have a Material Adverse Effect on the Company, shall have been obtained or be in full force and effect or shall have expired, as applicable, or

(b) if, at the expiration of the Offer (as extended), any of the following conditions shall occur and be continuing:

(i) (A) any of the Specified Reps shall not be true and correct at and as of the date of this Agreement or the Acceptance Date as though made at and as of the Acceptance Date or (B) any of the other representations and warranties of the Company set forth in this Agreement shall not be true and correct at and as of the date of this Agreement or the Acceptance Date as though made at and as of the Acceptance Date (except to the extent expressly made as of an earlier date, in which case solely as of such date), in each instance in this clause (B), except as has not had a Material Adverse Effect on the Company; or

(ii) the Company shall have failed to perform or comply in any material respect with any of its covenants or agreements under this Agreement to be performed or complied with prior to the Acceptance Date; or

(iii) this Agreement shall have been terminated in accordance with its terms; or

(iv) a Material Adverse Effect on the Company; or

(v) Purchaser and the Company shall have mutually agreed that Purchaser shall terminate the Offer or postpone the acceptance for payment of Shares thereunder; or

(vi) a Governmental Authority shall have enacted, issued, promulgated, enforced or entered any law, rule, regulation, injunction, order, decree or ruling (whether temporary, preliminary or permanent) that is then in effect and has the effect of making the acquisition of shares of Company Capital Stock by Parent or Purchaser or any Affiliate of either of them illegal or otherwise restricting, preventing or prohibiting consummation of the Transactions; or

(vii) there shall be any action, suit, claim, litigation or proceeding by or on behalf of any Governmental Authority pending or threatened in writing against the Company, Parent or Purchaser or any of their respective officers or directors, that could reasonably be expected to materially adversely affect the ability of Parent to own or control the Company or to consummate the Transactions or seeks to enjoin any of the Transactions or obtain damages therefrom and which Parent's Board of Directors determines in good faith, after consultation with counsel, is or could reasonably be expected to be of material adverse significance; or

(viii) (A) the Company shall publish or become obligated to publish a press release or file or become obligated to file a report with the SEC to the effect that the Company's prior financial statements or reports filed with the SEC may no longer be relied upon, except arising from or related to the matters described in Part B of the Disclosure Schedule, (B) the Company or any of its directors or executive officers shall be named as a party to any criminal proceeding or become the target of any grand jury or other investigation of possible criminal conduct where such conduct relates to the business of the Company, (C) if the Acceptance Date has not occurred prior to March 18, 2013, the Company shall have failed to deliver to Purchaser its audited consolidated balance sheet as of December 31, 2012, and the related audited consolidated statements of

operations, stockholders' equity and comprehensive income (loss) and cash flows for the year ended December 31, 2012, together with the report and opinion thereon of KPMG LLP (or another independent public accounting firm reasonably acceptable to Parent) that satisfies the requirements of Rule 2-02 of Regulation S-X of the Exchange Act, which report and opinion (x) shall be prepared in accordance with generally accepted auditing standards and (y) shall not contain any qualification or exception as to the scope of such audit, except from or related to the matters described in Part D of the Disclosure Schedule, or (D) if the Acceptance Date has not occurred prior to May 10, 2013, the Company shall have failed to deliver to Purchaser its unaudited consolidated balance sheet as of March 31, 2013, and the related unaudited consolidated statements of operations, stockholders' equity and comprehensive income (loss) and cash flows for the three-month period ended March 31, 2013. Notwithstanding the foregoing, the conditions set forth in clauses (A), (C) and (D) of this paragraph (viii) will not apply with respect to any such determination or failure to deliver arising from or related to the matters described in Part D of the Disclosure Schedule.

The foregoing conditions are for the sole benefit of Purchaser and Parent and may be asserted by Purchaser or Parent regardless of the circumstances giving rise to any such condition, in whole or in part at any applicable time or from time to time in their sole discretion prior to the Acceptance Date, except that the conditions relating to receipt of any approvals from any Governmental Authority may be asserted at any time prior to the acceptance for payment of Shares, and all conditions (except for the Minimum Condition) may be waived by Parent or Purchaser in their sole discretion in whole or in part at any applicable time or from time to time, in each case subject to the terms and conditions of the Agreement and the applicable rules and regulations of the SEC. The failure of Parent or Purchaser at any time to exercise any of the foregoing rights will not be deemed a waiver of any such right and each such right will be deemed an ongoing right that may be asserted at any time and from time to time prior to the Acceptance Date. Further, the conditions set forth on this Annex A shall not apply with respect to "subsequent offering periods," as such term is defined in, and in accordance with, Rule 14d-11 promulgated under the Exchange Act and effected pursuant to Section 2.1(c) of the Agreement.

Capitalized terms used in this Annex A and not otherwise defined will have the respective meanings assigned thereto in this Agreement.

**Exhibit 10.1**

**EXECUTION COPY**

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

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

**PERSONAL AND CONFIDENTIAL**

**January 30, 2013**

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

**Attention:** **Scott Behrens**
**Executive Vice President and Chief Financial Officer**

**Craig Maki**
**Executive Vice President and Chief Development Officer**

Commitment Letter

Ladies and Gentlemen:

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

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

(1) an Incremental Term Loan in a principal amount of $300 million to be provided to the Company under that certain Credit Agreement dated as of November 10, 2011 (as (i)

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

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

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

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

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

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

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

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

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

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

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

2. **Conditions Precedent**.

Wells Fargo's commitments and agreements are subject to (i) there not having occurred, since the date hereof, any event that has resulted in, or could reasonably be expected to result in, an Acquired Business Material Adverse Effect (as defined below) and (ii) after the date hereof and until the completion of an Incremental Term Loan Successful Syndication or a New Credit Facilities Successful Syndication (as

each such term is defined in the Fee Letter), as applicable, none of the Company, the Target nor any of their respective subsidiaries shall have announced, offered, arranged, syndicated or issued any debt securities, including, without limitation, convertible securities (other than in connection with the refinancing, replacement or extension of the existing credit facilities of the Acquired Business) or bank financing (other than the Senior Credit Facilities or in connection with the refinancing, replacement or extension of the existing credit facilities of the Acquired Business) without our prior written consent. Wells Fargo's commitments and agreements are also subject, in the discretion of each of Wells Fargo and the Company, to:

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

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

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

Notwithstanding anything in this Commitment Letter, the Fee Letter or the New Credit Facilities Loan Documents or any other letter agreement or other undertaking concerning the New Credit Facilities to the contrary, solely in the case of the conditions precedent to the availability of the New Credit Facilities on the New Closing Date (and the applicable date of initial funding if the New Closing Date is before the Tender Offer Closing Date), (i) the only representations relating to the Acquired Business, the Company and your and their respective subsidiaries and your and their respective businesses the accuracy of which shall be a condition to the availability of the New Credit Facilities on the New Closing Date (and the

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

As used in the first paragraph of this section, **"Acquired Business Material Adverse Effect"** means, with respect to the Target, any event, change, effect, development, condition or occurrence (each an **"Effect"**), individually or in the aggregate with all other Effects, that is or could reasonably be expected to be materially adverse on, or with respect to, the business, financial condition or results of operations of the Acquired Business, taken as a whole; provided, however, that none of the following will be deemed in

themselves, either alone or in combination, to constitute or be taken into account in determining whether there has been, or will be, an Acquired Business Material Adverse Effect: any Effect (A) in or generally affecting the economy or the financial or securities markets in the countries or industries in which the Acquired Business operates generally or (B) to the extent resulting from or arising out of (1) any changes in law or GAAP, (2) any natural disasters or weather-related event, (3) any changes in national or international political conditions, including any engagement in hostilities, whether or not pursuant to the declaration of a national emergency or war, the outbreak or escalation of hostilities or acts of war, sabotage or terrorism, (4) the Target's failure to meet any internal or published projections, forecasts or revenue or earnings predictions (it being understood that the facts or occurrences giving rise or contributing to such failure may be deemed to constitute, or be taken into account in determining whether there has been or could reasonably be expected to be, an Acquired Business Material Adverse Effect), (5) any change in the market price or trading volume of the Target's securities (it being understood that the facts or occurrences giving rise or contributing to such change may be deemed to constitute, or be taken into account in determining whether there has been or could reasonably be expected to be, an Acquired Business Material Adverse Effect unless such change results from the matters set forth in clauses (A) or (B)(1), (2), (3), (4), (6), (7), (8) or (9)), (6) costs incurred by the Target in connection with the Acquisition Agreement or the transactions contemplated thereby, including financial advisory and legal costs, including legal costs resulting from the execution or announcement of the Acquisition Agreement, (7) any change attributable predominantly to the negotiation, execution, announcement, pendency or pursuit of the Transactions (as defined in the Acquisition Agreement), including any cancellation or delays in customer orders, any reduction in sales and any disruption in supplier, distributor, partner or similar relationships, (8) the matters specifically identified in Part B of the Disclosure Schedule of the Acquisition Agreement, (9) any change arising from or relating to compliance with the express terms of the Acquisition Agreement, or action taken, or failure to act, to which you or BidCo (as defined in Annex B) and the Arranger have consented, but only to the extent, in each of clauses (A), (B)(1), (B)(2) and (B)(3) that such Effect does not affect the Acquired Business, taken as a whole, in a disproportionate manner relative to other participants in the industries in which the Acquired Business operates.

3. **Syndication**.

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

The Company agrees to, and agrees to use commercially reasonable efforts to cause the Acquired Business to, assist the Arranger in achieving a syndication of the applicable Senior Credit Facility that is satisfactory to us and you. To assist us in our syndication efforts, the Company shall, and shall use commercially reasonable efforts to cause appropriate members of management of the Acquired Business to, cooperate with the Arranger in connection with (i) the preparation of one or more information

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

The Company further agrees that the commitments and agreements of Wells Fargo hereunder are conditioned upon the Arranger being afforded a period to solicit consents to the Amendment and syndicate the Senior Credit Facilities that is no less than 30 business days following the date of a formal public press release by the Company announcing (i) the Acquisition and/or (ii) the execution of the Acquisition Agreement with the Target (such date, the **"Marketing Period Commencement Date"**).

Notwithstanding anything to the contrary contained in this Commitment Letter or the Fee Letter, the completion of the syndication of any Senior Credit Facility shall not constitute a condition precedent to the New Closing Date and it is acknowledged and agreed that (1) in the event that signature pages to the Amendment from the "Required Lenders" (as defined in the Existing Credit Agreement) are received and released from escrow on or prior to the Required Amendment Approval Date and the conditions set forth in this Commitment Letter (including this section and in Annex C-1 and the schedule thereto) are satisfied, nothing herein shall impair the availability of the Incremental Term Loan on or after the date that is 30 business days after the Marketing Period Commencement Date, and (2) in the event that signature pages to the Amendment from the "Required Lenders" (as defined in the Existing Credit Agreement) are not received and released from escrow on or prior to the Required Amendment Approval Date, then, provided that the other conditions set forth in this Commitment Letter (including this section and in Annex C-2 and the schedule thereto) are satisfied, nothing herein shall impair the availability of the New Credit Facilities on or after the date that is 30 business days after the Marketing Period Commencement Date.

For the purposes of this Commitment Letter and the Fee Letter, (x) all references to "business days" shall exclude Saturdays, Sundays and traditional blackout and holiday periods in the bank market (such blackout and holiday periods shall include February 18, 2013), and (y) **"Required Amendment Approval Date"** means the date that is the earlier of (1) 10 business days after the Amendment/Incremental Term Loan Meeting and (2) 15 business days after the Marketing Period Commencement Date (it being understood and agreed that the Arranger may extend the Required Amendment Approval Date in its sole discretion upon written notice thereof to you).

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

The Company acknowledges that certain of the Incremental Lenders or New Facility Lenders may be **"**public side**"** lenders (i.e. lenders that do not wish to receive material non-public information with respect to the Company, the Acquired Business or their respective subsidiaries or affiliates or any of its or their respective securities) (each, a **"Public Lender"**). At the request of the Arranger, the Company agrees to prepare, and will use commercially reasonable efforts to cause the Acquired Business to assist in such preparation, an additional version of the Information (including, without limitation, any Confidential Information Memorandum and any Lender Presentation) to be used by Public Lenders that does not contain material non-public information concerning the Company, the Acquired Business, or their respective subsidiaries, affiliates or securities. It is understood that in connection with your assistance described above, you will provide, and cause all other applicable persons to provide, authorization letters to the Arranger authorizing the distribution of the Information to prospective Public Lenders, containing a representation to the Arranger that the public-side version does not include material non-public information about the Company, the Acquired Business, or their respective affiliates or its or their respective securities. In addition, the Company will clearly designate as such all Information provided to Wells Fargo by or on behalf of the Company or the Acquired Business which is suitable to make available to Public Lenders. The Company acknowledges and agrees that the following documents may be distributed to Public Lenders: (a) drafts and final versions of the Incremental Loan Documents or the New Credit Facilities Loan Documents, as applicable; (b) administrative materials prepared by the Arranger for prospective Incremental Lenders or New Facility Lenders (such as a lender meeting invitation, allocations and funding and closing memoranda); and (c) term sheets and notification of changes in the terms of the Incremental Term Loan and the other facilities under Existing Credit Agreement or the New Credit Facilities, as applicable.

4. **Information**.

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

5. **Indemnification and Related Matters**.

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

6. **Assignments**.

This Commitment Letter may not be assigned by you without the prior written consent of each of the Wells Fargo Parties (and any purported assignment without such consent will be null and void), is intended to be solely for the benefit of Wells Fargo and the other parties hereto and, except as set forth in Annex A hereto, is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto. Wells Fargo may assign its commitments and agreements hereunder, in whole or in part, to any of its affiliates and, as provided above, to any Incremental Lender or New Facility Lender, as applicable, prior to the New Closing Date. In addition, until the termination of the syndication of the Senior Credit Facilities, as determined by the Arranger, Wells Fargo may, in consultation with the Company, assign its commitments and agreements hereunder, in whole or in part, to the Other Arrangers or other Incremental Lenders or New Facility Lenders, as applicable, and, in each case, any such assignment will relieve Wells Fargo of its obligations set forth herein (including any obligation to fund the amount so assigned), subject to the terms and conditions of this Commitment Letter. Neither this

Commitment Letter nor the Fee Letter may be amended or any term or provision hereof or thereof waived or otherwise modified except by an instrument in writing signed by each of the parties hereto or thereto, as applicable, and any term or provision hereof or thereof may be amended or waived only by a written agreement executed and delivered by all parties hereto or thereto.

7. **Confidentiality**.

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

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

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

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

Wells may have economic interests that conflict with those of the Company, its equity holders and/or its affiliates. You agree that Wells will act under this Commitment Letter as an independent contractor and that nothing in this Commitment Letter or the Fee Letter or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between Wells and the Company, its equity holders or its affiliates. You acknowledge and agree that the transactions contemplated by this Commitment Letter and the Fee Letter (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between Wells, on the one hand, and the Company, on the other, and in connection therewith and with the process leading thereto, (i) Wells has not assumed (A) an advisory responsibility in favor of the Company, its equity holders or its affiliates with respect to the financing transactions contemplated hereby or (B) a fiduciary responsibility in favor of the Company, its equity holders or its affiliates with respect to the transactions contemplated hereby, or in each case, the exercise of rights or remedies with respect thereto or the process leading thereto (irrespective of whether Wells has advised, is currently advising or will advise the Company, its equity holders or its affiliates on other matters, including, without limitation, in connection with the Acquisition) or any other obligation to the Company except the obligations expressly set forth in this Commitment Letter and the Fee Letter, (ii) Wells is acting solely as a principal and not as the agent or fiduciary of the Company, its management, equity holders, affiliates, creditors or any other person and (iii) Wells has not provided any legal, accounting, regulatory or tax advice, and the Company acknowledges and agrees that

the Company has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. The Company agrees that it will not claim that Wells has rendered advisory services of any nature or respect with respect to the financing transactions contemplated hereby. In addition, each of the Wells Fargo Parties may employ the services of their affiliates in providing services and/or performing their obligations hereunder and may exchange with such affiliates information concerning the Company, the Acquired Business and other companies that may be the subject of this arrangement, and such affiliates will be entitled to the benefits afforded to the Wells Fargo Parties hereunder.

9. **Miscellaneous**.

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

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

**The Company for itself and its affiliates agrees that any suit or proceeding arising in respect to this Commitment Letter or Wells Fargo's commitments or agreements hereunder or the Fee Letter will be tried exclusively in any Federal court of the United States of America sitting in the Borough of Manhattan or, if that court does not have subject matter jurisdiction, in any state court located in the City and County of New York, and the Company agrees to submit to the exclusive jurisdiction of, and to venue in, such court. Any right to trial by jury with respect to any action or proceeding arising in connection with or as a result of Wells Fargo's commitments or agreements or any matter referred to in this Commitment Letter or the Fee Letter is hereby waived by the parties hereto. The Company for itself and its affiliates agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Service of any process, summons, notice or document by registered mail or overnight courier addressed to any of the parties hereto at the addresses above shall be effective service of process against such party for any suit, action or proceeding brought in any such court. This Commitment Letter and the Fee Letter and any claim, controversy or dispute arising under or related thereto will be governed by and construed in accordance with the laws of the State of New York.**

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

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

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

Please confirm that the foregoing is in accordance with your understanding by signing and returning to the Wells Fargo Parties the enclosed copy of this Commitment Letter, together, if not previously executed and delivered, with the Fee Letter, on or before the close of business on January 30, 2013, whereupon this Commitment Letter and the Fee Letter will become binding agreements between us. If the Commitment Letter and Fee Letter have not been signed and returned as described in the preceding sentence by such date, this offer will terminate on such date. We look forward to working with you on this transaction.

Very truly yours,

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

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

**WELLS FARGO SECURITIES, LLC**

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

**ACCEPTED AND AGREED AS OF JANUARY 30, 2013:**

**ACI WORLDWIDE, INC.**

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

[Project Windstar Commitment Letter – Signature Page]

***ANNEX A***

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

***ANNEX B***

Transactions

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

In connection with the Acquisition, (i) the Company shall obtain the Incremental Term Loan or the New Credit Facilities, as applicable, in order to finance the consideration for the Acquisition, including, without limitation, the purchase of the Preferred Shares (such consideration, the **"Acquisition Consideration"**), which consideration shall not exceed $275 million (such amount, the **"Maximum Consideration"**), (ii) (A) all indebtedness of the Acquired Business shall be repaid in full (and all commitments thereunder terminated and security interests released) and (B) solely to the extent that the New Credit Facilities are effected, all indebtedness outstanding under the Existing Credit Agreement shall be repaid in full on the New Closing Date (and all commitments thereunder terminated and security

interests released) and (iii) all fees and expenses incurred in connection with the foregoing (the **"Transaction Costs"**) will be paid. The transactions described under this paragraph are collectively referred to herein as the "**Transactions**".

Annex B

**ANNEX C-1**

**ACI Worldwide, Inc.**

**Summary of the Incremental Term Loan**

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

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

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

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

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

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

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

remaining average life to maturity of the Incremental Term Loan and (B) a final maturity that is at least 1 year after the final maturity date of the Incremental Term Loan), (b) the maturity date applicable to the Incremental Facility will not be earlier than the latest maturity date of the existing Revolving Credit Facility, the existing Term Loan Facility or the Incremental Term Loan (or any portion thereof), (c) the weighted average life to maturity of the Incremental Facility shall not be less than the weighted average life of the existing Term Loan Facility or the Incremental Term Loan (or any portion thereof) and (d) all other terms of the Incremental Facility, if not consistent with the terms of the existing Term Loan Facility, must be reasonably acceptable to the Administrative Agent, and (iv) if such Incremental Facility is a revolving facility, such Incremental Facility will be documented solely as an increase to the commitments with respect to the Revolving Credit Facility, without any change in terms. Such Incremental Facilities will be provided by existing Lenders or other persons who become Lenders in connection therewith; *provided* that no existing Lender will be obligated to provide any portion of the Incremental Facilities.

**Closing Date; Funding Demand:** The date on which the Incremental Term Loan is effective (the "**New Closing Date**"). Notwithstanding anything to the contrary in this Commitment Letter, no later than five (5) business days following written notice by the Administrative Agent (the "**Funding Demand**") to the Borrower, which Funding Demand may be served no earlier than 90 calendar days after the date of the Commitment Letter, the Borrower shall, notwithstanding that the Tender Offer Closing Date has not yet occurred or the Acquisition consummated, deliver an irrevocable notice of borrowing (which shall authorize and direct the Administrative Agent to pay all proceeds of the unfunded portion of the Incremental Term Loan into the Incremental Term Loan Escrow Account to be disbursed as set forth herein) and use commercially reasonable efforts to satisfy all other conditions precedent.

**Final Maturity:** The final maturity of the Incremental Term Loan will occur on November 10, 2016.

**Amortization:** The outstanding principal amount of the Incremental Term Loan will be payable as follows:

| Fiscal Quarter | Principal Installment |
|---|---|
| June 30, 2013 | $ 5,625,000 |
| September 30, 2013 | $ 5,625,000 |
| December 31, 2013 | $ 9,375,000 |
| March 31, 2014 | $ 9,375,000 |
| June 30, 2014 | $ 9,375,000 |
| September 30, 2014 | $ 9,375,000 |
| December 31, 2014 | $ 11,250,000 |
| March 31, 2015 | $ 11,250,000 |
| June 30, 2015 | $ 11,250,000 |
| September 30, 2015 | $ 11,250,000 |
| December 31, 2015 | $ 11,250,000 |
| March 31, 2016 | $ 11,250,000 |
| June 30, 2016 | $ 11,250,000 |
| At maturity | All remaining outstanding principal amounts of the Incremental Term Loan |

Any amortization payments made prior to the consummation of the Merger shall be applied first to the portion of the Incremental Term Loan received by the Borrower and thereafter to amounts in the Incremental Term Loan Escrow Account.

**Interest Rates:** All amounts outstanding under the Incremental Term Loan will bear interest, at the Borrower's option, at a rate *per annum* equal to (a) the Base Rate plus the Applicable Margin (as defined below) or (b) the LIBOR Rate plus the Applicable Margin.

Beginning on the Calculation Date occurring after the date on which the Borrower delivers to the Lenders financial statements for the second full fiscal quarter after the initial funding of the Incremental Term Loan, the applicable margin for the Incremental Term Loan (the "**Applicable Margin**") will be determined by the pricing grid below based on the Consolidated Total Leverage Ratio; *provided* that prior to the Calculation Date after the Borrower delivers to the Lenders financial statements for the second full fiscal quarter after the the initial funding of the Incremental Term Loan, the Applicable Margin shall not be less than the rate *per annum* set forth in Level II:

| | Consolidated Total Leverage Ratio | Base Rate Loans | Eurodollar Rate Loans |
|---|---|---|---|
| **Level I** | ³3.25:1.00 | 1.50% | 2.50% |
| **Level II** | ³2.75:1.00 and <3.25:1.00 | 1.25% | 2.25% |
| **Level III** | ³2.00:1.00 and <2.75:1.00 | 1.00% | 2.00% |
| **Level IV** | ³1.00:1.00 and <2.00:1.00 | 0.75% | 1.75% |
| **Level V** | <1.00:1.00 | 0.50% | 1.50% |

**Funding Protection:** Substantially similar to the Existing Credit Agreement.

| | |
|---|---|
| **Incremental Term Loan Unused Fee:** | An unused fee (the **"Incremental Term Loan Unused Fee"**) will accrue on the unused amounts of the Incremental Term Loan, with exclusions for Defaulting Lenders, during the period from the New Closing Date through but excluding the date on which the Incremental Term Loan is fully funded, including pursuant to a Funding Demand (the **"Incremental Unused Fee Termination Date"**). The Incremental Term Loan Unused Fee will be at a rate of 0.50% per annum. All accrued Incremental Term Loan Unused Fees will be fully earned and due and payable quarterly in arrears (calculated on a 360-day basis) and on the Incremental Unused Fee Termination Date and shall be for the account of the Incremental Lenders (excluding any Defaulting Lenders) making the Incremental Term Loan and will accrue from the New Closing Date. |
| **Voluntary Prepayments:** | Substantially similar to the Existing Credit Agreement; *provided* that any voluntary prepayments made prior to the consummation of the Merger shall be applied first to the portion of the Incremental Term Loan received by the Borrower and thereafter to amounts in the Incremental Term Loan Escrow Account. |
| **Mandatory Prepayments:** | Substantially similar to the Existing Credit Agreement; *provided* that (i) all amounts remaining in the Incremental Term Loan Escrow Account at 5:00 p.m. (Eastern) on the date that is six months after the New Closing Date shall be released to the Administrative Agent for the account of the Incremental Lenders and (ii) any mandatory prepayments made prior to the consummation of the Merger shall be applied first to the portion of the Incremental Term Loan received by the Borrower and thereafter to amounts in the Incremental Term Loan Escrow Account. |
| **Security:** | Substantially similar to the Existing Credit Agreement (which security shall include, for the avoidance of doubt, all cash held in the Incremental Term Loan Escrow Account (which shall be subject to a control agreement reasonably satisfactory to the Administrative Agent)). |
| **Representations and Warranties:** | Substantially similar to the Existing Credit Agreement. |
| **Covenants:** | The definitive Incremental Loan Documents will contain the following financial, affirmative and negative covenants by the Borrower (with respect to the Borrower and its subsidiaries (including the Acquired Business)): |
| **- financial covenants:** | 1. A minimum Consolidated Total Fixed Charge Coverage Ratio – TBD.<br>2. A maximum Consolidated Total Leverage Ratio – TBD. |

| | |
|---|---|
| | The financial covenants shall be calculated in a manner substantially similar to the calculations of the corresponding financial covenants in the Existing Credit Agreement. |
| **- affirmative covenants:** | Substantially similar to the Existing Credit Agreement, but in the event that the New Closing Date occurs prior to the Tender Offer Closing Date or the Merger Closing Date, to include compliance with material obligations under the Acquisition Documents, including, without limitation, prompt settlement in respect of Shares accepted for payment under the Tender Offer; in the event the New Closing Date occurs prior to the Tender Offer Closing Date or the Merger Closing Date, consummation of the Tender Offer Closing Date or the Merger Closing Date, as applicable, concurrently with the release of proceeds of the Incremental Term Loan from the Incremental Term Loan Escrow Account, in accordance with all applicable laws, this Commitment Letter and the Acquisition Documents; and following the Tender Offer Closing Date, the Borrower and BidCo shall use all commercially reasonable efforts to take or cause to be taken all corporate, stockholder and other action necessary to cause the Merger Closing Date to occur as soon as practicable thereafter. |
| **- negative covenants:** | Substantially similar to the Existing Credit Agreement. |
| **Conditions Precedent to Closing and Funding:** | The several obligations of the Incremental Lenders to (i) close the Incremental Term Loan and (ii) make, or cause one of their respective affiliates to make the Incremental Term Loan will be subject only to (a) the conditions precedent referred to in the Commitment Letter and (b) the conditions set forth in Schedule 1 to Annex C-1 attached to the Commitment Letter. |
| **Conditions Precedent to Final Release of Funds and Extensions of Credit in Connection with Merger:** | In addition to the conditions set forth in the section entitled “Conditions Precedent to Closing and Funding on the New Closing Date” (including, without limitation, those set forth in Schedule 1 to Annex C-1 attached to the Commitment Letter), the final release of funds from the Incremental Term Loan Escrow Account (other than in connection with a repayment or prepayment of the Incremental Term Loan or in connection with the acceptance of Shares during a Subsequent Offering Period (as defined in the Acquisition Agreement)) will be subject to the following additional conditions:<br><br>1. Acquisition. The Acquisition shall be consummated substantially concurrently with the final release of funds from the Incremental Term Loan Escrow Account and in accordance with the terms of the Existing Credit Agreement, including without limitation, Section 11.3 and the definition of “Permitted Acquisition” in the Existing Credit Agreement and the Acquisition Documents, without giving effect to any amendments, modifications or waivers to the Acquisition |

Documents that are materially adverse to the interests of the Incremental Lenders (as reasonably determined by the Arranger, it being understood that, without limitation, any change in the amount of the Acquisition Consideration (other than an increase in the amount of the Acquisition Consideration pursuant to the express terms of the Acquisition Documents that does not cause the aggregate Acquisition Consideration to exceed the Maximum Consideration), the third party beneficiary rights (if any) applicable to the Arranger and the Incremental Lenders or the governing law shall, in each case, be deemed to be materially adverse to the interests of the Incremental Lenders) unless approved by the Arranger.

2. Borrowing. Each of the conditions set forth in Section 6.3 (other than clause (c) thereof) of the Existing Credit Agreement shall be satisfied.

3. Joinder. After giving effect to the Acquisition, the Target shall be a wholly-owned subsidiary of the Borrower, and to the extent not completed on the New Closing Date, the Target and its domestic subsidiaries shall become Guarantors and shall have executed and delivered customary joinder documentation with respect to the Incremental Loan Documents in accordance with the terms of the Existing Credit Agreement.

4. Escrow Notice. In connection with any releases of funds from the Incremental Term Loan Escrow Account, the Administrative Agent shall have received prior written notice of release of funds from the Incremental Term Loan Escrow Account.

| | |
|---|---|
| **Conditions Precedent to Release of Funds in Connection with Subsequent Offering Periods under the Acquisition Agreement:** | In addition to the conditions set forth in the section entitled "Conditions Precedent to Closing and Funding on the New Closing Date" (including, without limitation, those set forth in Schedule 1 to Annex C-1 attached to the Commitment Letter), the release of funds from the Incremental Term Loan Escrow Account in connection with the acceptance of tendered Shares during any Subsequent Offering Period under the Acquisition Agreement will be subject to the following additional conditions: (i) prior written notice of release of funds from the Incremental Term Loan Escrow Account, (ii) the accuracy of representations and warranties under the Existing Credit Agreement and the other Incremental Loan Documents, (iii) prior to and after giving effect to the funding of such release of funds from the Incremental Term Loan Escrow Account, the absence of any default or event of default under the Existing Credit Agreement and the other Incremental Loan Documents and (iv) receipt by the Administrative Agent of evidence satisfactory to it that such release of funds and the use of such funds shall be in full compliance with the Federal Reserve's Margin Regulations and the Borrower shall have delivered a duly completed Form U-1 pursuant to Regulation U of the Federal Reserve Board. |
| **Counsel to the Arranger and Administrative Agent:** | McGuireWoods LLP. |

*The foregoing is intended to summarize certain basic terms of the Incremental Term Loan. It is not intended to be a definitive list of all of the requirements of the Incremental Lenders in connection with the Incremental Term Loan.*

**SCHEDULE 1 TO ANNEX C-1**

**ACI WORLDWIDE, INC.**

**Summary of Conditions Precedent to the Closing and Initial Funding of the Incremental Term Loan**

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

The closing and funding of the Incremental Term Loan shall occur in accordance with the terms and subject to the conditions set forth in Section 2.8 of the Existing Credit Agreement and shall be subject to the following conditions:

1. Concurrent Transactions: As a condition to the funding of the Incremental Term Loan, (i) the terms and conditions of the applicable Acquisition Documents (including, without limitation, the terms and conditions of the Tender Offer Documents) will be reasonably satisfactory to the Arranger (it being understood and agreed that the draft Acquisition Agreement and Shareholder Agreement provided to the Arranger by Jones Day at 6:31 p.m. (Eastern) on January 30, 2013 are deemed to be satisfactory) and (ii) there will not exist (pro forma for the Acquisition and the financing thereof) any Default or Event of Default under any of the Incremental Loan Documents, or under any other material indebtedness of the Borrower or its subsidiaries. BidCo shall (a) substantially concurrently with the initial funding of the Incremental Term Loan, purchase all of the Preferred Shares and (b) have accepted for payment, pursuant to the Tender Offer, Shares that, when aggregated with the Preferred Shares purchased by BidCo, represent at least a majority (calculated on a fully-diluted basis) of the then issued and outstanding shares of the Acquired Business and not less than a majority (calculated on a fully-diluted basis) of the voting power of the then issued and outstanding shares of the Acquired Business entitled to vote in the election of directors or in shareholder votes generally and the Tender Offer and the purchase of the Preferred Shares shall have been consummated concurrently with the funding of the Incremental Term Loan, in accordance with applicable laws and the applicable Acquisition Documents (including, to the extent applicable, the Tender Offer Documents and the Shareholder Agreement) without amendment or waiver (except to the extent such waiver (including any consent or discretionary determination as to the satisfaction of any condition) is not materially adverse to the Arranger or the Incremental Lenders) or other modification of any of the terms or conditions thereof (including, without limitation, any change in (A) the offer price with respect to the Shares above $4.00 per Share and (B) the amount of the Acquisition Consideration (other than an increase in the amount of the Acquisition Consideration pursuant to the express terms of the Acquisition Documents that does not cause the aggregate Acquisition Consideration to exceed the Maximum Consideration)). The proceeds from the Incremental Term Loan will be the sole and sufficient sources of funds to consummate the transactions contemplated to occur on the Tender Offer Closing Date, including to refinance certain existing indebtedness of the Acquired Business and to pay the Transaction Costs (and, after the application of proceeds from the Incremental Term Loan, the Acquired Business shall not have any material indebtedness for borrowed money other than the indebtedness under the Incremental Loan Documents and other indebtedness of the Acquired Business permitted to remain outstanding upon the Acquired Business becoming a Subsidiary of the Borrower).

2. Financial Statements. The Arranger shall have received (i) audited financial statements of the Acquired Business for each of the three fiscal years ended at least 45 days prior to the New Closing Date; (ii) as soon as internal financial statements are available to the Acquired Business, unaudited financial statements for any interim period or periods of the Acquired Business ended after the date of the most recent audited financial statements and more than forty-five (45) days prior to the New Closing Date; (iii) customary pro forma financial statements, in each case meeting the requirements of Regulation S-X for Form S-1 registration statements or otherwise reasonably satisfactory to the Arranger and (iv) projections prepared by management of balance sheets, income statements and cashflow statements, in each case for the period through and including the maturity date of the Incremental Term Loan (it being acknowledged and agreed that such projections were received by the Arranger on Sunday, January 27, 2013).

3. Performance of Obligations. All costs, fees, expenses (including, without limitation, legal fees and expenses, and, if applicable, title premiums, survey charges and recording taxes and fees) and other compensation contemplated by the Commitment Letter and the Fee Letter payable to Wells Fargo Bank, the Arranger, the Administrative Agent and/or the Lenders (including the Incremental Lenders and including all fees payable in connection with the Amendment) shall have been paid to the extent due and the Borrower shall have complied in all material respects with all of its other obligations under the Commitment Letter and the Fee Letter. All loans made by the Incremental Lenders to the Borrower or any of its affiliates on the New Closing Date shall be in full compliance with the Federal Reserve's Margin Regulations and the Borrower shall have delivered a duly completed Form U-1 pursuant to Regulation U of the Federal Reserve Board.

4. Customary Closing Documents. The Arranger shall be satisfied that the Borrower has complied with the following other closing conditions: (i) the delivery of legal opinions, corporate records and documents from public officials, lien searches, officer's certificates and other documentation required under the Existing Credit Agreement, in each case in form and substance reasonably satisfactory to the Arranger; (ii) confirmation (including customary payoff letters) reasonably satisfactory to the Arranger of repayment in full of all indebtedness of the Acquired Business (other than indebtedness under the Incremental Loan Documents and other indebtedness of the Acquired Business permitted to remain outstanding upon the Acquired Business becoming a Subsidiary of the Borrower), and termination or release of all liens or security interests relating thereto, in each case on terms reasonably satisfactory to the Arranger, (iii) evidence of authority; (iv) obtaining approval of the Board of Directors of the Acquired Business and material third party and governmental consents necessary in connection with the Acquisition, the related transactions and the financing thereof; (v) delivery of possessory collateral and financing statements sufficient when properly filed to perfect liens, pledges, and mortgages on the collateral securing the Incremental Term Loan; (vi) evidence of insurance; (vii) if applicable, delivery of satisfactory commitments and/or endorsements for title insurance, flood certifications and surveys and (viii) delivery of a solvency certificate from the chief financial officer of the Borrower and each Guarantor in form and substance, and with supporting documentation, reasonably satisfactory to the Arranger. The Arranger will have received at least 5 business days prior to the New Closing Date all documentation and other information required by bank regulatory authorities under applicable **"**know-your-customer**"** and anti-money laundering rules and regulations, including the Patriot Act.

5. Minimum Liquidity/Minimum Revolving Credit Facility Availability. After giving effect to all borrowings on the New Closing Date, the Liquidity Amount (which amount, for the avoidance of doubt, shall not include any amounts in the Incremental Term Loan Escrow Account) shall be at least $50,000,000.

6. Amendment to Existing Credit Agreement. The Existing Credit Agreement shall have been amended to (a) permit the incurrence of an additional $300 million of Incremental Term Loans, (b) modify the financial covenants and restrictions on acquisitions to the extent necessary to permit the financing of the Tender Offer, the purchase of the Preferred Shares and the Acquisition on the terms and conditions set forth in the Commitment Letter and the Incremental Term Loan Term Sheet and (c) unless waived by Wells Fargo Bank in its sole discretion, such other amendments as the Arranger may reasonably deem to be necessary to permit the consummation of the Transactions and to reflect the terms and conditions set forth in the Commitment Letter and the Incremental Term Loan Term Sheet (it being understood and agreed that such amendment shall be effective only upon the satisfaction of the other conditions set forth in the Commitment Letter and this Schedule).

7. Marketing Period. The Arranger shall have been afforded a minimum amount of time as set forth in Section 3 of the Commitment Letter to solicit consents to the Amendment and syndicate the Incremental Term Loan.

Notwithstanding the foregoing, the Borrower shall use commercially reasonable efforts to satisfy all of the conditions precedent set forth in this Schedule and the Commitment letter in a timely manner. In the event that each of the conditions set forth above and in the Commitment Letter (other than the conditions related to the Tender Offer or the Acquisition) is satisfied (including, without limitation, clause 7 above), the Incremental Term Loan shall close, it being understood and agreed that the Incremental Term Loan will not be funded and released from the Incremental Term Loan Escrow Account until the satisfaction of the remaining conditions precedent set forth above and the payment of the Incremental Term Loan Unused Fees. At any time after the closing of the Incremental Term Loan, the Borrower may upon written notice to the Administrative Agent, request the funding of the Incremental Term Loan into the Incremental Term Loan Escrow Account, it being acknowledged and agreed that the release of the Incremental Term Loan from the Incremental Term Loan Escrow Account will not occur until the satisfaction or waiver of the conditions set forth in this Schedule and the Commitment Letter. In addition, if the Arranger delivers to the Borrower a Funding Demand the Incremental Term Loan will be funded into the Incremental Term Loan Escrow Account to be released upon satisfaction of each of the conditions precedent set forth in this Schedule and the Commitment Letter and the payment of the Incremental Term Loan Unused Fees.

**ANNEX C-2**

# ACI Worldwide, Inc.

## Summary of the New Credit Facilities

*This Summary of the New Credit Facilities (this **"New Credit Facilities Term Sheet"**) outlines certain terms of the New Credit Facilities referred to in the Commitment Letter, of which this Annex C-2 is a part. Except as expressly provided herein, capitalized terms used herein but not defined herein shall have the meanings assigned thereto in the Commitment Letter to which this New Credit Facilities Term Sheet is attached, and if not defined in the Commitment Letter, the meanings assigned thereto in the Existing Credit Agreement.*

| | |
|---|---|
| **Borrower:** | ACI Worldwide, Inc., a Delaware corporation (the **"Borrower"**). |
| **Guarantors:** | Each of the Borrower's material existing and subsequently acquired or organized domestic direct and indirect subsidiaries (including, without limitation, BidCo and the Acquired Business (collectively, the **"Guarantors"**)) will guarantee (the **"Guarantee"**) all obligations under the New Credit Facilities (as defined below), all interest rate and/or other hedging obligations of the Borrower or any Guarantor owed to the Administrative Agent, the Arranger, any Lender or any affiliate of the Administrative Agent, the Arranger or any Lender (the "**Hedging Obligations**") and any treasury management arrangements of the Borrower or any Guarantor owed to the Administrative Agent, the Arranger, any Lender or any affiliate of the Administrative Agent, the Arranger or any Lender (the "**Cash Management Obligations**"). |
| **New Credit Facilities:** | $750 million of bank financing (the **"New Credit Facilities"**) to include:<br>(i) a $600 million senior secured term loan (the **"New Term Facility"**); and<br>(ii) a $150 million senior secured revolving credit facility (the **"New Revolving Facility"**). |
| **New Term Facility Availability:** | The New Term Facility will be available to the Borrower in a single draw on the New Closing Date (or to the extent the New Closing Date is before the Tender Offer Closing Date, the Tender Offer Closing Date or such earlier date as requested by the Borrower).<br>If the Merger shall occur after the Tender Offer Closing Date, to the extent that the proceeds of the New Term Facility funded on Tender Offer Closing Date, when combined with the proceeds of the New Revolving Facility that is funded in connection with the Tender Offer on the Tender Offer Closing Date, exceed an amount equal to the sum of (A) the portion of the Acquisition Consideration that is required to be paid under the Tender Offer Documents in respect of the Shares accepted by, and tendered to, BidCo on the Tender Offer Closing |

Date, (B) the portion of the Acquisition Consideration that is required to be paid under the Acquisition Documents in respect of the Preferred Shares purchased by BidCo, (C) the Transaction Costs payable on the Tender Offer Closing Date in connection with the Tender Offer and the purchase of the Preferred Shares by BidCo, (D) the amount necessary to refinance all outstanding indebtedness under the Existing Credit Agreement, (E) the amount necessary to refinance all existing indebtedness of the Acquired Business to be refinanced on the Tender Offer Closing Date and (F) all fees, commissions and expenses payable on or prior to the Tender Offer Closing Date in connection with the New Credit Facilities, the excess proceeds of the New Term Facility shall be funded directly into a blocked account of the Borrower held at the Administrative Agent, which account shall be subject to a perfected first priority security interest to secure the obligations of the Borrower in respect of the New Credit Facilities pursuant to arrangements and documentation (including, without limitation, a control agreement and escrow terms and conditions) in form and substance reasonably satisfactory to the Administrative Agent (the **"New Credit Facilities Escrow Account"**). Funds in the New Credit Facilities Escrow Account shall be released solely (i) to the Borrower to the extent used immediately to pay the Acquisition Consideration in an amount necessary to fund the Acquisition Consideration then due and payable in connection with any Subsequent Offering Period (as defined in the Acquisition Agreement) or the Tender Offer (in any case where the New Term Facility funding (other than amounts used to fund the refinancing of the Existing Credit Agreement) occurs prior to the Tender Offer Closing Date), (ii) to the Borrower to the extent used immediately to pay the Acquisition Consideration in an amount necessary to fund the Acquisition Consideration, Transaction Costs and fees, costs and expenses arising in connection with the Merger or (iii) to the Administrative Agent to fund repayments or prepayments under the New Credit Facilities, including upon the New Credit Facilities becoming due and payable prior to scheduled maturity. Notwithstanding the foregoing, any amount of the New Term Facility that is requested by the Borrower before the Tender Offer Closing Date shall, after giving effect to the amount thereof used to repay amounts owing under the Existing Credit Agreement, be funded into the New Credit Facilities Escrow Account.

**Purpose/Use of Proceeds:**

The proceeds of the New Term Facility will be used as follows:

(a) Prior to the Tender Offer Closing Date: Proceeds of the New Term Facility funded on or prior to the Tender Offer Closing Date will be used on (i) the New Closing Date to refinance the Existing Credit Agreement and (ii) on the Tender Offer Closing Date to (A) finance that portion of the Acquisition Consideration that is required to be paid under the Tender Offer Documents in respect of the Shares accepted by, and tendered to, BidCo on the Tender Offer Closing Date, (B) finance that portion of the Acquisition Consideration that is required to be paid under the

Acquisition Documents in respect of the Preferred Shares purchased by BidCo, (C) finance the Transaction Costs payable on the Tender Offer Closing Date in connection with the Tender Offer and the purchase of the Preferred Shares by BidCo, (D) refinance all existing indebtedness of the Acquired Business (except to the extent permitted to remain outstanding under the New Credit Facilities Loan Documents) and (E) finance the payment of all fees, commissions and expenses in connection with the New Credit Facilities (with the remainder of such proceeds, if applicable, to be funded into the New Credit Facilities Escrow Account).

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

The proceeds of the New Revolving Facility will be used (i) on the New Closing Date, to refinance the Borrower's Existing Credit Agreement and (ii) after the New Closing Date, (A) for general corporate purposes of the Borrower and its Subsidiaries, including, without limitation, working capital, capital expenditures in the ordinary course of business and Permitted Acquisitions, and (B) to the extent the proceeds in the New Credit Facilities Escrow Account are less than the Acquisition Consideration that is required to be paid on the Merger Closing Date plus Transaction Costs, to fund the remaining portion of the Acquisition Consideration and the Transaction Costs.

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

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

**Lenders:** Wells Fargo Bank and a syndicate of other financial institutions (each, a **"New Facility Lender"** and, collectively, the **"New Facility Lenders"**).

**Incremental Facility:** After the Merger Closing Date, and on or before the New Revolving Facility Maturity Date and the New Term Facility Maturity Date (each as defined below), the Borrower will have the right, but not the obligation, to incur an incremental term loan facility or increase the New Revolving Facility (each, an "**Incremental Facility**") in an aggregate principal amount for all Incremental Facilities requested and

incurred after the Merger Closing Date not to exceed $150 million under terms and conditions to be determined; *provided* that (i) no event of default or default exists or would exist after giving effect thereto, (ii) all financial covenants would be satisfied on a pro forma basis on the date of incurrence and for the most recent determination period, after giving effect to such Incremental Facility (in each case assuming the entire applicable Incremental Facility is funded on the effective date thereof), (iii) if such Incremental Facility is a term loan facility (a) the yield applicable to the Incremental Facility will not be more than 0.50% higher than the corresponding yield for the New Term Facility or any prior Incremental Facility that is a term loan facility, unless the interest rate margins with respect to the New Term Facility and/or such prior Incremental Facility are increased by an amount equal to the difference between the yield with respect to the Incremental Facility minus 0.50% and the corresponding yield on each of the New Term Facility and each such prior Incremental Facility, (b) the maturity date applicable to the Incremental Facility will not be earlier than the latest maturity date of the New Revolving Facility or the New Term Facility, (c) the weighted average life to maturity of the Incremental Facility shall not be less than the weighted average life of the New Term Facility and (d) all other terms of the Incremental Facility, if not consistent with the terms of the New Term Facility, must be reasonably acceptable to the Administrative Agent, and (iv) if such Incremental Facility is a revolving facility, such Incremental Facility will be documented solely as an increase to the commitments with respect to the New Revolving Facility, without any change in terms. Such Incremental Facilities will be provided by existing New Facility Lenders or other persons who become New Facility Lenders in connection therewith; *provided* that no existing New Facility Lender will be obligated to provide any portion of the Incremental Facilities.

**Closing Date; Funding Demand:** The date on which the New Credit Facilities are effective (the "**New Closing Date**"). Notwithstanding anything to the contrary in this Commitment Letter, no later than five (5) business days following written notice by the Administrative Agent (the "**Funding Demand**") to the Borrower, which Funding Demand may be served no earlier than 90 calendar days after the date of the Commitment Letter, the Borrower shall, notwithstanding that the Tender Offer Closing Date has not yet occurred or the Acquisition consummated, deliver an irrevocable notice of borrowing (which shall authorize and direct the Administrative Agent to pay all proceeds of any unfunded portion of the New Term Facility into the New Credit Facilities Escrow Account to be disbursed as set forth herein) and use commercially reasonable efforts to satisfy all other conditions precedent.

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| **Final Maturity:** | New Term Facility: Sixth anniversary of the New Closing Date (the **"New Term Facility Maturity Date"**).<br><br>New Revolving Facility: Fifth anniversary of the New Closing Date (the **"New Revolving Facility Maturity Date"**). |
| **Amortization:** | The outstanding principal amount of the New Term Facility will be payable in equal quarterly installments in an aggregate annual amount equal to 1% of the original principal amount of the New Term Facility (with the remainder due and payable on the New Term Facility Maturity Date); *provided* that any amortization payments made prior to the consummation of the Merger shall be applied first to the portion of the New Term Facility received by the Borrower and thereafter to amounts in the New Credit Facilities Escrow Account.<br><br>No amortization will be required with respect to the New Revolving Facility. |
| **Swingline Loans:** | At the option of the Swingline Lender, $10,000,000 of the New Revolving Facility may be made available as swing line loans. |
| **Letters of Credit:** | $25,000,000 of the New Revolving Facility may be made available for the issuance of letters of credit by the Issuing Lender (**"Letters of Credit"**). |
| **Interest Rates:** | All amounts outstanding under the New Credit Facilities will bear interest, at the Borrower's option, at a rate *per annum* equal to (a) the Base Rate plus the Applicable Margin (as defined below) or (b) the reserve adjusted Eurodollar Rate plus the Applicable Margin.<br><br>The applicable margin for the New Credit Facilities (the "**Applicable Margin**"):<br><br>(a) with respect to the New Term Facility, will be (i) 2.00% with respect to Base Rate Loans and (ii) 3.00% with respect to Eurodollar Rate Loans; and<br><br>(b) beginning on the Calculation Date occurring after the date on which the Borrower delivers to the New Facility Lenders financial statements for the second full fiscal quarter after the New Closing Date, with respect to the New Revolving Facility, will be determined by the pricing grid below based on the ratio (calculated in a manner substantially similar to such calculation in the Existing Credit Agreement) of (x) consolidated indebtedness of the Borrower and its subsidiaries as of the date of such financial statements to (y) Consolidated EBITDA as of the date of such financial statements (the **"Leverage Ratio"**); *provided* that prior to the Calculation Date after the Borrower delivers to the New Facility Lenders financial statements for the second full fiscal quarter after the New Closing Date, the |

Applicable Margin shall not be less than the rate *per annum* set forth in Level II:

| | Leverage Ratio | Base Rate Loans | Eurodollar Rate Loans | Commitment Fee |
|---|---|---|---|---|
| **Level I** | [3]3.25:1.00 | 1.50% | 2.50% | 0.50% |
| **Level II** | [3]2.75:1.00 and <3.25:1.00 | 1.25% | 2.25% | 0.40% |
| **Level III** | [3]2.00:1.00 and <2.75:1.00 | 1.00% | 2.00% | 0.35% |
| **Level IV** | [3]1.00:1.00 and <2.00:1.00 | 0.75% | 1.75% | 0.30% |
| **Level V** | <1.00:1.00 | 0.50% | 1.50% | 0.25% |

As used herein, the terms **"Base Rate"** and **"reserve adjusted Eurodollar Rate"** will have meanings customary and appropriate for financings of this type, and the basis for calculating accrued interest and the interest periods for loans bearing interest at the reserve adjusted Eurodollar Rate will be customary and appropriate for financings of this type. In no event shall the Base Rate be less than the sum of (i) the one-month reserve adjusted Eurodollar Rate plus (ii) the difference between the applicable stated margin for reserve adjusted Eurodollar Rate loans and the applicable stated margin for Base Rate loans. In no event shall the reserve adjusted Eurodollar Rate with respect to the New Term Facility be less than 1.25%.

After the occurrence and during the continuance of an Event of Default, interest on all amounts then outstanding will accrue at a rate equal to the rate on loans bearing interest at the rate determined by reference to the Base Rate plus an additional two percentage points (2.00%) *per annum* and will be payable on demand.

**Interest Payments:** Quarterly for loans bearing interest with reference to the Base Rate; except as set forth below, on the last day of selected interest periods (which will be one, two, three and six months) for loans bearing interest with reference to the reserve adjusted Eurodollar Rate (and at the end of every three months, in the case of interest periods of longer than three months); and upon prepayment, in each case payable in arrears and computed on the basis of a 360-day year (365/366-day year with respect to certain loans bearing interest with reference to the Base Rate).

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| **Funding Protection:** | Customary for transactions of this type, including breakage costs, gross-up for withholding, compensation for increased costs and compliance with capital adequacy and other regulatory restrictions. |
| **New Term Loan Unused Fee:** | An unused fee (the **"New Term Loan Unused Fee"**) will accrue on the unused amounts of the New Term Facility, with exclusions for Defaulting Lenders, during the period from the New Closing Date through but excluding the date on which the New Term Facility is fully funded, including pursuant to a Funding Demand (the **"Incremental Unused Fee Termination Date"**). The New Term Loan Unused Fee will be at a rate of 0.50% per annum. All accrued New Term Loan Unused Fees will be fully earned and due and payable quarterly in arrears (calculated on a 360-day basis) and on the New Term Loan Unused Fee Termination Date and shall be for the account of the New Facility Lenders (excluding any Defaulting Lenders) making the New Term Loan and will accrue from the New Closing Date. |
| **Commitment Fees:** | Commitment fees will be payable on the daily average undrawn portion of the New Revolving Facility (reduced by the amount of Letters of Credit issued and outstanding) based upon the Leverage Ratio from time to time as set forth in the pricing grid above and will be payable quarterly in arrears from the New Closing Date; *provided* that prior to the Calculation Date after the date on which the Borrower delivers to New Facility Lenders financial statements for the second full fiscal quarter after the New Closing Date, the commitment fee shall not be less than the percentage set forth in Level II of such pricing grid. |
| **Letters of Credit Fees:** | A fee equal to (i) the Applicable Margin then in effect for loans bearing interest at the reserve adjusted Eurodollar Rate made under the New Revolving Facility, times (ii) the average daily maximum aggregate amount available to be drawn under all Letters of Credit, will be payable quarterly in arrears to the New Facility Lenders under the New Revolving Facility. In addition, a fronting fee in an amount equal to the face amount of such Letter of Credit multiplied by one-eighth of one percent (0.125%), *per annum* and payable quarterly in arrears, will be payable to the Issuing Lender, as well as certain customary fees assessed thereby. |
| **Voluntary Prepayments:** | The New Term Facility may be prepaid in whole or in part without premium or penalty (other than the Call Premium (as defined below)); *provided* that loans bearing interest with reference to the reserve adjusted Eurodollar Rate will be prepayable only on the last day of the related interest period unless the Borrower pays any related breakage costs; *provided* further that any voluntary prepayments made prior to the consummation of the Merger shall be applied first to the portion of the New Term Facility received by the Borrower and thereafter to amounts in the New Credit Facilities Escrow Account. Voluntary prepayments of the New Term Facility will be applied to scheduled amortization payments as directed by the Borrower. |

**Mandatory Prepayments:**

The following mandatory prepayments will be required (subject to certain basket amounts to be negotiated in the definitive New Credit Facilities Loan Documents):

1. Asset Sales: Prepayments in an amount equal to 100% of the net cash proceeds of the sale or other disposition of any property or assets of the Borrower or its subsidiaries (subject to certain exceptions to be determined), other than net cash proceeds of sales or other dispositions of inventory in the ordinary course of business and net cash proceeds that are reinvested in other long-term assets useful in the business of the Borrower and its subsidiaries within one year of receipt thereof.
2. Insurance Proceeds: Prepayments in an amount equal to 100% of the net cash proceeds of insurance paid on account of any loss of any property or assets of the Borrower or its subsidiaries, other than net cash proceeds that are reinvested in other long-term assets useful in the business of the Borrower and its subsidiaries (or used to replace damaged or destroyed assets) within one year of receipt thereof.
3. Equity Offerings: Prepayments in an amount equal to 50% of the net cash proceeds received from the issuance of equity securities of the Borrower (other than (i) issuances pursuant to employee stock plans and (ii) equity issued in connection with, and in anticipation of, a permitted acquisition).
4. Incurrence of Indebtedness: Prepayments in an amount equal to 100% of the net cash proceeds received from the incurrence of indebtedness by the Borrower or its subsidiaries (other than indebtedness otherwise permitted under the New Credit Facilities Loan Documents), payable no later than the third business day following the date of receipt.
5. Excess Cash Flow: Prepayments in an amount equal to 50% of Excess Cash Flow, if the Consolidated Total Leverage Ratio is greater than 2.50:1.00.
6. Escrow Funds. Prepayments in an amount equal to the amount on deposit in the New Credit Facilities Escrow Account at 5:00 p.m (Eastern) on the date that is six months after the New Closing Date.

All mandatory prepayments will be applied without penalty or premium (except for breakage costs, if any) and will be applied, first, to the New Term Facility (and applied pro rata to remaining scheduled amortization payments and the payments at final maturity); and,

second, to outstanding loans (without a permanent reduction of commitments) under the New Revolving Facility; *provided* that any mandatory prepayments made prior to the consummation of the Merger shall be applied first to the portion of the New Term Facility received by the Borrower and thereafter to amounts in the New Credit Facilities Escrow Account.

**Call Premium:** If, on or prior to the first anniversary of the initial funding of the New Term Facility, a Repricing Transaction (as defined below) occurs, the Borrower will pay a premium (the "Call Premium") in an amount equal to 1% of the principal amount of loans under the New Term Facility that are subject to such Repricing Transaction.

As used herein, the term "Repricing Transaction" shall mean (a) any prepayment or repayment of loans under the New Term Facility with the proceeds of, or any conversion of loans under the New Term Facility into, any new or replacement indebtedness bearing interest with an "effective yield" (taking into account, for example, upfront fees, interest rate spreads, interest rate benchmark floors and original issue discount) less than the "effective yield" applicable to the loans under the New Term Facility subject to such event (as such comparative yields are determined by the Administrative Agent) and (b) any amendment to the definitive New Credit Facilities Loan Documents which reduces the "effective yield" applicable to all or a portion of the loans under the New Term Facility (it being understood that any prepayment premium with respect to a Repricing Transaction shall apply to any required assignment by a non-consenting lender in connection with any such amendment pursuant to so-called yank-a-bank provisions).

**Security:** The New Credit Facilities, each Guarantee, all Hedging Obligations and all Cash Management Obligations will be secured by first priority security interests in all assets, including without limitation, all personal property of the Borrower and the Guarantors (except as otherwise agreed to by the Arranger) and including, for the avoidance of doubt, all cash held in the New Credit Facilities Escrow Account. In addition, the New Credit Facilities, each Guarantee, all Hedging Obligations and all Cash Management Obligations will be secured by a first priority security interest in 100% of the capital stock of each material domestic subsidiary of the Borrower (including, without limitation, 100% of the capital stock of BidCo), 65% of the capital stock of each material first-tier foreign subsidiary of the Borrower and all intercompany debt. Subject to the Limited Conditionality Provision, all security arrangements relating to the New Credit Facilities, the Guarantees, the Hedging Obligations and the Cash Management Obligations will be in form and substance reasonably satisfactory to the Administrative Agent and the Arranger and will be perfected on the New Closing Date, and shall, without limitation, include a control agreement reasonably satisfactory to the Administrative Agent in respect of the New Credit Facilities Escrow Account.

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| **Representations and Warranties:** | Substantially similar to the Existing Credit Agreement. |
| **Covenants:** | The definitive New Credit Facilities Loan Documents will contain the following financial, affirmative and negative covenants by the Borrower (with respect to the Borrower and its subsidiaries (including the Acquired Business)): |
| **- financial covenants:** | 1. A minimum Consolidated Total Fixed Charge Coverage Ratio – TBD.<br>2. A maximum Consolidated Total Leverage Ratio – TBD.<br>The financial covenants shall be calculated in a manner substantially similar to the calculations of the corresponding financial covenants in the Existing Credit Agreement. |
| **- affirmative covenants:** | Substantially similar to the Existing Credit Agreement, but in the event that the New Closing Date occurs prior to the Tender Offer Closing Date or the Merger Closing Date, to include compliance with material obligations under the Acquisition Documents, including, without limitation, prompt settlement in respect of Shares accepted for payment under the Tender Offer; in the event the New Closing Date occurs prior to the Tender Offer Closing Date or the Merger Closing Date, consummation of the Tender Offer Closing Date or the Merger Closing Date, as applicable, concurrently with the release of proceeds of the New Term Facility from the New Credit Facilities Escrow Account, in accordance with all applicable laws, this Commitment Letter and the Acquisition Documents; and following the Tender Offer Closing Date, the Borrower and BidCo shall use all commercially reasonable efforts to take or cause to be taken all corporate, stockholder and other action necessary to cause the Merger Closing Date to occur as soon as practicable thereafter. |
| **. - negative covenants:** | Substantially similar to the Existing Credit Agreement. |
| **Events of Default:** | Substantially similar to the Existing Credit Agreement. |
| **Conditions Precedent to Closing and Funding:** | The several obligations of the New Facility Lenders to (i) close the New Credit Facilities and (ii) make, or cause one of their respective affiliates to make, any loans or extensions of credit under the New Credit Facilities will be subject only to (a) the conditions precedent referred to in the Commitment Letter and (b) the conditions set forth in Schedule 1 to Annex C-2 attached to the Commitment Letter. |

**Conditions Precedent to Final Release of Funds and Extensions of Credit in Connection with Merger:**

In addition to the conditions set forth in the section entitled "Conditions Precedent to Closing and Funding on the New Closing Date" (including, without limitation, those set forth in Schedule 1 to Annex C-2 attached to the Commitment Letter), the final release of funds from the New Credit Facilities Escrow Account (other than in connection with a repayment or prepayment of New Term Facility or in connection with a Subsequent Offering Period (as defined in the Acquisition Agreement) will be subject to the following additional conditions:

1. Acquisition. The Acquisition shall be consummated substantially concurrently with the final release of funds from the New Credit Facilities Escrow Account and in accordance with the New Credit Facilities Loan Documents and the Acquisition Documents, without giving effect to any amendments, modifications or waivers to the Acquisition Documents that are materially adverse to the interests of the New Facility Lenders (as reasonably determined by the Arranger, it being understood that, without limitation, any change in the amount of the Acquisition Consideration (other than an increase in the amount of the Acquisition Consideration pursuant to the express terms of the Acquisition Documents that does not cause the aggregate Acquisition Consideration to exceed the Maximum Consideration), the third party beneficiary rights (if any) applicable to the Arranger and the New Facility Lenders or the governing law shall, in each case, be deemed to be materially adverse to the interests of the New Facility Lenders) unless approved by the Arranger.

2. Joinder. After giving effect to the Acquisition, the Target shall be a wholly-owned subsidiary of the Borrower, and to the extent not completed on the New Closing Date, the Target and its domestic subsidiaries shall become Guarantors and shall have executed and delivered customary joinder documentation with respect to the New Credit Facilities Loan Documents in accordance with the terms of the Existing Credit Agreement.

3. Escrow Notice. In connection with any releases of funds from the New Credit Facilities Escrow Account, the Administrative Agent shall have received prior written notice of release of funds from the New Credit Facilities Escrow Account.

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| **Conditions Precedent to Release of Funds in Connection with Subsequent Offering Periods under the Acquisition Agreement:** | In addition to the conditions set forth in the section entitled "Conditions Precedent to Closing and Funding on the New Closing Date" (including, without limitation, those set forth in Schedule 1 to Annex C-2 attached to the Commitment Letter), the release of funds from the New Credit Facilities Escrow Account in connection with the acceptance of tendered Shares during any Subsequent Offering Period under the Acquisition Agreement will be subject to the following additional conditions: (i) prior written notice of release of funds from the New Credit Facilities Escrow Account, (ii) the accuracy of representations and warranties under the New Credit Facilities Loan Documents, (iii) prior to and after giving effect to the funding of such release of funds from the New Credit Facilities Escrow Account, the absence of any default or event of default under the New Credit Facilities Loan Documents and (iv) receipt by the Administrative Agent of evidence satisfactory to it that such release of funds and the use of such funds shall be in full compliance with the Federal Reserve's Margin Regulations and the Borrower shall have delivered a duly completed Form U-1 pursuant to Regulation U of the Federal Reserve Board. |
| **Conditions Precedent to all Extensions of Credit:** | The several obligations of the New Facility Lenders to make, or cause one of their respective affiliates to make, any extension of credit under the New Credit Facilities (including the release of funds from the New Credit Facilities Escrow Account) will be subject to the following additional conditions: (i) prior written notice of borrowing, as applicable, (ii) the accuracy of representations and warranties (subject, in the case of the initial funding on the New Closing Date, to the Limited Conditionality Provision) under the New Credit Facilities Loan Documents, and (iii) prior to and after giving effect to the funding of such extension of credit (including release of funds from the New Credit Facilities Escrow Account) after the initial extensions of credit on the New Closing Date, the absence of any default or event of default under the New Credit Facilities Loan Documents. |
| **Assignments and Participations:** | The New Facility Lenders may assign all or, in an amount of not less than (x) $1.0 million with respect to the New Term Facility and (y) $2.5 million with respect to the New Revolving Facility, any part of their respective shares of the New Credit Facilities to their affiliates (other than natural persons) or one or more banks, financial institutions or other entities that are eligible assignees (to be defined in the New Credit Facilities Loan Documents) which, except in the case of assignments made by or to Wells Fargo, are reasonably acceptable to the Administrative Agent and (except during the existence of a Default or an Event of Default) the Borrower, each such consent not to be unreasonably withheld or delayed; ***provided*** that such consent shall be deemed to have been given if the Borrower has not responded |

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| | within ten (10) business days of a request for such consent. Upon such assignment, such affiliate, bank, financial institution or entity will become a New Facility Lender for all purposes under the New Credit Facilities Loan Documents; ***provided*** that assignments made to affiliates and other New Facility Lenders will not be subject to the above described consent or minimum assignment amount requirements. A $3,500 processing fee will be required in connection with any such assignment. The New Facility Lenders will also have the right to sell participations, subject to customary limitations on voting rights, in their respective shares of the New Credit Facilities. |
| **Requisite Lenders:** | Amendments and waivers will require the approval of New Facility Lenders holding more than 50% of total commitments or exposure under the New Credit Facilities, except that (x) any amendment that would disproportionately affect the obligation of the Borrower to make payment of the loans under the New Revolving Facility or the New Term Facility will not be effective without the approval of holders of more than 50% of such class of loans and (y) with respect to matters relating to the interest rates, maturity, amortization, certain collateral issues and the definition of Requisite Lenders, consent of each New Facility Lender directly and adversely affected thereby shall also be required. |
| **Taxes:** | The New Credit Facilities will provide that all payments are to be made free and clear of any taxes (other than franchise taxes and taxes on overall net income), imposts, assessments, withholdings or other deductions whatsoever. New Facility Lenders will furnish to the Administrative Agent appropriate certificates or other evidence of exemption from U.S. federal tax withholding. |
| **Indemnity:** | The New Credit Facilities will provide customary and appropriate provisions relating to indemnity and related matters in a form reasonably satisfactory to the Arranger, the Administrative Agent and the New Facility Lenders. |
| **Governing Law and Jurisdiction:** | The New Credit Facilities will provide that the Borrower will submit to the exclusive jurisdiction and venue of the federal and state courts of the State of New York (except to the extent the Administrative Agent requires submission to any other jurisdiction in connection with the exercise of any rights under any security document or the enforcement of any judgment) and will waive any right to trial by jury. New York law will govern the New Credit Facilities Loan Documents, except with respect to certain security documents where applicable local law is necessary for enforceability or perfection. |
| **Counsel to the Arranger and Administrative Agent:** | McGuireWoods LLP. |

**SCHEDULE 1 TO ANNEX C-2**

**ACI WORLDWIDE, INC.**

**Summary of Conditions Precedent to the Closing and Initial Funding of the New Credit Facilities**

*This Summary of Conditions Precedent outlines certain of the conditions precedent to the New Term Credit Facilities referred to in the Commitment Letter, of which this Schedule 1 to Annex C-2 is a part. Except as expressly provided herein, capitalized terms used herein and not defined herein shall have the meanings assigned thereto in the Commitment Letter to which this Schedule 1 to Annex C-2 is attached, and if not defined in the Commitment Letter, the meaning assigned thereto in the Existing Credit Agreement.*

The closing and funding of the New Credit Facilities shall occur in accordance with the terms of Annex C-2 and subject to the following conditions:

1. Concurrent Transactions: As a condition to the funding of the New Credit Facilities (or in the case of a Funding Demand, the release of funds from the New Credit Facilities Escrow Account), the terms and conditions of the applicable Acquisition Documents (including, without limitation, the terms and conditions of the Tender Offer Documents) will be reasonably satisfactory to the Arranger (it being understood and agreed that the draft Acquisition Agreement and Shareholder Agreement provided to the Arranger by Jones Day at 6:31 p.m. (Eastern) on January 30, 2013 are deemed to be satisfactory) and the Specified Purchase Agreement Representations shall be true and correct. BidCo shall (a) substantially concurrently with the initial funding under the New Credit Facilities, purchase all of the Preferred Shares and (b) have accepted for payment, pursuant to the Tender Offer, Shares that, when aggregated with the Preferred Shares purchased by BidCo, represent at least a majority (calculated on a fully-diluted basis) of the then issued and outstanding shares of the Acquired Business and not less than a majority (calculated on a fully-diluted basis) of the voting power of the then issued and outstanding shares of the Acquired Business entitled to vote in the election of directors or in shareholder votes generally and the Tender Offer and the purchase of the Preferred Shares shall have been consummated concurrently with the funding of the New Term Facility, in accordance with applicable laws and the applicable Acquisition Documents (including, to the extent applicable, the Tender Offer Documents and the Shareholder Agreement) without amendment or waiver (except to the extent such waiver (including any consent or discretionary determination as to the satisfaction of any condition) is not materially adverse to the Arranger or the New Facility Lenders) or other modification of any of the terms or conditions thereof (including, without limitation, any change in (A) the offer price with respect to the Shares above $4.00 per Share and (B) the amount of the Acquisition Consideration (other than an increase in the amount of the Acquisition Consideration pursuant to the express terms of the Acquisition Documents that does not cause the aggregate Acquisition Consideration to exceed the Maximum Consideration)). The proceeds from the New Term Facility will be the sole and sufficient sources of funds to consummate the transactions contemplated to occur on the Tender Offer Closing Date, including to refinance certain existing indebtedness of the Acquired Business and to pay the Transaction Costs (and, after the application of proceeds from the New Term Facility, the Acquired Business shall not have any material indebtedness for borrowed money other than the indebtedness under the New Credit Facilities Loan Documents and other indebtedness of the Acquired Business permitted to remain outstanding upon the Acquired Business becoming a Subsidiary of the Borrower). The Arranger shall have received evidence (including customary payoff letters) reasonably satisfactory to the Arranger of the repayment in full of all indebtedness of the Acquired Business (other than indebtedness under the New Credit Facilities Loan Documents and other indebtedness of the

Acquired Business permitted to remain outstanding upon the Acquired Business becoming a Subsidiary of the Borrower), and termination or release of all liens or security interests relating thereto, in each case on terms reasonably satisfactory to the Arranger.

2. Financial Statements. The Arranger shall have received (i) audited financial statements of the Acquired Business for each of the three fiscal years ended at least 45 days prior to the New Closing Date; (ii) as soon as internal financial statements are available to the Acquired Business, unaudited financial statements for any interim period or periods of the Acquired Business ended after the date of the most recent audited financial statements and more than forty-five (45) days prior to the New Closing Date; (iii) customary pro forma financial statements, in each case meeting the requirements of Regulation S-X for Form S-1 registration statements or otherwise reasonably satisfactory to the Arranger and (iv) projections prepared by management of balance sheets, income statements and cashflow statements, in each case for the period through and including the maturity date of the New Credit Facilities (it being acknowledged and agreed that such projections were received by the Arranger on Sunday, January 27, 2013).

3. Performance of Obligations. All costs, fees, expenses (including, without limitation, legal fees and expenses) and other compensation contemplated by the Commitment Letter and the Fee Letter payable to Wells Fargo Bank, the Arranger, the Administrative Agent and/or the New Facility Lenders shall have been paid to the extent due and the Borrower shall have complied in all material respects with all of its other obligations under the Commitment Letter and the Fee Letter. All loans made by the New Facility Lenders to the Borrower or any of its affiliates on the New Closing Date shall be in full compliance with the Federal Reserve's Margin Regulations and the Borrower shall have delivered a duly completed Form U-1 pursuant to Regulation U of the Federal Reserve Board.

4. Customary Closing Documents. The Arranger shall be satisfied that the Borrower has complied with the following other closing conditions: (i) the delivery of legal opinions, corporate records and documents from public officials, lien searches and officer's certificates reasonably satisfactory to the Arranger; (ii) confirmation (including customary payoff letters) reasonably satisfactory to the Arranger of (A) repayment in full of all outstanding indebtedness of the Borrower under the Existing Credit Agreement, (B) termination of the Existing Credit Agreement and all commitments relating thereto, and (C) termination or release of all liens or security interests relating thereto, in each case on terms reasonably satisfactory to the Arranger (iii) evidence of authority; (iv) obtaining approval of the Board of Directors of the Acquired Business and material third party and governmental consents necessary in connection with the New Credit Facilities; (v) subject to the Limited Conditionality Provision, delivery of possessory collateral and financing statements sufficient when properly filed to perfect liens and pledges on the collateral securing the New Credit Facilities; (vi) evidence of insurance; and (vii) delivery of a solvency certificate from the chief financial officer of the Borrower and each Guarantor in form and substance, and with supporting documentation, reasonably satisfactory to the Arranger. The Arranger will have received at least 5 business days prior to the New Closing Date all documentation and other information required by bank regulatory authorities under applicable **"**know-your-customer**"** and anti-money laundering rules and regulations, including the Patriot Act.

5. Minimum Liquidity/Minimum Revolving Credit Facility Availability. After giving effect to all borrowings on the New Closing Date, the Liquidity Amount (which amount, for the avoidance of doubt, shall not include any amounts in the New Credit Facilities Escrow Account) shall be at least $50,000,000.

6. Marketing Period. The Arranger shall have been afforded a minimum amount of time as set forth in Section 3 of the Commitment Letter to syndicate the New Credit Facilities.

Notwithstanding the foregoing, the Borrower shall use commercially reasonable efforts to satisfy all of the conditions precedent set forth in this Schedule and the Commitment Letter in a timely manner, in the event that each of the conditions set forth above and in the Commitment Letter (other than the conditions related to the Tender Offer or the Acquisition) is satisfied (including, without limitation, clause 6 above), the New Credit Facilities shall close, it being understood and agreed that the New Term Facility (other than the portion thereof that will be used to refinance the Existing Credit Facility) will not be funded and released from the New Credit Facilities Escrow Account until the satisfaction of the remaining conditions precedent set forth above and the payment of the New Term Loan Unused Fees. At any time after the closing of the New Credit Facilities, the Borrower, may upon written notice to the Administrative Agent, request the funding of the New Term Facility into the New Credit Facilities Escrow Account, it being acknowledged and agreed that the release of the New Term Facility from the New Credit Facilities Escrow Account will not occur until the satisfaction or waiver of the conditions set forth in this Schedule and the Commitment Letter. In addition, if the Arranger delivers to the Borrower a Funding Demand, the New Term Facility will be funded into the New Credit Facilities Escrow Account to be released upon satisfaction of each of the conditions precedent set forth in this Schedule and the Commitment Letter and the payment of the New Term Loan Unused Fees.

**Exhibit 99.1**

**SHAREHOLDER AGREEMENT**

This Shareholder Agreement, dated January 30, 2013 (this "*Agreement*"), is by and among ACI Worldwide, Inc., a Delaware corporation ("*Parent*"), Ocelot Acquisition Corp., a Delaware corporation ("*Purchaser*"), and Special Value Opportunities Fund, LLC, a Delaware limited liability company (the "*Stockholder*"). Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Transaction Agreement (as defined below).

A. Stockholder is the record and beneficial owner of the number of shares of common stock ("*Common Shares*") of Online Resources Corporation, a Delaware corporation (the "*Company*"), and Series A-1 Convertible Preferred Stock of the Company (the "*Preferred Shares*", and all such Common Shares and Preferred Shares being hereinafter referred to as the "*Shares*"), as set forth on Annex A hereto;

B. Parent, Purchaser and the Company propose to enter into a Transaction Agreement, dated as of the date hereof (as amended from time to time, the "*Transaction Agreement*"), providing, among other things, for Purchaser to commence a tender offer for all of the issued and outstanding Common Shares (the "*Offer*") and that, upon the terms and subject to the conditions therein, Purchaser will merge with and into the Company (the "*Merger*"); and

C. As a condition to the willingness of Parent and Purchaser to enter into the Transaction Agreement, Parent and Purchaser have requested that the Stockholder agree, and in order to induce Parent and Purchaser to enter into the Transaction Agreement, the Stockholder has agreed, to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

## I. REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDER

The Stockholder represents and warrants to Parent and Purchaser as follows:

1.1 The Stockholder is the record and beneficial owner (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), which meaning will apply to all uses of the term "beneficial owner" (or any variation thereof) contained in this Agreement) of, and has good title to, the Shares set forth on Annex A, free and clear of any Liens (including any restriction on the right to vote, sell or otherwise dispose of the Shares), except any (a) Liens that as of the date hereof do not restrict or impair the ability of the Stockholder to consummate the transactions contemplated by this Agreement and that as of the Acceptance Date will not be Liens on the Shares or (b) Liens resulting from this Agreement.

1.2 The Shares constitute all of the securities (as defined in Section 3(10) of the Exchange Act, which definition will apply to all uses of the term "securities" contained in this Agreement) of the Company owned of record or beneficially, directly or indirectly, by the Stockholder (excluding any securities beneficially owned by any of the Stockholder's affiliates or associates (as such terms are defined in Rule 12b-2 under the

Exchange Act, which definitions will apply to all uses of the terms “affiliates” and “associates,” respectively, contained in this Agreement) as to which the Stockholder does not have voting or investment power).

1.3 Except for the Shares, the Stockholder does not, directly or indirectly, own beneficially or of record or have any option, warrant or other right to acquire any securities of the Company that are or may by their terms become entitled to vote or any securities that are convertible or exchangeable into or exercisable for any securities of the Company that are or may by their terms become entitled to vote, nor is the Stockholder subject to any contract, commitment, arrangement, understanding or relationship (whether or not legally enforceable), other than this Agreement, that obligates him to vote or acquire any securities of the Company. The Stockholder holds exclusive power to vote the Shares and has not granted a proxy or other right to any other Person to vote the Shares, subject to the limitations set forth in this Agreement.

1.4 The Stockholder has the requisite legal power and authority to execute, deliver and perform its obligations under this Agreement. The Stockholder has duly authorized, executed and delivered this Agreement. This Agreement is the Stockholder’s valid and legally binding obligation, enforceable against the Stockholder in accordance with its terms, except to the extent that its enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar law affecting the enforcement of creditors’ rights generally and by general equitable principles.

1.5 No consents or approvals of, or filings or registrations with, any Governmental Authority or with any third party are required to be made or obtained by the Stockholder in connection with the execution, delivery or performance by the Stockholder of this Agreement, except for filings with the SEC or stock exchange required disclosures as may be required in connection with this Agreement and the transactions contemplated hereby.

1.6 The execution, delivery and performance of this Agreement by the Stockholder does not and will not constitute a violation of any law, rule or regulation, any judgment, decree or order or any contract or other obligation to which the Stockholder or any of the Stockholder’s properties is subject or bound.

## II. REPRESENTATIONS AND WARRANTIES OF PARENT AND PURCHASER

Parent and Purchaser represent and warrant to the Stockholder as follows:

2.1 Each of Parent and Purchaser has the requisite legal power and authority to execute, deliver and perform its obligations under this Agreement. Each of Parent and Purchaser has duly authorized, executed and delivered this Agreement. This Agreement is each of Parent’s and Purchaser’s valid and legally binding obligation, enforceable against each of them in accordance with its terms, except to the extent that its enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar law affecting the enforcement of creditors’ rights generally and by general equitable principles.

2.2 No consents or approvals of, or filings or registrations with, any Governmental Authority or with any third party are required to be made or obtained by either Parent or Purchaser in connection with the execution, delivery or performance by Parent and Purchaser of this Agreement, except for filings with the SEC or stock exchange required disclosures as may be required in connection with this Agreement and the transactions contemplated hereby.

2.3 The execution, delivery and performance of this Agreement by Parent and Purchaser does not and will not constitute a violation of any law, rule or regulation, any judgment, decree or order or any contract or other obligation to which Parent or Purchaser or any of their properties is subject or bound.

## III. TRANSFER OF THE SHARES

3.1 Transfer of the Shares. During the term of this Agreement, except as otherwise provided herein, the Stockholder will not (a) tender into any tender or exchange offer or otherwise sell, transfer, pledge, assign or otherwise dispose of, or offer to do any of the foregoing or encumber with any Lien, any of the Shares, (b) acquire any Common Shares or other securities of the Company (otherwise than in connection with a transaction of the type described in Section 3.2), (c) deposit the Shares into a voting trust, enter into any other voting or support agreement or arrangement with respect to the Shares or grant any proxy or power of attorney with respect to the Shares, or (d) enter into any contract, option or other arrangement or undertaking with respect to the direct or indirect acquisition or sale, transfer, pledge, assignment or other disposition of any interest in or the voting of any Common Shares, Preferred Shares or any other securities of the Company.

3.2 Adjustments. (a) In the event (i) of any stock dividend, stock split, recapitalization, reclassification, combination or exchange of shares of capital stock or other securities of the Company on, of or affecting the Shares or the like or any other action that would have the effect of changing the Stockholder's ownership of Common Shares, Preferred Shares or other securities of the Company or (ii) the Stockholder becomes the beneficial owner of any additional Common Shares, Preferred Shares or other securities of the Company, then the terms of this Agreement will apply to the shares of capital stock held by the Stockholder immediately following the effectiveness of the events described in clause (i) or the Stockholder becoming the beneficial owner thereof as described in clause (ii) as though they were Shares hereunder.

(b) The Stockholder hereby agrees, while this Agreement is in effect, to promptly notify Parent of the number of any new Common Shares and Preferred Shares acquired by the Stockholder, if any, after the date hereof.

## IV. COVENANTS

4.1 Tender of Common Shares; Purchase of Preferred Shares. (a) The Stockholder will validly tender (or cause the record owner of such Common Shares to validly tender) and sell (and not withdraw) pursuant to and in accordance with the terms of the Offer not later than the fifteenth Business Day after commencement of the Offer all of the Stockholder's Shares that are Common Shares. In the event, notwithstanding the provisions of the first sentence of this Section 4.1(a), that any of such Common Shares are for any reason withdrawn from the Offer or are not purchased pursuant to the Offer, such Common Shares will remain subject to the terms of this Agreement. The Stockholder acknowledges that Purchaser's obligation to accept for payment and pay for the Common Shares in the Offer is subject to all the terms and conditions of the Offer.

(b) Purchase of Preferred Shares. Subject to the occurrence of the Acceptance Date, on the Payment Date, Purchaser will purchase the Stockholder's Shares that are Preferred Shares for a price per share in cash equal to the Series A-1 Preference Amount (as defined in the Certificate of Designations) calculated as of the day immediately preceding the Payment Date. For purposes of this Agreement, the "*Payment Date*" means the date on which Purchaser commences payment for Common Shares purchased in the Offer. Within five Business Days of the date of commencement of the Offer, the Stockholder will deliver to Purchaser certificates to be held in escrow that represent such Preferred Shares, duly endorsed for transfer or accompanied by a duly executed stock power, and a letter of transmittal substantially in the form used in the Offer (with such modifications as may be reasonably specified by Purchaser to effect the transfer to Purchaser of the Preferred Shares, and not Common Shares in the Offer). Such certificates and other documents will be held by Purchaser in escrow for the benefit of the Stockholder, provided, however, that, solely in the event that Purchaser accepts the Common Shares tendered pursuant to and in accordance with the terms and conditions of the Offer, such certificates for the Preferred Shares and other documents will, without further action, be deemed irrevocably delivered to Purchaser, Purchaser will have purchased the Preferred Shares and the Stockholder's sole right will be to receive the Series A-1 Preference Amount as herein provided, which amount Purchaser will pay on the Payment Date by bank wire transfer in New York Clearing House funds to the account of the Stockholder specified on the signature page hereto. In the event that this Agreement is terminated in accordance with its terms, Purchaser will promptly, and no later than two Business Days after such termination date, deliver to the Stockholder all certificates for the Preferred Shares and other documents that the Stockholder delivered to Purchaser pursuant to this Section 4.1(b). For the avoidance of doubt, Parent and Purchaser hereby acknowledge and agree that, except as provided in Section 4.2, any certificates for Preferred Shares and other documents delivered by the Stockholder to the Purchaser to be held in escrow pursuant to the terms and conditions of this Section 4.1(b) will not grant any investment, voting or other rights whatsoever in such Preferred Shares unless and until the Purchaser accepts the Common Shares tendered pursuant to and in accordance with the terms and conditions of the Offer.

4.2 Support. The Stockholder, by this Agreement, does hereby constitute and appoint Parent and Purchaser, or any nominee thereof, with full power of substitution, during and for the term of this Agreement, as its true and lawful attorney and proxy for and in its name, place and stead, to vote all the Shares that the Stockholder beneficially owns at the time of such vote, at any annual, special or adjourned meeting of the stockholders of the Company (and this appointment will include the right to sign his name (as Stockholder) to any consent, certificate or other document relating to the Company that the laws of the State of Delaware may require or permit) (a) in favor of adoption of the Transaction Agreement and approval of the Merger and the other transactions contemplated thereby and (b) against (x) any Acquisition Proposal and (y) any action or agreement that would result in a breach in any respect of any covenant, agreement, representation or warranty of the Company under the Transaction Agreement. This proxy and power of attorney is a proxy and power coupled with an interest, and the Stockholder declares that it is irrevocable during and for the term of this Agreement. The Stockholder hereby revokes all and any other proxies with respect to the Shares that he may have heretofore made or granted. For Shares as to which the Stockholder is the beneficial but not the record owner, the Stockholder will use his reasonable best efforts to cause the record owner of any such Shares to grant to Parent and Purchaser a proxy to the same effect as that contained herein.

4.3 Waiver of Appraisal Rights. The Stockholder hereby irrevocably waives, and agrees not to exercise or assert, on its own behalf or on behalf of any other holder of Shares, any rights of appraisal, any dissenters' rights or any similar rights relating to the Merger that Stockholder may have by virtue of, or with respect to, any Shares owned by the Stockholder.

4.4 Stockholder Capacity. The Stockholder enters into this Agreement solely in its capacity as the record and beneficial owner of the Shares. Nothing contained in this Agreement will limit the rights and obligations of the Stockholder, any affiliates, directors, officers or other representatives of the Stockholder in their capacity as a director or officer of the Company, and the agreements set forth herein will in no way restrict any director or officer of the Company in the exercise of his or her fiduciary duties as a director or officer of the Company.

## V. TERMINATION

This Agreement and all rights and obligations of the parties hereunder will terminate, and no party will have any rights or obligations hereunder and this Agreement will become null and void on, and have no further effect as of the date upon which the Transaction Agreement is validly terminated; provided that, in the event of termination, the provisions set forth in Section 6.1 and Article VII will survive termination of this Agreement. Nothing in this Article V will relieve any party from any liability for any breach of this Agreement prior to its termination.

## VI. COVENANTS OF THE PARTIES

6.1 Expenses. Except as may otherwise be specifically provided herein and without limitation of any rights that a party hereto may have with respect to expense reimbursement from any third party that is not a party hereto, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the party incurring such expenses, whether or not the Offer or the Merger is consummated.

6.2 Redemption. During the term of this Agreement, the Stockholder will not require the Company to redeem all, of any part of, the Preferred Shares pursuant to Article First, Section 8 of the Certificate of Designations.

6.3 Disclosure. The Stockholder hereby authorizes Parent, Purchaser and the Company to disclose in the Offer Documents and in the Company's Proxy Statement such information as Parent or the Company determines is required by law as relates to this Agreement. The Stockholder and its counsel will be given a reasonable opportunity to review and comment on such information in the Offer Documents and in the Company's Proxy Statement prior to their filing with the SEC and Parent and Purchaser will consider in good faith all reasonable additions, deletions or changes suggested thereto by the Stockholder and its counsel. Parent and Purchaser will (i) provide the Stockholder and its counsel with a copy of any written comments (or a description of any oral comments) received by Parent, Purchaser or their counsel from the SEC or its staff with respect to such information in the Offer Documents promptly after receipt of such comments, (ii) consult with the Stockholder (and give the Stockholder and its counsel reasonable opportunity to review) regarding any such comments prior to responding thereto, and Parent and Purchaser will consider in good faith all reasonable additions, deletions or changes suggested thereto by the Stockholder and its counsel, and (iii) provide the Stockholder and its counsel with copies of any written comments or responses thereto. Parent and Purchaser will endeavor in good faith to respond promptly to any comments of the SEC or its staff with respect to the Offer Documents.

6.4 No Solicitation. The Stockholder will comply with the provisions of Sections 5.8(a), (b) and (c) of the Transaction Agreement to the same extent as applicable to the Company. Notwithstanding the immediately preceding sentence, nothing in this Agreement will prohibit any partner, member, director, officer, employee, trustee or affiliates of the Stockholder who is or becomes during the term of this Agreement an officer or director of the Company from taking, or refraining from taking, any action that such officer or director, as applicable, that is permitted by Section 5.8 of the Transaction Agreement or is otherwise permitted by the terms and conditions of the Transaction Agreement or that such person determines in good faith after consultation with outside legal counsel would, if not so taken or omitted to be taken, be reasonably likely to be inconsistent with such officer's or director's fiduciary duties under applicable law. If, prior to the termination of this Agreement, the Stockholder receives a proposal with respect to the sale of the Shares in connection with an Acquisition Proposal, then the Stockholder will promptly inform Parent of the identity of the person making, and the material terms of, such proposal in the manner set forth in Section 5.8 of the Transaction Agreement.

6.5 Further Assurances. Each party hereto will execute and deliver all such further documents and instruments and take all such further action as may be necessary in order to consummate the transactions contemplated hereby.

6.6 Press Releases. The Stockholder will not issue any press release or other public disclosure with respect to this Agreement without the prior written consent of Parent, but may make disclosure required by applicable law if the Stockholder gives Parent and its counsel a reasonable opportunity to review and comment on such disclosure and considers such comments in good faith. Parent and Purchaser will not issue any press release or other written public disclosure with respect to this Agreement without the prior written consent of the Stockholder, which consent will not be unreasonably withheld, conditioned or delayed, but may make such written disclosure if Parent and Purchaser believe in good faith it to be accurate and complete in all material respects; provided that, if practicable under the circumstances, Parent and Purchaser will give the Stockholder and its counsel a reasonable opportunity to review and comment on any such written disclosure and consider such comments in good faith.

## VII. MISCELLANEOUS.

7.1 Survival. All representations, warranties, agreements and covenants contained herein will survive the consummation of the Offer or the Merger.

7.2 Waiver; Amendment. Any provision of this Agreement may be (a) waived by the party benefited by the provision, but only in writing, or (b) amended or modified at any time, but only by a written agreement executed in the same manner as this Agreement, except to the extent that any such amendment would violate applicable law.

7.3 Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements among the parties hereto with respect to such matters.

7.4 Governing Law; Jurisdiction. This Agreement and all disputes between the parties under or relating to this Agreement or the facts and circumstances leading to its execution and delivery, whether in contract, tort or otherwise, will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to conflict of laws principles that would result in the application of the law of any other State. The Delaware Court of Chancery (and if the Delaware Court of Chancery will be unavailable, any Delaware state court and the Federal court of the United States of America sitting in the State of Delaware) will have exclusive jurisdiction over any and all disputes among the parties hereto, whether at law or in equity, based upon, arising out of or relating to this Agreement or the facts and circumstances leading to its execution and delivery, whether in contract, tort or otherwise. Each of the parties irrevocably consents to and agrees to submit to the exclusive jurisdiction of such courts, agrees that process may be served upon them in any manner authorized by the laws of

the State of Delaware, and hereby waives, and agrees not to assert in any such dispute, to the fullest extent permitted by applicable law, any claim that (a) such party is not personally subject to the jurisdiction of such courts, (b) such party and such party's property is immune from any legal process issued by such courts or (c) any litigation commenced in such courts is brought in an inconvenient forum.

7.5 WAIVER OF JURY TRIAL. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.5.

7.6 Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with its specific terms or were otherwise breached. Each party agrees that, in the event of any breach or threatened breach by any other party of any covenant or obligation contained in this Agreement, the non-breaching party will be entitled (in addition to any other remedy that may be available to it whether in law or equity, including monetary damages) to seek (a) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation and (b) an injunction restraining such breach or threatened breach. Each party further agrees that no other party or any other Person will be required to obtain, furnish or post any bond or other form of security in connection with or as a condition to obtaining any remedy referred to in this Section 7.6, and each party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or other form of security.

7.7 Headings. The table of contents and Section headings contained in this Agreement are for reference purposes only and do not limit or otherwise affect any of the substance of this Agreement.

7.8 Notices. All notices, requests and other communications given or made under this Agreement must be in writing and will be deemed given when personally delivered or transmitted by facsimile (with confirmation of successful transmission) to the persons, addresses and/or facsimile numbers set forth below or such other place as such party may specify by notice given in accordance with this Section 7.8.

If to the Stockholder:

c/o Tennenbaum Capital Partners LLC
2951 28th Street, Suite 1000
Santa Monica, CA 90405
Attention: Michael Leitner, Managing Partner
Facsimile: (310) 899-4950

With a copy to:

Milbank, Tweed, Hadley & McCloy LLP
601 S. Figueroa, 30th Floor
Los Angeles, CA 90017
Attention: Melainie K. Mansfield
Facsimile: (213) 892-4711

If to Parent or Purchaser, to:

ACI Worldwide, Inc.
3520 Kraft Road, Suite 300
Naples, Florida 34105
Attention: General Counsel
Facsimile: (402) 778-2567

With a copy to:

Jones Day
222 East 41st Street
New York, New York 10017
Attention: Robert A. Profusek
Facsimile: (212) 755-7306

7.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to constitute an original, and transmission of a duly executed counterpart hereof by electronic means will be deemed to constitute delivery of an executed original manual counterpart hereof.

7.10 Assignment. No party may assign either this Agreement or any of its rights or interests, or delegate any of its duties, hereunder, in whole or in part, without the prior written consent of the other parties. Any attempt to make any such assignment without such consent will be null and void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of and be enforceable by, the parties and their respective successors and permitted assigns.

7.11 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions, or the application of such

provision to Persons or circumstances other than those as to which it has been held invalid, void or unenforceable, will remain in full force and effect and will in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon any such determination, the parties will negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the parties.

7.12 Cumulative Rights. All rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity will be cumulative and not alternative, and the exercise of any thereof by any party will not preclude the simultaneous or later exercise of any other such right, power or remedy by such party.

7.13 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties and does not confer on third parties any remedy, claim, reimbursement, claim of action or other right in addition to those existing without reference to this Agreement.

7.14 No Recourse. In the event the Acceptance Date does not occur for any reason whatsoever, the Stockholder will have no recourse against Parent, Purchaser or any past, present or future director, officer, employee, incorporator, member, partner, stockholder, agent, attorney or representative of Parent or the Purchaser under this Agreement (collectively, the "*Parent Persons*") (it being understood and agreed that the liability of the Parent Persons, if any, will be solely to the Company and determined solely in accordance with the Transaction Agreement).

**[Signatures on following two pages]**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

**ACI WORLDWIDE, INC.**

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

**OCELOT ACQUISITION CORP.**

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

**SPECIAL VALUE OPPORTUNITIES FUND, LLC**

By: Tennenbaum Capital Partners, LLC
Its: Investment Manager

By: /s/ Michael Leitner
Name: Michael Leitner
Title: Managing Partner

**ANNEX A**

| NUMBER OF COMMON SHARES | NUMBER OF PREFERRED SHARES |
|---|---|
| 1,302,445 | 52,744.80712 |

**Exhibit 99.2**

**SHAREHOLDER AGREEMENT**

This Shareholder Agreement, dated January 30, 2013 (this "*Agreement*"), is by and among ACI Worldwide, Inc., a Delaware corporation ("*Parent*"), Ocelot Acquisition Corp., a Delaware corporation ("*Purchaser*"), and Special Value Expansion Fund, LLC, a Delaware limited liability company (the "*Stockholder*"). Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Transaction Agreement (as defined below).

A. Stockholder is the record and beneficial owner of the number of shares of common stock ("*Common Shares*") of Online Resources Corporation, a Delaware corporation (the "*Company*"), and Series A-1 Convertible Preferred Stock of the Company (the "*Preferred Shares*", and all such Common Shares and Preferred Shares being hereinafter referred to as the "*Shares*"), as set forth on Annex A hereto;

B. Parent, Purchaser and the Company propose to enter into a Transaction Agreement, dated as of the date hereof (as amended from time to time, the "*Transaction Agreement*"), providing, among other things, for Purchaser to commence a tender offer for all of the issued and outstanding Common Shares (the "*Offer*") and that, upon the terms and subject to the conditions therein, Purchaser will merge with and into the Company (the "*Merger*"); and

C. As a condition to the willingness of Parent and Purchaser to enter into the Transaction Agreement, Parent and Purchaser have requested that the Stockholder agree, and in order to induce Parent and Purchaser to enter into the Transaction Agreement, the Stockholder has agreed, to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

## I. REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDER

The Stockholder represents and warrants to Parent and Purchaser as follows:

1.1 The Stockholder is the record and beneficial owner (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), which meaning will apply to all uses of the term "beneficial owner" (or any variation thereof) contained in this Agreement) of, and has good title to, the Shares set forth on Annex A, free and clear of any Liens (including any restriction on the right to vote, sell or otherwise dispose of the Shares), except any (a) Liens that as of the date hereof do not restrict or impair the ability of the Stockholder to consummate the transactions contemplated by this Agreement and that as of the Acceptance Date will not be Liens on the Shares or (b) Liens resulting from this Agreement.

1.2 The Shares constitute all of the securities (as defined in Section 3(10) of the Exchange Act, which definition will apply to all uses of the term "securities" contained in this Agreement) of the Company owned of record or beneficially, directly or indirectly, by the Stockholder (excluding any securities beneficially owned by any of the Stockholder's affiliates or associates (as such terms are defined in Rule 12b-2 under the

Exchange Act, which definitions will apply to all uses of the terms “affiliates” and “associates,” respectively, contained in this Agreement) as to which the Stockholder does not have voting or investment power).

1.3 Except for the Shares, the Stockholder does not, directly or indirectly, own beneficially or of record or have any option, warrant or other right to acquire any securities of the Company that are or may by their terms become entitled to vote or any securities that are convertible or exchangeable into or exercisable for any securities of the Company that are or may by their terms become entitled to vote, nor is the Stockholder subject to any contract, commitment, arrangement, understanding or relationship (whether or not legally enforceable), other than this Agreement, that obligates him to vote or acquire any securities of the Company. The Stockholder holds exclusive power to vote the Shares and has not granted a proxy or other right to any other Person to vote the Shares, subject to the limitations set forth in this Agreement.

1.4 The Stockholder has the requisite legal power and authority to execute, deliver and perform its obligations under this Agreement. The Stockholder has duly authorized, executed and delivered this Agreement. This Agreement is the Stockholder’s valid and legally binding obligation, enforceable against the Stockholder in accordance with its terms, except to the extent that its enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar law affecting the enforcement of creditors’ rights generally and by general equitable principles.

1.5 No consents or approvals of, or filings or registrations with, any Governmental Authority or with any third party are required to be made or obtained by the Stockholder in connection with the execution, delivery or performance by the Stockholder of this Agreement, except for filings with the SEC or stock exchange required disclosures as may be required in connection with this Agreement and the transactions contemplated hereby.

1.6 The execution, delivery and performance of this Agreement by the Stockholder does not and will not constitute a violation of any law, rule or regulation, any judgment, decree or order or any contract or other obligation to which the Stockholder or any of the Stockholder’s properties is subject or bound.

## II. REPRESENTATIONS AND WARRANTIES OF PARENT AND PURCHASER

Parent and Purchaser represent and warrant to the Stockholder as follows:

2.1 Each of Parent and Purchaser has the requisite legal power and authority to execute, deliver and perform its obligations under this Agreement. Each of Parent and Purchaser has duly authorized, executed and delivered this Agreement. This Agreement is each of Parent’s and Purchaser’s valid and legally binding obligation, enforceable against each of them in accordance with its terms, except to the extent that its enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar law affecting the enforcement of creditors’ rights generally and by general equitable principles.

2.2 No consents or approvals of, or filings or registrations with, any Governmental Authority or with any third party are required to be made or obtained by either Parent or Purchaser in connection with the execution, delivery or performance by Parent and Purchaser of this Agreement, except for filings with the SEC or stock exchange required disclosures as may be required in connection with this Agreement and the transactions contemplated hereby.

2.3 The execution, delivery and performance of this Agreement by Parent and Purchaser does not and will not constitute a violation of any law, rule or regulation, any judgment, decree or order or any contract or other obligation to which Parent or Purchaser or any of their properties is subject or bound.

## III. TRANSFER OF THE SHARES

3.1 Transfer of the Shares. During the term of this Agreement, except as otherwise provided herein, the Stockholder will not (a) tender into any tender or exchange offer or otherwise sell, transfer, pledge, assign or otherwise dispose of, or offer to do any of the foregoing or encumber with any Lien, any of the Shares, (b) acquire any Common Shares or other securities of the Company (otherwise than in connection with a transaction of the type described in Section 3.2), (c) deposit the Shares into a voting trust, enter into any other voting or support agreement or arrangement with respect to the Shares or grant any proxy or power of attorney with respect to the Shares, or (d) enter into any contract, option or other arrangement or undertaking with respect to the direct or indirect acquisition or sale, transfer, pledge, assignment or other disposition of any interest in or the voting of any Common Shares, Preferred Shares or any other securities of the Company.

3.2 Adjustments. (a) In the event (i) of any stock dividend, stock split, recapitalization, reclassification, combination or exchange of shares of capital stock or other securities of the Company on, of or affecting the Shares or the like or any other action that would have the effect of changing the Stockholder's ownership of Common Shares, Preferred Shares or other securities of the Company or (ii) the Stockholder becomes the beneficial owner of any additional Common Shares, Preferred Shares or other securities of the Company, then the terms of this Agreement will apply to the shares of capital stock held by the Stockholder immediately following the effectiveness of the events described in clause (i) or the Stockholder becoming the beneficial owner thereof as described in clause (ii) as though they were Shares hereunder.

(b) The Stockholder hereby agrees, while this Agreement is in effect, to promptly notify Parent of the number of any new Common Shares and Preferred Shares acquired by the Stockholder, if any, after the date hereof.

## IV. COVENANTS

4.1 Tender of Common Shares; Purchase of Preferred Shares. (a) The Stockholder will validly tender (or cause the record owner of such Common Shares to validly tender) and sell (and not withdraw) pursuant to and in accordance with the terms of the Offer not later than the fifteenth Business Day after commencement of the Offer all of the Stockholder's Shares that are Common Shares. In the event, notwithstanding the provisions of the first sentence of this Section 4.1(a), that any of such Common Shares are for any reason withdrawn from the Offer or are not purchased pursuant to the Offer, such Common Shares will remain subject to the terms of this Agreement. The Stockholder acknowledges that Purchaser's obligation to accept for payment and pay for the Common Shares in the Offer is subject to all the terms and conditions of the Offer.

(b) Purchase of Preferred Shares. Subject to the occurrence of the Acceptance Date, on the Payment Date, Purchaser will purchase the Stockholder's Shares that are Preferred Shares for a price per share in cash equal to the Series A-1 Preference Amount (as defined in the Certificate of Designations) calculated as of the day immediately preceding the Payment Date. For purposes of this Agreement, the "*Payment Date*" means the date on which Purchaser commences payment for Common Shares purchased in the Offer. Within five Business Days of the date of commencement of the Offer, the Stockholder will deliver to Purchaser certificates to be held in escrow that represent such Preferred Shares, duly endorsed for transfer or accompanied by a duly executed stock power, and a letter of transmittal substantially in the form used in the Offer (with such modifications as may be reasonably specified by Purchaser to effect the transfer to Purchaser of the Preferred Shares, and not Common Shares in the Offer). Such certificates and other documents will be held by Purchaser in escrow for the benefit of the Stockholder, provided, however, that, solely in the event that Purchaser accepts the Common Shares tendered pursuant to and in accordance with the terms and conditions of the Offer, such certificates for the Preferred Shares and other documents will, without further action, be deemed irrevocably delivered to Purchaser, Purchaser will have purchased the Preferred Shares and the Stockholder's sole right will be to receive the Series A-1 Preference Amount as herein provided, which amount Purchaser will pay on the Payment Date by bank wire transfer in New York Clearing House funds to the account of the Stockholder specified on the signature page hereto. In the event that this Agreement is terminated in accordance with its terms, Purchaser will promptly, and no later than two Business Days after such termination date, deliver to the Stockholder all certificates for the Preferred Shares and other documents that the Stockholder delivered to Purchaser pursuant to this Section 4.1(b). For the avoidance of doubt, Parent and Purchaser hereby acknowledge and agree that, except as provided in Section 4.2, any certificates for Preferred Shares and other documents delivered by the Stockholder to the Purchaser to be held in escrow pursuant to the terms and conditions of this Section 4.1(b) will not grant any investment, voting or other rights whatsoever in such Preferred Shares unless and until the Purchaser accepts the Common Shares tendered pursuant to and in accordance with the terms and conditions of the Offer.

4.2 Support. The Stockholder, by this Agreement, does hereby constitute and appoint Parent and Purchaser, or any nominee thereof, with full power of substitution, during and for the term of this Agreement, as its true and lawful attorney and proxy for and in its name, place and stead, to vote all the Shares that the Stockholder beneficially owns at the time of such vote, at any annual, special or adjourned meeting of the stockholders of the Company (and this appointment will include the right to sign his name (as Stockholder) to any consent, certificate or other document relating to the Company that the laws of the State of Delaware may require or permit) (a) in favor of adoption of the Transaction Agreement and approval of the Merger and the other transactions contemplated thereby and (b) against (x) any Acquisition Proposal and (y) any action or agreement that would result in a breach in any respect of any covenant, agreement, representation or warranty of the Company under the Transaction Agreement. This proxy and power of attorney is a proxy and power coupled with an interest, and the Stockholder declares that it is irrevocable during and for the term of this Agreement. The Stockholder hereby revokes all and any other proxies with respect to the Shares that he may have heretofore made or granted. For Shares as to which the Stockholder is the beneficial but not the record owner, the Stockholder will use his reasonable best efforts to cause the record owner of any such Shares to grant to Parent and Purchaser a proxy to the same effect as that contained herein.

4.3 Waiver of Appraisal Rights. The Stockholder hereby irrevocably waives, and agrees not to exercise or assert, on its own behalf or on behalf of any other holder of Shares, any rights of appraisal, any dissenters' rights or any similar rights relating to the Merger that Stockholder may have by virtue of, or with respect to, any Shares owned by the Stockholder.

4.4 Stockholder Capacity. The Stockholder enters into this Agreement solely in its capacity as the record and beneficial owner of the Shares. Nothing contained in this Agreement will limit the rights and obligations of the Stockholder, any affiliates, directors, officers or other representatives of the Stockholder in their capacity as a director or officer of the Company, and the agreements set forth herein will in no way restrict any director or officer of the Company in the exercise of his or her fiduciary duties as a director or officer of the Company.

## V. TERMINATION

This Agreement and all rights and obligations of the parties hereunder will terminate, and no party will have any rights or obligations hereunder and this Agreement will become null and void on, and have no further effect as of the date upon which the Transaction Agreement is validly terminated; provided that, in the event of termination, the provisions set forth in Section 6.1 and Article VII will survive termination of this Agreement. Nothing in this Article V will relieve any party from any liability for any breach of this Agreement prior to its termination.

## VI. COVENANTS OF THE PARTIES

6.1 Expenses. Except as may otherwise be specifically provided herein and without limitation of any rights that a party hereto may have with respect to expense reimbursement from any third party that is not a party hereto, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the party incurring such expenses, whether or not the Offer or the Merger is consummated.

6.2 Redemption. During the term of this Agreement, the Stockholder will not require the Company to redeem all, of any part of, the Preferred Shares pursuant to Article First, Section 8 of the Certificate of Designations.

6.3 Disclosure. The Stockholder hereby authorizes Parent, Purchaser and the Company to disclose in the Offer Documents and in the Company's Proxy Statement such information as Parent or the Company determines is required by law as relates to this Agreement. The Stockholder and its counsel will be given a reasonable opportunity to review and comment on such information in the Offer Documents and in the Company's Proxy Statement prior to their filing with the SEC and Parent and Purchaser will consider in good faith all reasonable additions, deletions or changes suggested thereto by the Stockholder and its counsel. Parent and Purchaser will (i) provide the Stockholder and its counsel with a copy of any written comments (or a description of any oral comments) received by Parent, Purchaser or their counsel from the SEC or its staff with respect to such information in the Offer Documents promptly after receipt of such comments, (ii) consult with the Stockholder (and give the Stockholder and its counsel reasonable opportunity to review) regarding any such comments prior to responding thereto, and Parent and Purchaser will consider in good faith all reasonable additions, deletions or changes suggested thereto by the Stockholder and its counsel, and (iii) provide the Stockholder and its counsel with copies of any written comments or responses thereto. Parent and Purchaser will endeavor in good faith to respond promptly to any comments of the SEC or its staff with respect to the Offer Documents.

6.4 No Solicitation. The Stockholder will comply with the provisions of Sections 5.8(a), (b) and (c) of the Transaction Agreement to the same extent as applicable to the Company. Notwithstanding the immediately preceding sentence, nothing in this Agreement will prohibit any partner, member, director, officer, employee, trustee or affiliates of the Stockholder who is or becomes during the term of this Agreement an officer or director of the Company from taking, or refraining from taking, any action that such officer or director, as applicable, that is permitted by Section 5.8 of the Transaction Agreement or is otherwise permitted by the terms and conditions of the Transaction Agreement or that such person determines in good faith after consultation with outside legal counsel would, if not so taken or omitted to be taken, be reasonably likely to be inconsistent with such officer's or director's fiduciary duties under applicable law. If, prior to the termination of this Agreement, the Stockholder receives a proposal with respect to the sale of the Shares in connection with an Acquisition Proposal, then the Stockholder will promptly inform Parent of the identity of the person making, and the material terms of, such proposal in the manner set forth in Section 5.8 of the Transaction Agreement.

6.5 Further Assurances. Each party hereto will execute and deliver all such further documents and instruments and take all such further action as may be necessary in order to consummate the transactions contemplated hereby.

6.6 Press Releases. The Stockholder will not issue any press release or other public disclosure with respect to this Agreement without the prior written consent of Parent, but may make disclosure required by applicable law if the Stockholder gives Parent and its counsel a reasonable opportunity to review and comment on such disclosure and considers such comments in good faith. Parent and Purchaser will not issue any press release or other written public disclosure with respect to this Agreement without the prior written consent of the Stockholder, which consent will not be unreasonably withheld, conditioned or delayed, but may make such written disclosure if Parent and Purchaser believe in good faith it to be accurate and complete in all material respects; provided that, if practicable under the circumstances, Parent and Purchaser will give the Stockholder and its counsel a reasonable opportunity to review and comment on any such written disclosure and consider such comments in good faith.

## VII. MISCELLANEOUS.

7.1 Survival. All representations, warranties, agreements and covenants contained herein will survive the consummation of the Offer or the Merger.

7.2 Waiver; Amendment. Any provision of this Agreement may be (a) waived by the party benefited by the provision, but only in writing, or (b) amended or modified at any time, but only by a written agreement executed in the same manner as this Agreement, except to the extent that any such amendment would violate applicable law.

7.3 Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements among the parties hereto with respect to such matters.

7.4 Governing Law; Jurisdiction. This Agreement and all disputes between the parties under or relating to this Agreement or the facts and circumstances leading to its execution and delivery, whether in contract, tort or otherwise, will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to conflict of laws principles that would result in the application of the law of any other State. The Delaware Court of Chancery (and if the Delaware Court of Chancery will be unavailable, any Delaware state court and the Federal court of the United States of America sitting in the State of Delaware) will have exclusive jurisdiction over any and all disputes among the parties hereto, whether at law or in equity, based upon, arising out of or relating to this Agreement or the facts and circumstances leading to its execution and delivery, whether in contract, tort or otherwise. Each of the parties irrevocably consents to and agrees to submit to the exclusive jurisdiction of such courts, agrees that process may be served upon them in any manner authorized by the laws of

the State of Delaware, and hereby waives, and agrees not to assert in any such dispute, to the fullest extent permitted by applicable law, any claim that (a) such party is not personally subject to the jurisdiction of such courts, (b) such party and such party's property is immune from any legal process issued by such courts or (c) any litigation commenced in such courts is brought in an inconvenient forum.

7.5 WAIVER OF JURY TRIAL. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.5.

7.6 Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with its specific terms or were otherwise breached. Each party agrees that, in the event of any breach or threatened breach by any other party of any covenant or obligation contained in this Agreement, the non-breaching party will be entitled (in addition to any other remedy that may be available to it whether in law or equity, including monetary damages) to seek (a) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation and (b) an injunction restraining such breach or threatened breach. Each party further agrees that no other party or any other Person will be required to obtain, furnish or post any bond or other form of security in connection with or as a condition to obtaining any remedy referred to in this Section 7.6, and each party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or other form of security.

7.7 Headings. The table of contents and Section headings contained in this Agreement are for reference purposes only and do not limit or otherwise affect any of the substance of this Agreement.

7.8 Notices. All notices, requests and other communications given or made under this Agreement must be in writing and will be deemed given when personally delivered or transmitted by facsimile (with confirmation of successful transmission) to the persons, addresses and/or facsimile numbers set forth below or such other place as such party may specify by notice given in accordance with this Section 7.8.

If to the Stockholder:

c/o Tennenbaum Capital Partners LLC
2951 28th Street, Suite 1000
Santa Monica, CA 90405
Attention: Michael Leitner, Managing Partner
Facsimile: (310) 899-4950

With a copy to:

Milbank, Tweed, Hadley & McCloy LLP
601 S. Figueroa, 30th Floor
Los Angeles, CA 90017
Attention: Melainie K. Mansfield
Facsimile: (213) 892-4711

If to Parent or Purchaser, to:

ACI Worldwide, Inc.
3520 Kraft Road, Suite 300
Naples, Florida 34105
Attention: General Counsel
Facsimile: (402) 778-2567

With a copy to:

Jones Day
222 East 41st Street
New York, New York 10017
Attention: Robert A. Profusek
Facsimile: (212) 755-7306

7.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to constitute an original, and transmission of a duly executed counterpart hereof by electronic means will be deemed to constitute delivery of an executed original manual counterpart hereof.

7.10 Assignment. No party may assign either this Agreement or any of its rights or interests, or delegate any of its duties, hereunder, in whole or in part, without the prior written consent of the other parties. Any attempt to make any such assignment without such consent will be null and void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of and be enforceable by, the parties and their respective successors and permitted assigns.

7.11 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions, or the application of such

provision to Persons or circumstances other than those as to which it has been held invalid, void or unenforceable, will remain in full force and effect and will in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon any such determination, the parties will negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the parties.

7.12 Cumulative Rights. All rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity will be cumulative and not alternative, and the exercise of any thereof by any party will not preclude the simultaneous or later exercise of any other such right, power or remedy by such party.

7.13 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties and does not confer on third parties any remedy, claim, reimbursement, claim of action or other right in addition to those existing without reference to this Agreement.

7.14 No Recourse. In the event the Acceptance Date does not occur for any reason whatsoever, the Stockholder will have no recourse against Parent, Purchaser or any past, present or future director, officer, employee, incorporator, member, partner, stockholder, agent, attorney or representative of Parent or the Purchaser under this Agreement (collectively, the "*Parent Persons*") (it being understood and agreed that the liability of the Parent Persons, if any, will be solely to the Company and determined solely in accordance with the Transaction Agreement).

**[Signatures on following two pages]**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

**ACI WORLDWIDE, INC.**

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

**OCELOT ACQUISITION CORP.**

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

**SPECIAL VALUE EXPANSION FUND, LLC**

By: Tennenbaum Capital Partners, LLC
Its: Investment Manager

By: /s/ Michael Leitner
Name: Michael Leitner
Title: Managing Partner

**ANNEX A**

| NUMBER OF COMMON SHARES | NUMBER OF PREFERRED SHARES |
|---|---|
| 549,555 | 22,255.19288 |

# SHAREHOLDER AGREEMENT

This Shareholder Agreement, dated January 30, 2013 (this "*Agreement*"), is by and among ACI Worldwide, Inc., a Delaware corporation ("*Parent*"), Ocelot Acquisition Corp., a Delaware corporation ("*Purchaser*"), and Joseph Cowan (the "*Stockholder*"). Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Transaction Agreement (as defined below).

A. Stockholder is the record and beneficial owner of the number of shares of common stock ("*Common Shares*") of Online Resources Corporation, a Delaware corporation (the "*Company*"), including any restricted shares of common stock of the Company (collectively, the "*Shares*"), and holds restricted stock units ("*RSUs*") and options (the "*Options*") to acquire the number of shares of common stock of the Company, in each case as set forth on Annex A hereto;

B. Parent, Purchaser and the Company propose to enter into a Transaction Agreement, dated as of the date hereof (as amended from time to time, the "*Transaction Agreement*"), providing, among other things, for Purchaser to commence a tender offer for all of the issued and outstanding Shares (the "*Offer*") and that, upon the terms and subject to the conditions therein, Purchaser will merge with and into the Company (the "*Merger*"); and

C. As a condition to the willingness of Parent and Purchaser to enter into the Transaction Agreement, Parent and Purchaser have requested that the Stockholder agree, and in order to induce Parent and Purchaser to enter into the Transaction Agreement, the Stockholder has agreed, to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

## I. REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDER

The Stockholder represents and warrants to Parent and Purchaser as follows:

1.1 The Stockholder is the record and beneficial owner (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), which meaning will apply to all uses of the term "beneficial owner" (or any variation thereof) contained in this Agreement) of, and has good title to, the Shares, the Options and the RSUs set forth on Annex A, free and clear of any Liens (including any restriction on the right to vote, sell or otherwise dispose of the Shares), except any (a) Liens that as of the date hereof do not restrict or impair the ability of the Stockholder to consummate the transactions contemplated by this Agreement and that as of the Acceptance Date will not be Liens on the Shares or (b) Liens resulting from this Agreement.

1.2 Other than the Options and the RSUs, the Shares constitute all of the securities (as defined in Section 3(10) of the Exchange Act, which definition will apply to all uses of the term "securities" contained in this Agreement) of the Company owned of record or beneficially, directly or indirectly, by the Stockholder (excluding any securities

beneficially owned by any of the Stockholder's affiliates or associates (as such terms are defined in Rule 12b-2 under the Exchange Act, which definitions will apply to all uses of the terms "affiliates" and "associates," respectively, contained in this Agreement) as to which the Stockholder does not have voting or investment power).

1.3 Except for the Shares, the Options and the RSUs, the Stockholder does not, directly or indirectly, own beneficially or of record or have any option, warrant or other right to acquire any securities of the Company that are or may by their terms become entitled to vote or any securities that are convertible or exchangeable into or exercisable for any securities of the Company that are or may by their terms become entitled to vote, nor is the Stockholder subject to any contract, commitment, arrangement, understanding or relationship (whether or not legally enforceable), other than this Agreement, that obligates him to vote or acquire any securities of the Company. The Stockholder holds exclusive power to vote the Shares and has not granted a proxy or other right to any other Person to vote the Shares, subject to the limitations set forth in this Agreement.

1.4 The Stockholder has the requisite legal power and authority to execute, deliver and perform its obligations under this Agreement. The Stockholder has duly authorized, executed and delivered this Agreement. This Agreement is the Stockholder's valid and legally binding obligation, enforceable against the Stockholder in accordance with its terms, except to the extent that its enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar law affecting the enforcement of creditors' rights generally and by general equitable principles.

1.5 No consents or approvals of, or filings or registrations with, any Governmental Authority or with any third party are required to be made or obtained by the Stockholder in connection with the execution, delivery or performance by the Stockholder of this Agreement, except for filings with the SEC or stock exchange required disclosures as may be required in connection with this Agreement and the transactions contemplated hereby.

1.6 The execution, delivery and performance of this Agreement by the Stockholder does not and will not constitute a violation of any law, rule or regulation, any judgment, decree or order or any contract or other obligation to which the Stockholder or any of the Stockholder's properties is subject or bound.

## II. REPRESENTATIONS AND WARRANTIES OF PARENT AND PURCHASER

Parent and Purchaser represent and warrant to the Stockholder as follows:

2.1 Each of Parent and Purchaser has the requisite legal power and authority to execute, deliver and perform its obligations under this Agreement. Each of Parent and Purchaser has duly authorized, executed and delivered this Agreement. This Agreement is each of Parent's and Purchaser's valid and legally binding obligation, enforceable against each of them in accordance with its terms, except to the extent that

its enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar law affecting the enforcement of creditors' rights generally and by general equitable principles.

2.2 No consents or approvals of, or filings or registrations with, any Governmental Authority or with any third party are required to be made or obtained by either Parent or Purchaser in connection with the execution, delivery or performance by Parent and Purchaser of this Agreement, except for filings with the SEC or stock exchange required disclosures as may be required in connection with this Agreement and the transactions contemplated hereby.

2.3 The execution, delivery and performance of this Agreement by Parent and Purchaser does not and will not constitute a violation of any law, rule or regulation, any judgment, decree or order or any contract or other obligation to which Parent or Purchaser or any of their properties is subject or bound.

## III. TRANSFER OF THE SHARES

3.1 Transfer of the Shares. During the term of this Agreement, except as otherwise provided herein, the Stockholder will not (a) tender into any tender or exchange offer or otherwise sell, transfer, pledge, assign or otherwise dispose of, or offer to do any of the foregoing or encumber with any Lien, any of the Shares, (b) acquire any Shares or other securities of the Company (otherwise than in connection with a transaction of the type described in Section 3.2 or by exercising any of the Options or through the vesting of any of the RSUs), (c) deposit the Shares into a voting trust, enter into any other voting, shareholder or support agreement or arrangement with respect to the Shares or grant any proxy or power of attorney with respect to the Shares, or (d) enter into any contract, option or other arrangement or undertaking with respect to the direct or indirect acquisition or sale, transfer, pledge, assignment or other disposition of any interest in or the voting of any Shares or any other securities of the Company.

3.2 Adjustments. (a) In the event (i) of any stock dividend, stock split, recapitalization, reclassification, combination or exchange of shares of capital stock or other securities of the Company on, of or affecting the Shares or the like or any other action that would have the effect of changing the Stockholder's ownership of Shares or other securities of the Company or (ii) the Stockholder becomes the beneficial owner of any additional Shares or other securities of the Company, then the terms of this Agreement will apply to the shares of capital stock held by the Stockholder immediately following the effectiveness of the events described in clause (i) or the Stockholder becoming the beneficial owner thereof as described in clause (ii) as though they were Shares hereunder.

(b) The Stockholder hereby agrees, while this Agreement is in effect, to promptly notify Parent of the number of any new Shares acquired by the Stockholder, if any, after the date hereof.

## IV. COVENANTS

4.1 Tender of Shares. The Stockholder will validly tender (or cause the record owner of such Shares to validly tender) and sell (and not withdraw) pursuant to and in accordance with the terms of the Offer not later than the fifteenth Business Day after commencement of the Offer all of the Shares. In the event, notwithstanding the provisions of the first sentence of this Section 4.1(a), that any of such Shares are for any reason withdrawn from the Offer or are not purchased pursuant to the Offer, such Shares will remain subject to the terms of this Agreement. The Stockholder acknowledges that Purchaser's obligation to accept for payment and pay for the Shares in the Offer is subject to all the terms and conditions of the Offer.

4.2 Support. The Stockholder, by this Agreement, does hereby constitute and appoint Parent and Purchaser, or any nominee thereof, with full power of substitution, during and for the term of this Agreement, as its true and lawful attorney and proxy for and in its name, place and stead, to vote all the Shares that the Stockholder beneficially owns at the time of such vote, at any annual, special or adjourned meeting of the stockholders of the Company (and this appointment will include the right to sign his name (as Stockholder) to any consent, certificate or other document relating to the Company that the laws of the State of Delaware may require or permit) (a) in favor of adoption of the Transaction Agreement and approval of the Merger and the other transactions contemplated thereby and (b) against (x) any Acquisition Proposal and (y) any action or agreement that would result in a breach in any respect of any covenant, agreement, representation or warranty of the Company under the Transaction Agreement. This proxy and power of attorney is a proxy and power coupled with an interest, and the Stockholder declares that it is irrevocable during and for the term of this Agreement. The Stockholder hereby revokes all and any other proxies with respect to the Shares that he may have heretofore made or granted. For Shares as to which the Stockholder is the beneficial but not the record owner, the Stockholder will use his reasonable best efforts to cause the record owner of any such Shares to grant to Parent and Purchaser a proxy to the same effect as that contained herein.

4.3 Waiver of Appraisal Rights. The Stockholder hereby irrevocably waives, and agrees not to exercise or assert, on its own behalf or on behalf of any other holder of Shares, any rights of appraisal, any dissenters' rights or any similar rights relating to the Merger that Stockholder may have by virtue of, or with respect to, any Shares owned by the Stockholder.

4.4 Stockholder Capacity. The Stockholder enters into this Agreement solely in its capacity as the record and beneficial owner of the Shares, the Options and the RSUs. Nothing contained in this Agreement will limit the rights and obligations of the Stockholder, any affiliates, directors, officers or other representatives of the Stockholder in their capacity as a director or officer of the Company, and the agreements set forth herein will in no way restrict any director or officer of the Company in the exercise of his or her fiduciary duties as a director or officer of the Company.

## V. TERMINATION

This Agreement and all rights and obligations of the parties hereunder will terminate, and no party will have any rights or obligations hereunder and this Agreement will become null and void on, and have no further effect as of the date upon which the Transaction Agreement is validly terminated; provided that, in the event of termination, the provisions set forth in Section 6.1 and Article VII will survive termination of this Agreement. Nothing in this Article V will relieve any party from any liability for any breach of this Agreement prior to its termination.

## VI. COVENANTS OF THE PARTIES

6.1 Expenses. Except as may otherwise be specifically provided herein and without limitation of any rights that a party hereto may have with respect to expense reimbursement from any third party that is not a party hereto, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the party incurring such expenses, whether or not the Offer or the Merger is consummated.

6.2 Disclosure. The Stockholder hereby authorizes Parent, Purchaser and the Company to publish and disclose in any announcement or disclosure (including any required by the SEC), in the Offer Documents and in the Company's Proxy Statement such information as Parent or the Company determines to be appropriate relating to this Agreement.

6.3 No Solicitation. The Stockholder will comply with the provisions of Sections 5.8(a), (b) and (c) of the Transaction Agreement to the same extent as applicable to the Company. Notwithstanding the immediately preceding sentence, nothing in this Agreement will prohibit the Stockholder from taking, or refraining from taking, any action that is permitted by Section 5.8 of the Transaction Agreement or is otherwise permitted by the terms and conditions of the Transaction Agreement or that the Stockholder determines in good faith after consultation with outside legal counsel would, if not so taken or omitted to be taken, be reasonably likely to be inconsistent with such officer's or director's fiduciary duties under applicable law. If, prior to the termination of this Agreement, the Stockholder receives a proposal with respect to the sale of the Shares in connection with an Acquisition Proposal, then the Stockholder will promptly inform Parent of the identity of the person making, and the material terms of, such proposal in the manner set forth in Section 5.8 of the Transaction Agreement.

6.4 Further Assurances. Each party hereto will execute and deliver all such further documents and instruments and take all such further action as may be necessary in order to consummate the transactions contemplated hereby.

6.5 Press Releases. The Stockholder will not issue any press release or other public disclosure with respect to this Agreement without the prior written consent of Parent, but may make disclosure required by applicable law if the Stockholder gives Parent and its counsel a reasonable opportunity to review and comment on such disclosure and considers such comments in good faith.

VII. MISCELLANEOUS.

7.1 Survival. All representations, warranties, agreements and covenants contained herein will survive the consummation of the Offer or the Merger.

7.2 Waiver; Amendment. Any provision of this Agreement may be (a) waived by the party benefited by the provision, but only in writing, or (b) amended or modified at any time, but only by a written agreement executed in the same manner as this Agreement, except to the extent that any such amendment would violate applicable law.

7.3 Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements among the parties hereto with respect to such matters.

7.4 Governing Law; Jurisdiction. This Agreement and all disputes between the parties under or relating to this Agreement or the facts and circumstances leading to its execution and delivery, whether in contract, tort or otherwise, will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to conflict of laws principles that would result in the application of the law of any other State. The Delaware Court of Chancery (and if the Delaware Court of Chancery will be unavailable, any Delaware state court and the Federal court of the United States of America sitting in the State of Delaware) will have exclusive jurisdiction over any and all disputes among the parties hereto, whether at law or in equity, based upon, arising out of or relating to this Agreement or the facts and circumstances leading to its execution and delivery, whether in contract, tort or otherwise. Each of the parties irrevocably consents to and agrees to submit to the exclusive jurisdiction of such courts, agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware, and hereby waives, and agrees not to assert in any such dispute, to the fullest extent permitted by applicable law, any claim that (a) such party is not personally subject to the jurisdiction of such courts, (b) such party and such party's property is immune from any legal process issued by such courts or (c) any litigation commenced in such courts is brought in an inconvenient forum.

7.5 WAIVER OF JURY TRIAL. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.5.

7.6 Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with its specific terms or were otherwise breached. Each party agrees that, in the event of any breach or threatened breach by any other party of any covenant or obligation contained in this Agreement, the non-breaching party will be entitled (in addition to any other remedy that may be available to it whether in law or equity, including monetary damages) to seek (a) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation and (b) an injunction restraining such breach or threatened breach. Each party further agrees that no other party or any other Person will be required to obtain, furnish or post any bond or other form of security in connection with or as a condition to obtaining any remedy referred to in this Section 7.6, and each party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or other form of security.

7.7 Headings. The table of contents and Section headings contained in this Agreement are for reference purposes only and do not limit or otherwise affect any of the substance of this Agreement.

7.8 Notices. All notices, requests and other communications given or made under this Agreement must be in writing and will be deemed given when personally delivered or transmitted by facsimile (with confirmation of successful transmission) to the persons, addresses and/or facsimile numbers set forth below or such other place as such party may specify by notice given in accordance with this Section 7.8.

If to the Stockholder:

5212 Legends Drive
Braselton, Georgia 30517
Attention: Joseph Cowan
Telephone: (240) 506-7493

With a copy to:

Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, N.E.
Atlanta, Georgia 30326
Attention: David M. Calhoun
Facsimile: (404) 365-9532

If to Parent or Purchaser, to:

ACI Worldwide, Inc.
3520 Kraft Road, Suite 300
Naples, Florida 34105
Attention: General Counsel
Facsimile: (402) 778-2567

With a copy to:

Jones Day
222 East 41st Street
New York, New York 10017
Attention: Robert A. Profusek
Facsimile: (212) 755-7306

7.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to constitute an original, and transmission of a duly executed counterpart hereof by electronic means will be deemed to constitute delivery of an executed original manual counterpart hereof.

7.10 Assignment. No party may assign either this Agreement or any of its rights or interests, or delegate any of its duties, hereunder, in whole or in part, without the prior written consent of the other parties. Any attempt to make any such assignment without such consent will be null and void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of and be enforceable by, the parties and their respective successors and permitted assigns.

7.11 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions, or the application of such provision to Persons or circumstances other than those as to which it has been held invalid, void or unenforceable, will remain in full force and effect and will in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon any such determination, the parties will negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the parties.

7.12 Cumulative Rights. All rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity will be cumulative and not alternative, and the exercise of any thereof by any party will not preclude the simultaneous or later exercise of any other such right, power or remedy by such party.

7.13 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties and does not confer on third parties any remedy, claim, reimbursement, claim of action or other right in addition to those existing without reference to this Agreement.

7.14 No Recourse. In the event the Acceptance Date does not occur for any reason whatsoever, the Stockholder will have no recourse against Parent, Purchaser or any past, present or future director, officer, employee, incorporator, member, partner, stockholder, agent, attorney or representative of Parent or the Purchaser under this Agreement (collectively, the "*Parent Persons*") (it being understood and agreed that the liability of the Parent Persons, if any, will be solely to the Company and determined solely in accordance with the Transaction Agreement).

**[Signatures on following page]**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

**ACI WORLDWIDE, INC.**

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

**OCELOT ACQUISITION CORP.**

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

/s/ Joseph Cowan
Joseph Cowan

**ANNEX A**

| NUMBER OF SHARES | NUMBER OF OPTIONS | NUMBER OF RSUs |
|---|---|---|
| 397,269 (including any restricted shares) | 266,080 | 546,195 |

**Exhibit 99.4**

News Release

**ACI Worldwide to Strengthen Leadership in Online Banking and Payments with Acquisition of Online Resources**

*Adds new payment and presentment solutions while enhancing commitment to online banking*

Naples, FLA - January 31, 2013 - ACI Worldwide (NASDAQ: ACIW), a leading international provider of payment systems, and Online Resources (NASDAQ: ORCC), a leading provider of online banking and full-service bill pay solutions, today announced that they have entered into a definitive transaction agreement. Under the terms of the agreement, ACI Worldwide will acquire Online Resources in an all cash transaction for $3.85 per share. The boards of directors of both companies have approved the transaction. ACI Worldwide will hold a conference call on January 31, 2013, at 8:30 a.m. EST to discuss this information. Interested persons may access a real-time audio broadcast of the teleconference at http://www.aciworldwide.com/investorrelations or use the following numbers for dial-in participation: US/Canada: (866) 914-7436, International/Local: +1 (817) 385-9117. Please provide your name, the conference name ACI Worldwide and conference code 95383321. There will be a replay available for two weeks on (855) 859-2056 for US/Canada dial-in and +1 (404) 537- 3406 for International/Local dial-in participants.

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

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

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

"I believe the combination of the two companies will allow the Online Resources product suite to now achieve its full potential in the Banking and Biller Markets, provide even better services and

functionality for our clients and customers, and create additional opportunity for our dedicated and hardworking employees," said Joe L. Cowan, President and Chief Executive Officer of Online Resources.

Online Resources is a leading provider of hosted online banking and bill payment solutions, providing its services to over 1,000 financial institutions and billers. The company processes over 245 million bill payment transactions annually. Backed by its proprietary payments engine, Online Resources' bill payment solutions connect over 9,000 billers.

The acquisition strengthens ACI Worldwide's leadership in the online channel with the addition of complementary online banking and full-service bill payment solutions for financial institutions and billers. The pro forma financial implications of the transaction are compelling. ACI Worldwide anticipates that with Online Resources it will achieve annual cost synergies of approximately $19.5 million. The transaction is expected to be accretive to full year non-GAAP earnings in 2013.

For the last twelve months ending September 30, 2012, the companies combined generated pro forma revenue of approximately $860 million and adjusted EBITDA of $182 million. The acquisition is being financed with a new $300 million Incremental Term Loan. ACI Worldwide has received fully committed financing for the transaction from Wells Fargo Bank, N.A.

**Terms of the Transaction**

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

Upon the successful closing of the tender offer, stockholders of Online Resources will receive $3.85 per share in cash for each share of Online Resources common stock validly tendered and not validly withdrawn in the offer, without interest and less any applicable withholding taxes. ACI Worldwide will file with the U.S. Securities and Exchange Commission (SEC) a tender offer statement on Schedule TO which sets forth in detail the terms of the tender offer. Additionally, Online Resources will file with the SEC a solicitation/recommendation statement on Schedule 14D-9 that includes the recommendation of Online Resources' board of directors that Online Resources stockholders accept the tender offer and tender their shares.

The tender offer will expire at 12:00 midnight New York City time, twenty business days after the tender is launched unless extended in accordance with the transaction agreement and the applicable rules and regulations of the SEC.

Offering materials will be available on the SEC's website at www.sec.gov. Online Resources stockholders are urged to read the offering materials filed by ACI Worldwide, as well as materials filed by Online Resources relating to the tender offer, which contain important information about the tender offer.

**Timing**

The closing of the tender offer is subject to customary terms and conditions, and is anticipated to close at the end of first quarter of 2013.

**Advisors**

Wells Fargo Securities is serving as financial advisor to ACI Worldwide, and Jones Day is serving as its legal advisor. Raymond James & Associates Inc. is serving as financial advisor to Online Resources, SunTrust Robinson Humphrey, Inc. provided certain financial advice to the Special Committee of the Board of Directors, and Morris, Manning & Martin, LLP is serving as its legal advisor.

**About ACI Worldwide**

ACI Worldwide (NASDAQ: ACIW) powers electronic payments and banking for more than 1,650 financial institutions, retailers and processors around the world. ACI Worldwide software enables $12 trillion in payments each day, processing transactions for 14 of the leading global retailers, and 24 of the world's 25 largest banks. Through our integrated suite of software products and hosted services, we deliver a broad range of solutions for payments processing, card and merchant management, online banking, mobile, branch and voice banking, fraud detection, and trade finance. To learn more about ACI Worldwide and the reasons why our solutions are trusted globally, please visit www.aciworldwide.com. You can also find us on www.paymentsinsights.com or on Twitter @ACI_Worldwide.

**About Online Resources**

Online Resources (NASDAQ: ORCC) powers financial interactions between millions of consumers and the company's financial institution and biller clients. Backed by its proprietary payments gateway that links banks directly with billers, Online Resources provides web and phone-based financial services, electronic payments and marketing services to drive consumer adoption. Founded in 1989, Online Resources is the largest financial technology provider dedicated to the online channel. For more information, visit www.orcc.com.

**Forward-Looking Statements**

This press release contains forward-looking statements based on current expectations that involve a number of risks and uncertainties. All statements, other than statements of historical fact, are statements that could be deemed forward-looking statements, including statements about the planned completion of the tender offer and the merger. No forward-looking statement can be guaranteed and actual results may differ materially from those that ACI and Online Resources project. Numerous risks, uncertainties and other factors may cause actual results to differ materially from those expressed in any forward-looking statement, many of which are outside of the control of management. These factors include, but are not limited to: (1) the occurrence of any event, change or other circumstance that could give rise to the termination of

the transaction agreement; (2) successful completion of the proposed transaction on a timely basis; (3) the impact of regulatory reviews on the proposed transaction; (4) the outcome of any legal proceedings that may be instituted against one or both of ACI and Online Resources and others following the announcement of the definitive transaction agreement; (5) risks that the proposed transaction disrupts current plans and operations and the potential difficulties in employee retention as a result of the transaction; and (6) other factors described in ACI's and Online Resources' filings with the SEC, including their respective reports on Forms 10-K, 10-Q, and 8-K. Except to the extent required by applicable law, neither ACI nor Online Resources undertakes any obligation to revise or update any forward-looking statements, or to make any other forward-looking statements, whether as a result of new information, future results or otherwise.



Product roadmaps are for informational purposes only and may not be incorporated into a contract or agreement. The development release and timing of future product releases remains at ACI Worldwide sole discretion. ACI Worldwide is providing the following information in accordance with ACI Worldwide's standard product communication policies. Any resulting features, functionality, and enhancements or timing of release of such features, functionality, and enhancements are at the sole discretion of ACI Worldwide and may be modified without notice. All product roadmap or other similar information does not represent a commitment to deliver any material, code, or functionality, and should not be relied upon in making a purchasing decision

For more information contact:

John Kraft, Vice President, Investor Relations & Strategic Analysis
ACI Worldwide
239-403-4627
john.kraft@aciworldwide.com

or

Billy Newman, Vice President, Finance
Online Resources
703-653-2223
wnewman@orcc.com

Exhibit 99.5

# ACI Worldwide to Acquire Online Resources

**January 31, 2013**

January 31, 2013

## Private Securities Litigation Reform Act of 1995
## Safe Harbor For Forward-Looking Statements

This communication contains forward-looking statements based on current expectations that involve a number of risks and uncertainties. All statements, other than statements of historical fact, are statements that could be deemed forward-looking statements, including statements about the planned completion of the tender offer and the merger, estimates of revenues, operating margins, capital expenditures, cash, other financial metrics, expected legal, arbitration, political, regulatory results or practices, customer patterns or practices and other such estimates and results. No forward-looking statement can be guaranteed and actual results may differ materially from those that ACI Worldwide and Online Resources project. Numerous risks, uncertainties and other factors may cause actual results to differ materially from those expressed in any forward-looking statement, many of which are outside of the control of management. These factors include, but are not limited to: (1) the occurrence of any event, change or other circumstance that could give rise to the termination of the definitive agreement; (2) successful completion of the proposed transaction on a timely basis; (3) the impact of regulatory reviews on the proposed transaction; (4) the outcome of any legal proceedings that may be instituted against one or both of ACI Worldwide and Online Resources and others following the announcement of the definitive transaction agreement; (5) risks that the proposed transaction disrupts current plans and operations and the potential difficulties in employee retention as a result of the transaction; and (6) other factors described in ACI Worldwide's and Online Resources' filings with the SEC, including their respective reports on Forms 10-K, 10-Q, and 8-K. Except to the extent required by applicable law, neither ACI Worldwide nor Online Resources undertakes any obligation to revise or update any forward-looking statements, or to make any other forward-looking statements, whether as a result of new information, future results or otherwise.

**Important Information**

This communication is neither an offer to purchase nor a solicitation of an offer to sell securities. The tender offer for the outstanding shares of Online Resources common stock described in this communication has not commenced. On the commencement date of the tender offer, a tender offer statement on Schedule TO, including an offer to purchase, a letter of transmittal and related documents, will be filed with the United States Securities and Exchange Commission ("SEC"). The offer to purchase shares of Online Resources common stock will only be made pursuant to the offer to purchase, the letter of transmittal and related documents filed as a part of the Schedule TO. INVESTORS AND SECURITY HOLDERS ARE URGED TO READ BOTH THE TENDER OFFER STATEMENT AND THE SOLICITATION/RECOMMENDATION STATEMENT REGARDING THE OFFER, AS THEY MAY BE AMENDED FROM TIME TO TIME, WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION.

The tender offer statement will be filed with the SEC by ACI Worldwide, and the solicitation/recommendation statement will be filed with the SEC by Online Resources on Schedule 14D-9. Investors and security holders may obtain a free copy of these statements (when available) and other documents filed with the SEC at the website maintained by the SEC at www.sec.gov or by directing such requests to Innisfree M&A Incorporated at (888) 750-5834 (toll free).

# Proposed Acquisition of Online Resources – Transaction Details

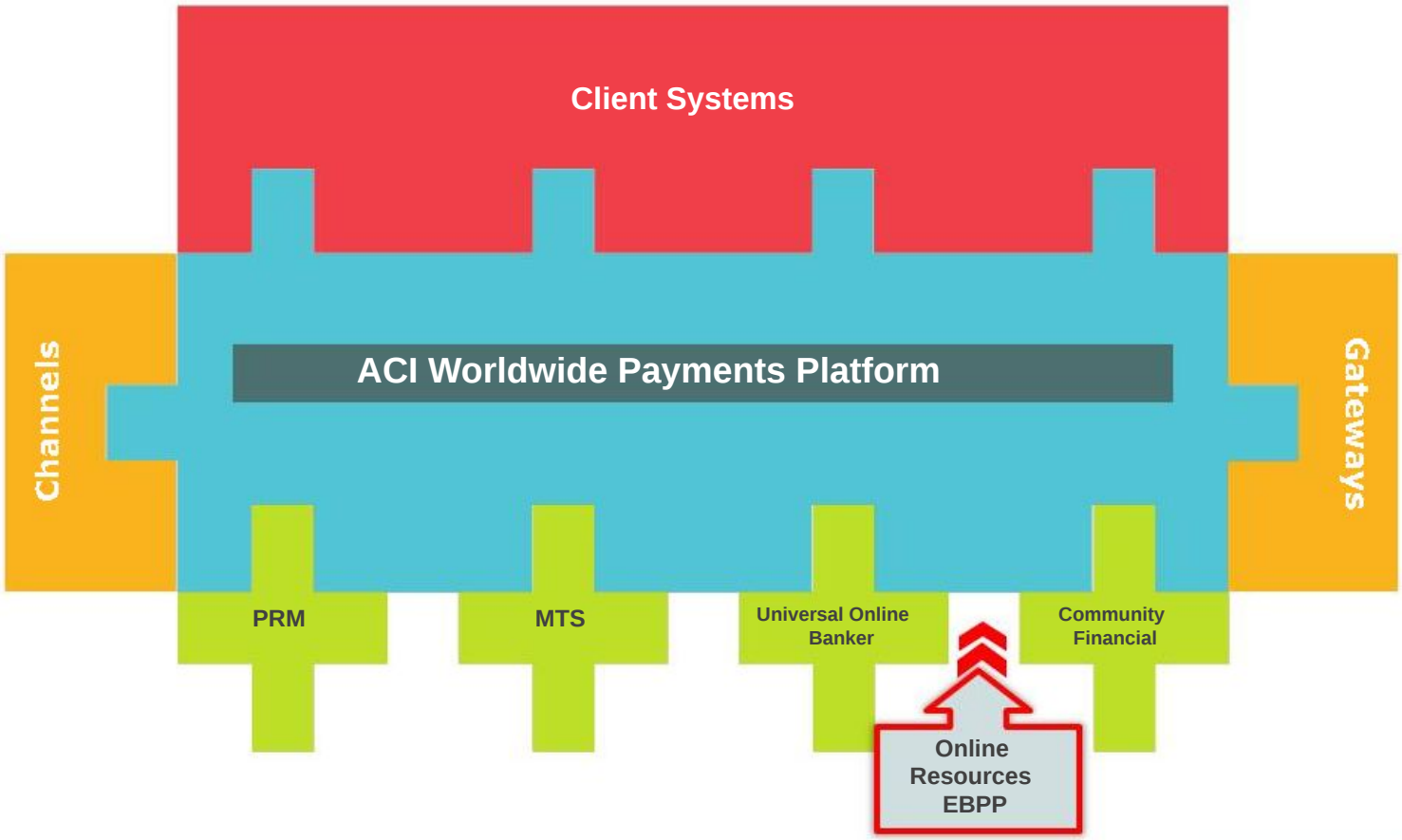
| | |
|---|---|
| **Purchase Price** | $3.85 per Online Resources (NASDAQ: ORCC) share |
| **Valuation** | Implied EV / 2012E Adj. EBITDA: 8.0x [1]<br>Implied EV / 2012E Adj. EBITDA (inc. Synergies): 5.0x [2] |
| **Consideration** | 100% cash |
| **Key Conditions** | Customary regulatory approvals<br>Tender of a majority of Online Resources shares outstanding |
| **Financing** | Financing commitment from Wells Fargo Bank, N.A. |
| **Structure & Expected Closing** | Tender Offer to commence within two weeks<br>Closing anticipated in Q1 2013<br>Online Resources' largest shareholder has entered into a support agreement indicating its intention to tender |

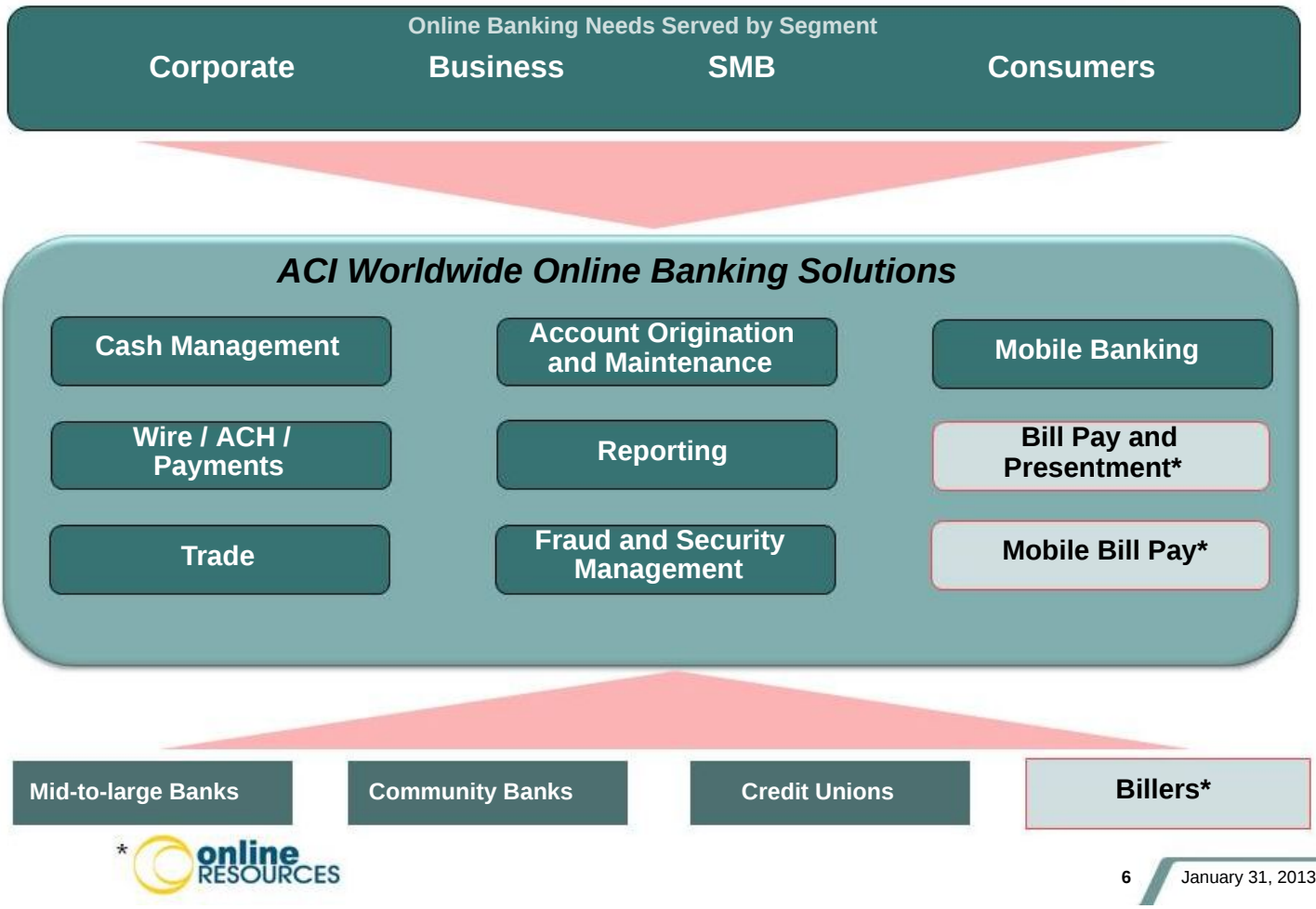
1) 2012E Adj. EBITDA represents mean of Wall Street research estimates
2) Assumes $19.5 million in anticipated cost synergies

## Rationale

**Online Resources represents the next logical step in our vision to provide customers with innovative end-to-end payment solutions**

| | |
|---|---|
| **Entry Point into Growing Segment** | • Adds full-service Bill Payment platform for Online Banking and Billers<br>• Biller Direct segment growing 18% CAGR, 2x market growth, with 60-80% of the market still using in-house products<br>• Significant base of biller connections that can be leveraged for growth through innovation, technology and cost efficiencies |
| **Complementary Solution Set** | • Expands footprint in Online Banking for community banks and credit unions |
| **Recurring, Hosted Business Model** | • Approximately 90% Online Resources' revenue recurring primarily generated from hosted / SaaS solutions |
| **Payments Innovation** | • Combination of Online Resources' Bill Pay engines coupled with ACI Worldwide's Payments Platform drives technology-enabled efficiencies |


Client Systems
Channels
ACI Worldwide Payments Platform
Gateways
PRM
MTS
Universal Online Banker
Community Financial
Online Resources EBPP




* online RESOURCES

# Online Resources Overview

## Company Overview

Online Resources provides outsourced financial technology services to financial institutions, billers, card issuers, and creditors, who serve millions of consumers

The company's solutions enable customers to view and manage their accounts online and through mobile devices as well as make payments and fund transfers through a variety of channels

Online Resources offers its solutions through two primary business units: Banking Services and Electronic Bill Presentment and Payment ("EBPP")

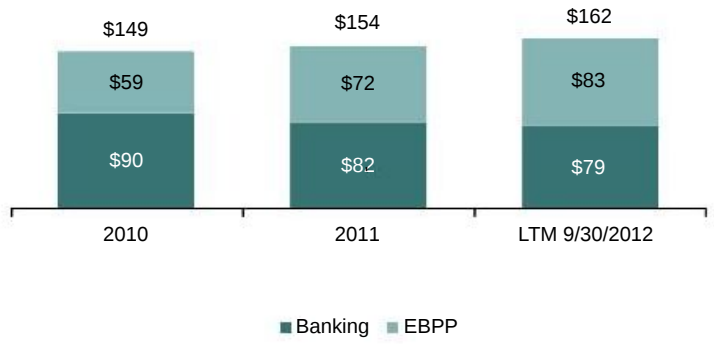
- Banking: Full range of online banking solutions for financial institutions -- account presentment, online bill presentment and payment, remittance processing, online account opening, telephone banking and marketing

- EBPP: Full range of bill pay solutions for billers -- web/user interface, file management, remittance processing, electronic lockbox, customer refunds, and consumer self-service debt repayment

Online Resources' real-time, end-to-end payments network facilitates efficient and reliable payments between individuals and/or billers

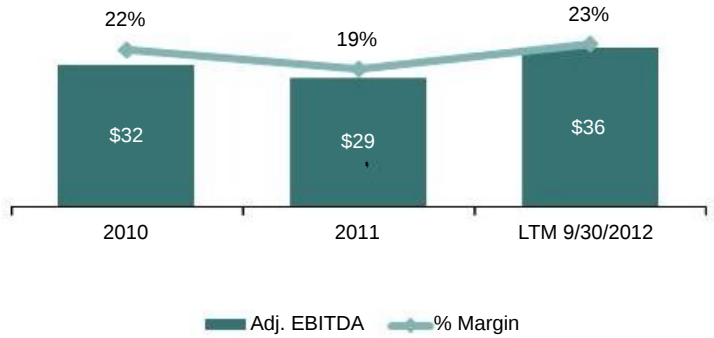
## Revenue

($ in millions)




## Adjusted EBITDA[1] & Margin

($ in millions)




1) Excludes One-Time Expenses

# Strong Combined Financial Profile

## Combined Historical Revenue Growth [1,2]

($ in millions)


## Combined Historical Adj. EBITDA Growth [1,3]

($ in millions)


### Compelling Value Creation Opportunity

- Adds new high-growth biller direct solutions
- Run-rate cost synergies of $19.5 million
- Approximately $80 million of NOLs
- Transaction expected to be accretive to full-year non-GAAP earnings in 2013
- ACI Worldwide provides financial and operational stability for accelerated growth

### Solid balance sheet with substantial liquidity and significant free cash flows

- Transaction financed with $300 million Incremental Term Loan
- Pro forma net leverage below 2.7x (including cost synergies)
- Strong free cash flow generation supports deleveraging over time

1) LTM 9/30/12 shown pro forma for the acquisition of S1
2) Includes add-back of deferred revenue
3) Excludes One-Time Expenses

## Anticipated Next Steps

- ACI Worldwide has entered into a definitive transaction agreement with Online Resources and will commence a cash tender offer to purchase all outstanding shares of common stock of Online Resources no later than February 15, 2013
- ACI Worldwide will subsequently file with the U.S. Securities and Exchange Commission (SEC) a tender offer statement on Schedule TO which sets forth in detail the terms of the tender offer. Additionally, Online Resources will file with the SEC a solicitation /recommendation statement on Schedule 14D-9 that includes the unanimous recommendation of Online Resources' board of directors that Online Resources stockholders accept the tender offer and tender their shares
- The tender offer will expire 20 business days after the tender is launched unless extended in accordance with the definitive transaction agreement and the applicable rules and regulations of the SEC
- The closing of the tender offer is subject to customary terms and conditions, including the acquisition by ACI Worldwide of a majority of the outstanding shares of Online Resources common stock on a fully diluted basis, and the expiration or termination of the applicable waiting period under the Hart-Scott-Rodino (HSR) Antitrust Improvements Act
- To finance the acquisition of Online Resources, ACI Worldwide has received committed financing from Wells Fargo Bank, N.A. Expected syndication of the incremental credit facility will launch on February 11, 2013.

ACI payment systems


January 31, 2013

THOMSON REUTERS STREETEVENTS
**EDITED TRANSCRIPT**
ACIW - ACI Worldwide to Acquire Online Resources Conference Call

EVENT DATE/TIME: JANUARY 31, 2013 / 1:30PM GMT



**CORPORATE PARTICIPANTS**

**John Kraft** *ACI Worldwide, Inc. - VP IR & Strategic Analysis*

**Phil Heasley** *ACI Worldwide, Inc. - President, CEO*

**Scott Behrens** *ACI Worldwide, Inc. - EVP, CFO*

**CONFERENCE CALL PARTICIPANTS**

**Gil Luria** *Wedbush Securities - Analyst*

**George Sutton** *Craig-Hallum Capital - Analyst*

**Wayne Johnson** *Raymond James - Analyst*

**Brett Huff** *Stephens Inc. - Analyst*

**Glenn Greene** *Oppenheimer & Co. - Analyst*

**PRESENTATION**

**Operator**

Good morning. My name is Tiffany and I will be your conference operator today. At this time I would like to welcome everyone to the ACI Worldwide investor call. All lines have been placed on mute to prevent any background noise. After the speakers' remarks there will be a question-and-answer session. (Operator Instructions) Thank you.

John Kraft, you may begin your conference.

---

**John Kraft** - *ACI Worldwide, Inc. - VP IR & Strategic Analysis*

Thank you, Tiffany, and good morning, everyone. I'm John Kraft, Vice President of Investor Relations and Strategy of ACI Worldwide. On this morning's call is Phil Heasley, our CEO, and Scott Behrens, our CFO.

I would first like to remind everybody that this announcement includes forward-looking statements, including statements about our beliefs and expectations regarding the proposed transaction between ACI Worldwide and Online Resources, the potential benefits of any such transaction, and that actual results could differ materially. You can find the full text of our forward-looking statements and cautionary Safe Harbor language at the beginning of today's slide presentation, which is available on our website, www.ACIWorldwide.com, and will also be filed with the SEC later today.

With that I now would like to turn the call over to Phil Heasley, ACI's Chief Executive Officer. Phil?

---

**Phil Heasley** - *ACI Worldwide, Inc. - President, CEO*

Thanks, John, and good morning, everyone. As you have likely seen this morning, we announced our intent to acquire Online Resources Corporation.

I will begin today's presentation with a discussion and overview of our offer and strategic rationale to acquire Online Resources. I will then turn the call over to Scott, our CFO, who will present the Online Resources financial overview and combined financial profile. We will then be glad to open up the call for your questions.

Slide 3 provides an overview of the transaction. Under the terms of our transaction agreement, ACI would acquire Online Resources for a per-share consideration of the $3.85 in cash. This offer represents a premium of approximately 55% over Online Resources' 90-day weighted average price, approximately 27% over the 52-week high, and a premium of approximately 31% over Online Resources' enterprise value.

From a valuation perspective, this offer represents approximately 8 times the midpoint of Online Resources' 2012 guidance for adjusted EBITDA before synergies, or approximately 5 times after adjusting for cost synergies. This transaction is subject to customary closing conditions including regulatory approval, the tender of the majority of common Online Resources shares outstanding.

Importantly this transaction is not contingent upon financing, as we have received a financing commitment from Wells Fargo Bank. In addition, we have secured support from Online Resources' largest shareholder. We anticipate that this transaction would close in the first quarter.

Turning to slide 4, I would now like to spend a few minutes talking about the rationale behind the transaction and detailing the numerous benefits inherent in a combined ACI Worldwide and Online Resources. The acquisition of Online Resources is something we have been evaluating in-depth over the last year, and it's clearly aligned with ACI's internal five-year strategic planning goals.

When we considered the rationale for this combination, we concluded that there was a compelling opportunity to enhance our role as a global provider of enterprise payment software. The complementary nature of Online Resources' bill payment technologies creates an undeniable opportunity to enhance our full-service suite of payment software.

Specifically, the acquisition of Online Resources expands our product suite and provides us entry into the fast-growing and underpenetrated biller-focused electronic bill presentment and payment market. The Online Resources' full-service bill payment solutions for billers include user interfaces, a biller warehouse, remittance processing, electronic lockbox, customer refunds, and customer self-service debt repayment. This business is growing in the upper teens, which is about twice the market.

Secondly, Online Resources provides us with a full range of online banking solutions for financial institutions including account presentment, online bill presentment and payment, remittance processing, online account opening, telephone banking, and marketing. This builds upon our existing business catering to banks and credit unions.

Importantly, Online Resources' suite includes an extremely strategic bill payment engine which can easily be integrated into our online banking products. Online Resources has built one of the largest biller networks, with over 9,000 biller connections. These direct [on us] connections provide us with very low remittance costs that can be leveraged for cost efficiency, as well as innovation across our wider customer base.

Slides 5 and 6 show this geographically. Turning to slide 5, over the past few years we have been building out our business architecture, allowing our products to be better integrated, giving our customer choices, control, and flexibility.

Slide 6 depicts our growing business in the online channel. With the acquisition of Online Resources we are adding strategic bill payment and presentment capabilities to our suite of products.

As many investors in our industry know, ACI has a preeminent brand and a strong global position, particularly in our financial institution payment product family. Online Resources' approximately 90% recurring revenue will contribute nicely to our growing hosting business. And with the combined revenue base of over $850 million, this accretive transaction will further solidify our market-leading position in payments.

That concludes my prepared remarks, and I would now like to turn the call over to Scott Behrens, who will present the Online Resources financial overview and the combined financial profile.

Thank you. Here is Scott.

**Scott Behrens** - *ACI Worldwide, Inc. - EVP, CFO*

Thanks, Phil, and good morning, everyone. I'll be starting my comments on slide 7 with just a couple comments on Online Resources' financial overview. Slide 7 illustrates how the acquisition of Online Resources would expand the volume and scale in our hosted online banking presence and also provide us with a new segment of higher-growth biller-focused products. Approximately 90% of Online Resources' revenue is recurring, primarily generated from a hosted software-as-a-service, or SaaS, solution.

Turning now to slide 8, which illustrates a three-year pro forma look at both companies' operating results, the addition of Online Resources would bring ACI's pro forma revenue of $859 million in the trailing 12-month period further along in our trajectory towards our goal of achieving $1 billion in revenue over our strategic planning horizon. As many of you know, our business model has been to grow incremental recurring revenues while maintaining a relatively fixed cost infrastructure. We expect to be able to leverage this infrastructure to support the combined revenue stream.

Our careful and steady model has allowed us to grow top-line revenues while expanding our adjusted EBITDA margins at a multiple of our revenue growth. We expect to continue that expansion in 2013 as we move toward our stated goals of achieving adjusted EBITDA margins of approximately 30%.

We expect the combination of ACI and Online Resources would result in substantial cost savings of more than $19 million. This represents approximately 15% of Online Resources' cash costs. Similar to the S1 acquisition, we will continue to assess incremental synergy opportunities and expect future savings related to the rationalization of data centers and facilities. We expect to be able to move quickly to achieve these cost savings and drive the margins of the combined business in line with ACI's healthier margins.

One item to note here is that the combined trailing 12-month adjusted EBITDA of $182 million does not reflect any of the significant cost savings that we believe we can achieve through this transaction. The combined Company would have significant free cash flows that would give us flexibility to delever quickly and ensure that we maintain a strong, flexible balance sheet for continued growth and investment. Additionally, we expect to utilize Online Resources' roughly $80 million in net operating loss carryforwards to reduce our future cash taxes.

Then turning finally to slide 9, which gives an overview of the next steps in the process, we will commence a cash tender offer to purchase all outstanding shares of common stock of Online Resources no later than February 15, which would require the approval of Online Resources' shareholders and customary regulatory approvals. As Phil mentioned, we have committed financing for the cash portion of the consideration, and we expect we can achieve a Q1 closure of the transaction.

That concludes my prepared remarks. Operator, we are ready to open the line to questions at this time.

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**QUESTIONS AND ANSWERS**

**Operator**

(Operator Instructions) Gil Luria, Wedbush USA.

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**Gil Luria** - *Wedbush Securities - Analyst*

Yes, good morning. Thanks for taking my question. Let me start with a strategic question.

Up until a little more than a year ago you were in a fast-growing segment where you were the biggest size provider by a factor of 10, and you were growing at double digits in that business. This would be the second acquisition of a company growing low to mid single digits in category where there is competition, mostly from Fidelity, Fiserv, and Jack Henry, which are bigger, well-capitalized competitors. Is this going to be a shift in strategy to look more like those companies that have grown through acquisition into adjacent categories and are trying to become a one-stop shop for their bank customers?

**Phil Heasley** - *ACI Worldwide, Inc. - President, CEO*

Well, Gil, we've had a very focused strategy, and it has been very payments — it has been payments-oriented. This Company's bill presentment, bill payment business is growing at close to 20% a year; and its combination with our ability to support online banking at the very largest banks in the world down to the credit union banks I think allows our core business — certainly our core online banking business — to grow at a very competitive rate.

I think it gives us a totally different profile. It is a category that is on the bottom of a test curve. Bill payment, if you eliminate banks paying banks, is probably — hasn't attained 10%; there is still 90% of that market left.

It is going to take a much better — I think the things we did in payments, where we brought costs down by 70%, 80% on a per-unit basis for the industry, I think we can do the same kinds of things in bill payment. Therefore it is right absolutely in the bull's-eye of our strategy. And it doesn't make us look like a processor; it makes us look like the next generation of what processing — makes them look like the last generation and makes us look like the next generation.

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**Gil Luria** - *Wedbush Securities - Analyst*

Got it. What size — how much of Online Resources' revenue comes from that biller direct product?

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**Scott Behrens** - *ACI Worldwide, Inc. - EVP, CFO*

It is about 50% from — in their EBPP for the trailing 12 months ended 9/30. But the overall bill payment revenue in total makes up about 75% of their overall revenue stream.

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**Gil Luria** - *Wedbush Securities - Analyst*

(technical difficulty) growing 18% CAGR, how much revenue comes from that business?

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**Scott Behrens** - *ACI Worldwide, Inc. - EVP, CFO*

That is about 50%.

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**Gil Luria** - *Wedbush Securities - Analyst*

So 50% is growing at 18% CAGR. How is the whole company growing low single digits?

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**Scott Behrens** - *ACI Worldwide, Inc. - EVP, CFO*

Well, it's a — there are headwinds, I would say, with respect to the remittance-only business, which represents currently about $30 million of revenue, which has been in decline over the last several years, and in combination with some attrition in their online banking products as they have been consolidating platforms. But ultimately we believe that through the stability that we are able to bring, and some of the innovation and technological expertise we can bring, that we should be able to stabilize that customer base as we consolidate it with a larger online banking customer base that we have in our portfolio.

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**Gil Luria** - *Wedbush Securities - Analyst*

Got it. Then one last question. What is the time frame for getting that $19.5 million of synergies?

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**Scott Behrens** - *ACI Worldwide, Inc. - EVP, CFO*

We expect to achieve that probably within about 60 days of closing the transaction.

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**Gil Luria** - *Wedbush Securities - Analyst*

Excellent. Thank you.

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**Operator**

George Sutton, Craig-Hallum.

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**George Sutton** - *Craig-Hallum Capital - Analyst*

Thank you. Phil, as you go to market with the combined offering now, I know you have a relationship manager model. Is this part of the business going to be served by that relationship manager? Or is there a separate sales group that will be focused on this?

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**Phil Heasley** - *ACI Worldwide, Inc. - President, CEO*

Well, we're certainly going to have a go-to-market expertise, and the guys in Princeton represent great go-to-market expertise. But yes, we are going to absolutely use our global distribution and our relationships, especially with the large and medium banks all around the world.

They have been asking us to get involved in this part of the business, as much as we have been studying getting involved.

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**George Sutton** - *Craig-Hallum Capital - Analyst*

Got you. Just structurally, so I understand, Online Resources has had this preferred albatross around it for a while. Have does the preferred get dealt with in this transaction?

Then they also had some lawsuits that I think were unresolved. How are those treated in this transaction?

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**Phil Heasley** - *ACI Worldwide, Inc. - President, CEO*

Well, the lawsuits, all but one lawsuit — all the lawsuits are fully reserved, right? And all but one of the lawsuits are actually settled. Right? It's very recent, but all but one are settled. So that answers the last question first.

We have contractually met all the obligations of the preferred, which was I think you — it's public information; it was a very high-yield preferred and was an interesting structure, I guess, in terms of the company's ability to grow.

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**Operator**

Wayne Johnson, Raymond James.

**Wayne Johnson** - *Raymond James - Analyst*

Hi, yes. Good morning. I was curious, could you comment on the overlap, if there is any, between ORCC's customer base and S1's, and how you see that product roadmap, not just in functionality but in terms of customers served, playing out over the next few years?

**Phil Heasley** - *ACI Worldwide, Inc. - President, CEO*

Well, on the community bank, credit union business, they are in the same markets. Their customer base does not overlap, but they are in the same markets.

It kind of takes us from being a subpar player, and it doubles our size in that. We are now as competitive as anybody. Nobody is structurally bigger than we are, I guess you would say, in terms of that, although we are not structurally bigger than the other couple competitors and major competitors, too. Does that answer your question?

**Wayne Johnson** - *Raymond James - Analyst*

Yes, that's helpful, and it dovetails into my follow-up, if I may. In hearing your comments about electronic bill presentment payment, the outsourced servicing, the direct, so should I assume, should we assume, should investors expect that ACI is going to be swimming upstream with this service? Are you going to be trying to sell this EBPP into the larger banks, which has been the domain of CheckFree and Fiserv and FIS for some time?

**Phil Heasley** - *ACI Worldwide, Inc. - President, CEO*

Well, we provide a large portion of either — of complete solutions for online or partial solutions for online in medium and large banks. I think Ittai has just come out with a pretty good description of that.

We have been told by the very large banks and by the certainly larger medium banks that this was a gap in our offering and this is something that we needed to provide them as a — probably not in competition with the traditional providers, because we intend to provide it as a service to them, not as a competitive processing. Right?

So we want to more enable them to do their own payments than we feel that we need — and we will get paid just the way we do with everything else in terms of the capacity we sell them, versus feel that we need — we are not doing this to get in the consumer revenue business.

**Wayne Johnson** - *Raymond James - Analyst*

Okay, terrific. Thank you.

**Operator**

Brett Huff, Stephens Inc.

**Brett Huff** - *Stephens Inc. - Analyst*

Good morning, guys. My first question is, can you just give us either a qualitative or quantitative sense of what the initial cross-sale opportunities are? Both identify them specifically and then, if you can, size them; may be early for that.

**Phil Heasley** - *ACI Worldwide, Inc. - President, CEO*

Well, I don't think we will size them on this call or announcement. We have actually been working with external consultants and whatnot for a year on this and working with some of our larger customers on a concept basis.

I would say that most — 75%, 80% of the large, 700, 800 ACI historic customers — this becomes an additional cross-sell opportunity to them, and it lands up being in their top-three, top-five objectives in terms of significantly improving the efficiencies of bill payment. So does that answer your — is that a direct enough question?

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**Brett Huff** - *Stephens Inc. - Analyst*

Yes.

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**Phil Heasley** - *ACI Worldwide, Inc. - President, CEO*

Now all customers are not equal. If you took — if you looked at it from a competitive landscape, any three customers could have radically different underlying share as it relates to this.

And the other fact that — I still believe that 90% of this is greenfield, right? You need to come after it in both respects.

So you could land up giving these huge, audacious numbers, which I don't think would do anyone any good. But I think the best way to explain it is there's probably 750, 800 customers and a growing piece of our international distribution that really wants the ability to own and manage their ability to do payments.

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**Brett Huff** - *Stephens Inc. - Analyst*

Okay. Then the follow-up is — and this is maybe a more detailed version of the same question. But I think the big concern that folks have had with ORCC is — and we have talked about this, Scott; I think you mentioned it — is that the bank-based bill pay has been in decline for some time, we think primarily due to difficult competition and bundling by some of the core processors.

Clearly you guys bring distribution that will help solve that. I think their technology is actually pretty good.

But how do you guys see stemming that 5% or 10% decline that they have been seeing for the last few years? What is the plan for turning that around? What is your — as you were evaluating it, how did you evaluate that risk factor and how to address it here in the near term to show some points on the board on that front?

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**Phil Heasley** - *ACI Worldwide, Inc. - President, CEO*

Well, I will give you one point of fact and then we will take that to a point to forecast. S1's business had the same — you could have characterized their community and credit union business the same way as you just characterized ORCC's. Right? It is not as transparent and wasn't as big a piece of the puzzle.

That is — we certainly studied the heck out of that, because if you remember when we bought S1 we said that until we knew more about the business we weren't even sure we were going to keep it.

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**Brett Huff** - *Stephens Inc. - Analyst*

Right.

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**Phil Heasley** - *ACI Worldwide, Inc. - President, CEO*

I can now tell you a year after we closed, or just about a year after we closed, that we have gone from being a net attriting business to — we are growing, right? And we believe that we can promote that same characteristic with ORCC.

I actually think that ORCC has been doing a yeoman's task that they — you don't get credit for, as a 90- to 360- or 720-day investor, is that the price seeing in payments is very, very high. And the competition is — I'll keep all your payments revenue, and I will give you online banking free. And if you are competing with somebody, they have to kind of match that; they have been forced to play the game in town.

And instead of totally playing it, what they did was they restructured their pricing and their approach to the market, which was actually beginning to yield them higher margins on a much lower unit revenue. So I would rather get a 20% return on 50% revenue stream than to get a 1% return on twice the revenue stream. So ORCC was actually doing some very good reengineering, which created real interest on our part.

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**Brett Huff** - *Stephens Inc. - Analyst*

Okay. That's what I needed. Thanks for your time.

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**Operator**

Glenn Greene, Oppenheimer.

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**Glenn Greene** - *Oppenheimer & Co. - Analyst*

Thank you. Good morning and congratulations on the deal. A few questions. I will ask them all up front in the interest of time; and you may have addresses because I hopped on late.

But was there an auction process, was the first question? Maybe perhaps detail the $20 million or so cost synergies. At a high level it actually feels like it is low, and I think you suggested you could deliver it within — I think I heard 60 days, which maybe suggests that it is conservative.

Is management of ORCC staying on at all? Are there any breakup fees related to the deal? Meaning, can ORCC pursue a higher bid? And I think I heard this, but just want to make sure Tannenbaum is on board with the whole deal.

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**Phil Heasley** - *ACI Worldwide, Inc. - President, CEO*

Well, the largest shareholder is on board with the whole deal, because — I don't think we need to say anything about it both from a preferred and from a common standpoint.

You asked a whole bunch of questions as a question. Our history is that we give you a cost takeout number that we can achieve in a very short and measurable period of time. The $19.5 million is the 90-day take; and so we intend to take that out in 90 days.

And yes, there is — it is conservative; and yes, there is probably more synergies both on their and our side. One of the reasons we don't overcommit at the beginning, but we make sure that it financially makes sense, is that from — it is kind of the answer to your management question.

We have always been — if you have studied our past deals, we have always been a meritocracy. We take — we try to have the best people remaining. And ORCC has some very talented people and we intend to keep that meritocracy point of view.

In terms of whether there was an auction or not, we can't really talk about the past history of ORCC. I think you guys know it better than we do. We can tell you that we have had long and extensive dialogues with them, and I think that is all. I think that is a question that they would have to answer.

And, yes, there is a breakup fee.

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**Scott Behrens** - *ACI Worldwide, Inc. - EVP, CFO*

Yes, there is an $8 million breakup fee, and that will be disclosed in the transaction agreement that should be on file with the SEC today.

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**Glenn Greene** - *Oppenheimer & Co. - Analyst*

Great. Very helpful. Thank you.

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**Operator**

Wayne Johnson, Raymond James.

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**Wayne Johnson** - *Raymond James - Analyst*

Hi, yes, guys, just one quick follow-up. Could you explain how ACI intends to take advantage of ORCC's India operations? Was that part of this deal?

Are you guys going to keep that? Are you going to expand on it? If I understand, some of the cost-reduction efforts on the part of ORCC was to move some of the operations and some of the higher-priced engineering overseas.

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**Phil Heasley** - *ACI Worldwide, Inc. - President, CEO*

Well, I don't want to scare a bunch of people in Princeton and whatnot so I wouldn't — let me answer it this way. We operate in Pune and in Bangalore today and we have substantial Indian staff. Right?

Their staff is in Bangalore. It will be combined with our Bangalore staff.

And we have centers all around the world, whether it be Eastern Europe, Asia, South America. We will globally support this the way we globally support everything else.

You realize that for part of their business we have a matching set of technology, which is a clear —

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**Wayne Johnson** - *Raymond James - Analyst*

Redundancy?

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**Phil Heasley** - *ACI Worldwide, Inc. - President, CEO*

I clear investment advantage and it's a clear efficiency advantage.

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**Wayne Johnson** - *Raymond James - Analyst*

Okay, thanks.

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**Operator**

There are no further questions in queue at this time. I turn the conference back over to you, Mr. Kraft.

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**John Kraft** - *ACI Worldwide, Inc. - VP IR & Strategic Analysis*

Well, thank you all for joining our call.

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**Operator**

This concludes today's conference call. You may now disconnect.

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