

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): May 4, 2023 (April 28, 2023)

Commission File Number 0-25346

ACI WORLDWIDE, INC.

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of incorporation or organization)

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

2811 Ponce de Leon  
Blvd PH1 Coral Gables, Florida  
(Address of Principal Executive Offices)

33134  
(Zip Code)

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

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

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

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

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

Emerging growth company ☐

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

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

On April 28, 2023, ACI Worldwide, Inc. (“the Company”) entered into an Extension Agreement (the "Amendment") with ACI Worldwide Corp., ACI Payments, Inc. and Bank of America, N.A., as administrative agent for the lenders, to the Company's Second Amended and Restated Credit Agreement, dated as of April 5, 2019 (the "Credit Agreement").

The Amendment, among other things, extends the revolver, term loan and delayed draw term loan maturity dates under the Credit Agreement from April 5, 2024 to April 5, 2025.

The foregoing description of the Amendment is not complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 2.02. Results of Operation and Financial Condition.**

On May 4, 2023, the Company issued a press release announcing its financial results for the three months ended March 31, 2023. A copy of this press release is attached hereto as Exhibit 99.1.

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

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

**Item 7.01. Regulation FD Disclosure.**

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

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

|                      |  |
|----------------------|--|
| <a href="#">10.1</a> | Extension Agreement, dated as of April 28, 2023, among ACI Worldwide, Inc., ACI Worldwide Corp., ACI Payments, Inc. and Bank of America, N.A., as administrative agent for the lenders |
| <a href="#">99.1</a> | Press Release dated May 4, 2023  |
| <a href="#">99.2</a> | Investor presentation materials dated May 4, 2023  |
| 104                  | Cover Page Interactive Data File (embedded within the Inline XBRL document)  |

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**SIGNATURE**

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

ACI WORLDWIDE, INC.  
(Registrant)

Date: May 4, 2023

By:

/s/ SCOTT W. BEHRENS

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Scott W. Behrens  
*Executive Vice President, Chief Financial Officer and Chief Accounting  
Officer  
(Principal Financial Officer)*

**EXTENSION AMENDMENT**

EXTENSION AMENDMENT, dated as of April 28, 2023 (this “**Amendment**”), among ACI WORLDWIDE, INC., a Delaware corporation (the “**Parent Borrower**”), and ACI WORLDWIDE CORP., a Nebraska corporation (the “**Subsidiary Borrower**,” together with the Parent Borrower the “**Borrowers**”), ACI PAYMENTS, INC., a Delaware corporation (the “**Subsidiary Guarantor**”), the Lenders party hereto and BANK OF AMERICA, N.A., a national banking association, as Administrative Agent for the Lenders (in such capacity, the “**Administrative Agent**”).

WHEREAS, the Borrowers, the Lenders and the Administrative Agent have entered into that certain Second Amended and Restated Credit Agreement dated as of April 5, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”); and

WHEREAS, the Parent Borrower has requested and the Lenders party hereto have agreed to provide Credit Agreement Refinancing Indebtedness in respect of the Initial Term Loans, the Delayed Draw Term Loans and the Revolving Commitments, in order to extend the maturity dates thereof, on the terms and subject to the conditions set forth herein.

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

**SECTION 1. Definitions.**

- 1.a. All capitalized terms not otherwise defined herein are used as defined in the Credit Agreement.
- 1.b. For purposes of this Amendment, the following definitions apply:

“**2023 Revolving Credit Commitments**” means (a) as to any 2023 Revolving Credit Lender, the obligation of such 2023 Revolving Credit Lender to make Revolving Credit Loans for the account of the Parent Borrower hereunder in an aggregate principal amount at any time outstanding not to exceed the amount set forth opposite such 2023 Revolving Credit Lender’s name on Schedule 1 hereto, as such 2023 Revolving Credit Commitment may be increased, reduced or modified at any time or from time to time pursuant to the terms of the Credit Agreement (including, without limitation, Section 2.7) and (b) as to all 2023 Revolving Credit Lenders, the aggregate commitment of all 2023 Revolving Credit Lenders to make Revolving Credit Loans, as such amount may be increased, reduced or modified at any time or from time to time pursuant to the terms of the Credit Agreement (including, without limitation, Section 2.7). The aggregate 2023 Revolving Credit Commitment of all the 2023 Revolving Credit Lenders on the Effective Date shall be \$500,000,000.

“**2023 Revolving Credit Lenders**” means Lenders that have a 2023 Revolving Credit Commitment.

“**Additional Term A-1 Commitments**” means, with respect to any Lender, the commitment of such Lender to make Additional Term A-1 Loans to the Borrowers on the Effective Date. The amount of each Lender’s Additional Term A-1 Commitment as of the Effective Date is set forth on Schedule 1 hereto.

“**Additional Term A-1 Lender**” means a Person with an Additional Term A-1 Commitment on the Effective Date.

“**Additional Term A-1 Loans**” means that certain term loan made pursuant to Section 3.2.

“**Additional Term A-2 Commitments**” means, with respect to any Lender, the commitment of such Lender to make Additional Term A-2 Loans to the Borrowers on the Effective Date. The amount of each Lender’s Additional Term A-2 Commitment as of the Effective Date is set forth on Schedule 1 hereto.

“Additional Term A-2 Lender” means a Person with an Additional Term A-2 Commitment on the Effective Date.

“Additional Term A-2 Loans” means that certain term loan made pursuant to Section 4.2.

“Consent” means a consent to this Amendment substantially in the form of Exhibit A thereto.

“Existing Delayed Draw Term Lender” means a Lender with Existing Delayed Draw Term Loans outstanding immediately prior to the effectiveness of this Amendment on the Effective Date.

“Existing Initial Term Lender” means a Lender with Existing Initial Term Loans outstanding immediately prior to the effectiveness of this Amendment on the Effective Date.

“Existing Delayed Draw Term Loans” means the Delayed Draw Term Loans outstanding under the Credit Agreement immediately prior to the effectiveness of this Amendment on the Effective Date.

“Existing Initial Term Loans” means the Initial Term Loans outstanding under the Credit Agreement immediately prior to the effectiveness of this Amendment on the Effective Date.

“Existing Revolving Credit Commitments” means, as to any Lender, the obligation of such Lender to make Revolving Credit Loans and to participate in Letters of Credit as set forth in the Credit Agreement as in effect immediately prior to effectiveness of this Amendment on the Effective Date.

“Term A-1 Cashless Settlement Option Lender” means each Term Loan Lender that has executed and delivered a Consent indicating the “Cashless Settlement Option” in respect of its Initial Term Loans.

“Term A-1 Commitments” means, collectively, (i) the Term A-1 Exchange Commitments and (ii) the Additional Term A-1 Commitments.

“Term A-1 Exchange Commitment” means the agreement of a Term A-1 Cashless Settlement Option Lender to exchange 100% of its Existing Initial Term Loans (or such lesser amount as allocated to such Term A-1 Cashless Settlement Option Lender by the Administrative Agent on or prior to the Effective Date) for an equal aggregate principal amount of Term A-1 Loans on the Effective Date.

“Term A-1 Lender” means a Term A-1 Cashless Settlement Option Lender or an Additional Term A-1 Lender.

“Term A-1 Loans” means, collectively, (i) each Initial Term Loan received in exchange for an Existing Initial Term Loan that is held by a Term A-1 Cashless Settlement Option Lender and (ii) each Additional Term A-1 Loan.

“Term A-1 Non-Exchanging Lender” means each Existing Initial Term Lender that (i) did not execute and deliver a Consent with respect to its Existing Initial Term Loans on or prior to the Effective Date or (ii) is a Term A-1 Post-Closing Option Lender.

“Term A-1 Post-Closing Option Lender” means each Term Loan Lender that has delivered a Consent indicating the “Post-Closing Settlement Option” with respect to its Initial Term Loans.

“Term A-2 Cashless Settlement Option Lender” means each Term Loan Lender that has executed and delivered a Consent indicating the “Cashless Settlement Option” in respect of its Delayed Draw Term Loans.

“Term A-2 Commitments” means, collectively, (i) the Term A-2 Exchange Commitments and (ii) the Additional Term A-2 Commitments.

“Term A-2 Exchange Commitment” means the agreement of a Term A-2 Cashless Settlement Option Lender to exchange 100% of its Existing Delayed Draw Term Loans (or such lesser amount as

allocated to such Term A-2 Cashless Settlement Option Lender by the Administrative Agent on or prior to the Effective Date) for an equal aggregate principal amount of Term A-2 Loans on the Effective Date.

“Term A-2 Lender” means a Term A-2 Cashless Settlement Option Lender or an Additional Term A-2 Lender.

“Term A-2 Loans” means, collectively, (i) each Delayed Draw Term Loan received in exchange for an Existing Delayed Draw Term Loan that is held by a Term A-2 Cashless Settlement Option Lender and (ii) each Additional Term A-2 Loan.

“Term A-2 Non-Exchanging Lender” means each Existing Delayed Draw Term Lender that (i) did not execute and deliver a Consent with respect to its Existing Delayed Draw Term Loans on or prior to the Effective Date or (ii) is a Term A-2 Post-Closing Option Lender.

“Term A-2 Post-Closing Option Lender” means each Term Loan Lender that has delivered a Consent indicating the “Post-Closing Settlement Option” with respect to its Delayed Draw Term Loans.

SECTION 2. Amendments. Effective as of the Effective Date (as defined below) and subject to the conditions set forth in Section 6 hereof and in reliance on the representations and warranties set forth in Section 7 hereof, the Credit Agreement is hereby amended as follows:

1.a. by inserting the following new definitions in alphabetical order in Section 1.1 thereof:

“2023 Extension Amendment” means the Extension Amendment dated as of April 28, 2023, among the Borrowers, the Subsidiary Guarantor, the Lenders party thereto and the Administrative Agent.

“2023 Extension Amendment Effective Date” has the meaning assigned to the term “Effective Date” in the 2023 Extension Amendment.

1.b. by amending and restating the following definitions in Section 1.1 thereof in their entirety to read as follows:

“Delayed Draw Term Loans” means (i) prior to effectiveness of the 2023 Extension Amendment on the 2023 Extension Amendment Effective Date, that certain term loan made pursuant to Section 4.1(b) and (ii) thereafter, that certain term loan made pursuant to Section 4 of the 2023 Extension Amendment.

“Delayed Draw Term Loan Maturity Date” means the first to occur of (a) April 5, 2025 and (b) the date of acceleration of the Delayed Draw Term Loans pursuant to Section 12.2(a).

“Initial Term Loans” means (i) prior to effectiveness of the 2023 Extension Amendment on the 2023 Extension Amendment Effective Date, that certain term loan made pursuant to Section 4.1(a) and (ii) thereafter, that certain term loan made pursuant to Section 3 of the 2023 Extension Amendment.

“Revolving Credit Maturity Date” means the earliest to occur of (a) April 5, 2025, (b) the date of termination of the entire Revolving Credit Commitment by the Parent Borrower pursuant to Section 2.5, or (c) the date of termination of the Revolving Credit Commitment pursuant to Section 12.2(a).

“Term Loan Maturity Date” means the first to occur of (a) April 5, 2025, or (b) the date of acceleration of the Initial Term Loans pursuant to Section 12.2(a).

1.c. by amending and restating Sections 4.4(a) and (b) of the Credit Agreement in their entirety to read as follows:

“Section 4.4 Repayment of Term Loans.”

“(a) Initial Term Loans. The Borrowers shall repay the aggregate outstanding principal amount of the Initial Term Loans in consecutive quarterly installments on the last Business Day of each of March, June, September and December in the following amounts, except as the amounts of individual installments may be adjusted pursuant to Section 4.5 hereof:

| Fiscal Quarter          | PRINCIPAL INSTALLMENT (\$) |
|-------------------------|----------------------------|
| June 30, 2023           | \$6,975,000                |
| September 30, 2023      | \$6,975,000                |
| December 31, 2023       | \$6,975,000                |
| March 31, 2024          | \$6,975,000                |
| June 30, 2024           | \$6,975,000                |
| September 30, 2024      | \$6,975,000                |
| December 31, 2024       | \$6,975,000                |
| March 31, 2025          | \$6,975,000                |
| Term Loan Maturity Date | Remainder                  |

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

“(b) Delayed Draw Term Loans. The Borrowers shall repay the aggregate outstanding principal amount of the Delayed Draw Term Loans in consecutive quarterly installments on the last Business Day of each of March, June, September and December in the following amounts, except as the amounts of individual installments may be adjusted pursuant to Section 4.5 hereof:

| Fiscal Quarter                       | PRINCIPAL INSTALLMENT (\$) |
|--------------------------------------|----------------------------|
| June 30, 2023                        | \$12,500,000               |
| September 30, 2023                   | \$12,500,000               |
| December 31, 2023                    | \$12,500,000               |
| March 31, 2024                       | \$12,500,000               |
| June 30, 2024                        | \$12,500,000               |
| September 30, 2024                   | \$12,500,000               |
| December 31, 2024                    | \$12,500,000               |
| March 31, 2025                       | \$12,500,000               |
| Delayed Draw Term Loan Maturity Date | Remainder                  |

“If not sooner paid, each of the Delayed Draw Term Loans shall be paid in full, together with accrued interest thereon, on the Delayed Draw Term Loan Maturity Date.”

1.d. by inserting the following as new Section 14.29 of the Credit Agreement:

“Section 14.29 Acknowledgment Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for any Hedging Agreement or any other agreement or instrument that is a QFC (such support, “QFC Credit Support”, and each such QFC, a “Supported QFC”), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “U.S. Special Resolution Regimes”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any

Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

“(a) In the event a Covered Entity that is party to a Supported QFC (each, a “Covered Party”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

“(b) As used in this Section 14.29, the following terms have the following meanings:

““BHC Act Affiliate” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

““Covered Entity” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

““Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

““QFC” has the meaning assigned to the term “qualified financial contract” in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).”

### SECTION 3. Extension of Initial Term Loans.

1.a. Subject to the terms and conditions set forth herein, each Term A-1 Cashless Settlement Option Lender hereby agrees that all of its Existing Initial Term Loans (or a lesser amount allocated to such Lender by the Administrative Agent on or prior to the Effective Date) will be automatically exchanged for a like principal amount of Term A-1 Loans on the Effective Date and such Existing Initial Term Loans so exchanged shall be deemed prepaid.

1.b. Subject to the terms and conditions set forth herein, each of the Additional Term A-1 Lenders agrees to make Additional Term A-1 Loans to the Borrowers on the Effective Date in a principal amount not to exceed its Additional Term A-1 Commitment. Unless previously terminated, the Additional Term A-1 Commitments shall terminate at 11:59 p.m., New York City time, on the Effective Date.

1.c. The Borrower shall prepay, or cause to be prepaid, in cash (i) all Existing Initial Term Loans of each Term A-1 Non-Exchanging Lender and (ii) any Existing Initial Term Loans of each Term A-1 Cashless Settlement Option Lender to the extent not exchanged pursuant to Section 3.1 above, in each case, with the net cash proceeds of the Additional Term A-1 Loans and other funds available to the Borrowers.

1.d. Each Additional Term A-1 Lender (i) confirms that it has received a copy of the Credit Agreement and the other Loan Documents, together with copies of the financial statements



referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Amendment; (ii) agrees that it will, independently and without reliance upon the Administrative Agent, any other Term A-1 Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iii) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement and the other Loan Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers and discretion as are reasonably incidental thereto; and (iv) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.

1.e. Upon (i) the execution of a counterpart of this Amendment by each Additional Term A-1 Lender, the Administrative Agent, the Borrowers, and the Subsidiary Guarantor and (ii) the delivery to the Administrative Agent of a fully executed counterpart (including by way of telecopy or other electronic transmission) hereof, each of the Additional Term A-1 Lenders party to this Amendment shall become a Lender under the Credit Agreement and shall have the respective Additional Term A-1 Commitment set forth on Schedule 1 hereto, effective as of the Effective Date.

#### SECTION 4. Extension of Delayed Draw Term Loans.

1.a. Subject to the terms and conditions set forth herein, each Term A-2 Cashless Settlement Option Lender hereby agrees that all of its Existing Delayed Draw Term Loans (or a lesser amount allocated to such Lender by the Administrative Agent on or prior to the Effective Date) will be automatically exchanged for a like principal amount of Term A-2 Loans on the Effective Date and such Existing Delayed Draw Term Loans so exchanged shall be deemed prepaid.

1.b. Subject to the terms and conditions set forth herein, each of the Additional Term A-2 Lenders agrees to make Additional Term A-2 Loans to the Borrowers on the Effective Date in a principal amount not to exceed its Additional Term A-2 Commitment. Unless previously terminated, the Additional Term A-2 Commitments shall terminate at 11:59 p.m., New York City time, on the Effective Date.

1.c. The Borrower shall prepay, or cause to be prepaid, in cash (i) all Existing Delayed Draw Term Loans of each Term A-2 Non-Exchanging Lender and (ii) any Existing Delayed Draw Term Loans of each Term A-2 Cashless Settlement Option Lender to the extent not exchanged pursuant to Section 4.1 above, in each case, with the net cash proceeds of the Additional Term A-2 Loans and other funds available to the Borrowers.

1.d. Each Additional Term A-2 Lender (i) confirms that it has received a copy of the Credit Agreement and the other Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Amendment; (ii) agrees that it will, independently and without reliance upon the Administrative Agent, any other Term A-2 Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iii) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement and the other Loan Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers and discretion as are reasonably incidental thereto; and (iv) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.

1.e. Upon (i) the execution of a counterpart of this Amendment by each Additional Term A-2 Lender, the Administrative Agent, the Borrowers, and the Subsidiary Guarantor and (ii) the delivery to the Administrative Agent of a fully executed counterpart (including by way of

telecopy or other electronic transmission) hereof, each of the Additional Term A-2 Lenders party to this Amendment shall become a Lender under the Credit Agreement and shall have the respective Additional Term A-2 Commitment set forth on Schedule 1 hereto, effective as of the Effective Date.

**SECTION 5. Extension of Revolving Commitments.**

1.a. Each of the 2023 Revolving Credit Lenders shall have a 2023 Revolving Credit Commitment in the amount set forth opposite such 2023 Revolving Credit Lender's name on Schedule 1 hereto and agrees, severally and not jointly, to make Revolving Credit Loans to the Borrowers as described in Article II of the Credit Agreement, with such 2023 Revolving Credit Commitments having the terms set forth in the Credit Agreement. On the Effective Date, the 2023 Revolving Credit Commitments will replace the Existing Revolving Commitments. The Borrower shall prepay in full the outstanding principal amount of any Revolving Credit Loans outstanding immediately prior to the Effective Date, together with all accrued and unpaid interest thereon and all accrued and unpaid fees in respect of the Revolving Credit Commitments and Letters of Credit outstanding immediately prior to the Effective Date. Any Letters of Credit outstanding immediately prior to the Effective Date shall be deemed to be issued under the 2023 Revolving Credit Commitments.

1.b. Each 2023 Revolving Credit Lender (i) confirms that it has received a copy of the Credit Agreement and the other Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Amendment; (ii) agrees that it will, independently and without reliance upon the Administrative Agent, any other 2023 Revolving Credit Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iii) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement and the other Loan Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers and discretion as are reasonably incidental thereto; and (iv) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.

1.c. Upon (i) the execution of a counterpart of this Amendment by each 2023 Revolving Credit Lender, the Administrative Agent and the Borrowers and (ii) the delivery to the Administrative Agent of a fully executed counterpart (including by way of telecopy or other electronic transmission) hereof, each of the 2023 Revolving Credit Lenders party to this Amendment shall become a Lender under the Credit Agreement and shall have the respective 2023 Revolving Credit Commitment set forth on Schedule 1 hereto, effective as of the Effective Date.

**SECTION 6. Conditions to Effectiveness.** The obligations of the Lenders under Sections 3, 4 and 5 on the Effective Date and the effectiveness of the amendments set forth in Section 2 are subject to the satisfaction (or waiver in accordance with Section 14.2 of the Credit Agreement) of the following conditions (the date of such satisfaction or waiver, the "Effective Date"):

1.a. the Administrative Agent shall have received an executed counterpart (or counterparts) of this Amendment from each of the Borrowers, the Subsidiary Guarantors, the Administrative Agent and each Lender;

1.b. the Borrowers shall have paid to the Administrative Agent, for the ratable account of each Lender all accrued and unpaid interest on their Existing Initial Term Loans, Existing Delayed Draw Term Loans and Revolving Credit Loans (outstanding under the Existing Revolving Credit Commitments) to, but not including, the Effective Date;

1.c. (a) each Lender shall have received a consent fee in an amount equal to 0.15% of the sum of (i) the aggregate principal amount of its Term Loans outstanding on the Effective Date

(after giving effect to the Amendment) and (ii) its Revolving Credit Commitment on the Effective Date (after giving effect to the Amendment), which consent fee shall be earned in full as of the Effective Date and shall be non-refundable, and (b) the Administrative Agent and the Lenders, as applicable, shall have received all other fees due and payable and reimbursement for all reasonable and documented out-of-pocket expenses required to be paid by the Borrowers pursuant to the Credit Agreement, including the reasonable and documented fees, charges and disbursements of Cahill Gordon & Reindel LLP, as counsel for the Administrative Agent;

1.d. the Administrative Agent shall have received all documentation and other information required by regulatory authorities with respect to the Borrowers and the Subsidiary Guarantors under applicable "know your customer" and anti-money laundering laws, including, without limitation, the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) and any beneficial ownership regulation;

1.e. the Administrative Agent shall have received, in form and substance reasonably satisfactory to the Administrative Agent, a certificate of a Responsible Officer of each Credit Party certifying as to the incumbency and genuineness of the signature of each officer of such Credit Party executing this Amendment and any other document delivered in connection herewith on behalf of such Credit Party and certifying that attached thereto is a true, correct and complete copy of (A) the articles or certificate of incorporation or formation of such Credit Party and all amendments thereto, certified as of a recent date by the appropriate Governmental Authority in its jurisdiction of incorporation or formation, (B) the bylaws or other governing document of such Credit Party as in effect on the Effective Date, (C) resolutions duly adopted by the board of directors or other governing body of such Credit Party authorizing and approving the transactions contemplated herein and the execution, delivery and performance of this Amendment and the other Loan Documents to which it is a party, and (D) a certificate as of a recent date of the good standing of such Credit Party under the laws of its jurisdiction of organization;

1.f. the Administrative Agent shall have received, on behalf of itself and the Lenders, favorable written opinions of (i) Jones Day, special counsel for the Borrowers and (ii) in regards to the laws of the State of Nebraska, internal counsel for the Borrowers, in each case, (a) dated the Effective Date, (b) addressed to the Administrative Agent and the Lenders, and (c) covering such matters relating to this Amendment and the other Loan Documents as the Administrative Agent shall request;

1.g. the Administrative Agent shall have received, in form and substance reasonably satisfactory to the Administrative Agent, a certificate from a Responsible Officer of the Parent Borrower to the effect that each of the conditions set forth in Sections 6.8 and 6.9 are satisfied;

1.h. no event shall have occurred and be continuing or would result from the consummation of the transactions contemplated herein that would constitute a Default or Event of Default;

1.i. each of the representations and warranties contained in Section 7 hereof shall be true and correct;

1.j. the Administrative Agent shall have received the results of a Lien search, in form and substance reasonably satisfactory thereto, made against the Credit Parties under the Uniform Commercial Code (or applicable judicial docket) as in effect in each jurisdiction in which filings or recordings under the Uniform Commercial Code should be made to evidence or perfect security interests in substantially all of the assets of such Credit Party, indicating among other things that the assets of each such Credit Party are free and clear of any Lien (except for Permitted Liens);

1.k. the Administrative Agent shall have received prepayment notices in respect of the Existing Initial Term Loans and the Existing Delayed Draw Term Loans within the time periods required by the Credit Agreement; and

1.1. the Administrative Agent shall have received Notices of Borrowing in respect of the Additional Term A-1 Loans and Additional Term A-2 Loans within the time periods required by the Credit Agreement.

SECTION 7. Representations and Warranties. Each of the Credit Parties hereby represents and warrants to the Administrative Agent and the Lenders as follows:

- 1.a. the representations and warranties made by such Credit Party contained in the Credit Agreement and the other Loan Documents are true and correct in all respects as of the Effective Date, with the same effect as if made on and as of such date, except to the extent such representation or warranty expressly relates to an earlier date, in which case, such representations and warranties were true and correct in all respects as of such earlier date;
- 1.b. such Credit Party has the right, power and authority and has taken all necessary corporate and other action to authorize the execution and delivery of this Amendment and the performance of this Amendment and, in the case of the Borrowers, the Credit Agreement;
- 1.c. this Amendment has been duly executed and delivered by the duly authorized officers of each of the Credit Parties, and each of this Amendment and the Credit Agreement constitutes the legal, valid and binding obligation of each of the Credit Parties that is a party thereto, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar state or federal debtor relief laws from time to time in effect which affect the enforcement of creditors' rights in general and the availability of equitable remedies;
- 1.d. no Default or Event of Default exists; and
- 1.e. as of the Effective Date and after giving effect to the transactions contemplated hereby, the Parent Borrower and each of its Subsidiaries, taken as a whole, will be Solvent.

SECTION 8. Miscellaneous.

- 1.a. Effect of Amendment. Except as expressly set forth herein, this Amendment (a) shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of any Lender or the Administrative Agent under the Credit Agreement or any other Loan Document and (b) shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in any Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Borrowers to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement, the Credit Agreement or any other Loan Document in similar or different circumstances. Nothing in this Amendment shall be deemed to be a novation of any obligations under the Credit Agreement or any other Loan Document.
- 1.b. Fees and Expenses. In furtherance of, and not in limitation of, Section 14.3(a) of the Credit Agreement, the Borrowers shall pay all reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates in connection with the preparation, negotiation, execution and delivery of this Amendment, including the reasonable and documented fees, charges and disbursements of Cahill Gordon & Reindel LLP, as counsel for the Administrative Agent.
- 1.c. Governing Law. This Amendment and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Amendment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.
- 1.d. Consent to Jurisdiction; Waiver of Jury Trial. Each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of the courts of the State of New York

sitting in New York County and of the United States District Court for the Southern District of New York, and any appellate court from any thereof and agrees that all claims in respect of any action, litigation or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by Applicable Law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation 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. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AMENDMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). The Borrowers and each other Credit Party irrevocably and unconditionally waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Amendment or any other Loan Document in any court referred to in the first sentence of this Section 8.4. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 14.1 of the Credit Agreement. Nothing in this Amendment will affect the right of any party hereto to serve process in any other manner permitted by Applicable Law.

- 1.e. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 1.f. Headings. Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Amendment.
- 1.g. Counterparts. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Amendment.
- 1.h. Reaffirmation. Each Credit Party hereto expressly acknowledges the terms of this Amendment and reaffirms, as of the date hereof and on the Effective Date, that its guarantee of the Obligations pursuant to the Subsidiary Guaranty Agreement and its grant of Liens on the Collateral to secure the Obligations pursuant to each Security Document to which it is a party, in each case, continues in full force and effect and extends to the obligations of the Credit Parties under the Loan Documents (including the Credit Agreement). Neither the execution, delivery, performance or effectiveness of this Amendment nor the modification of the Credit Agreement or the Collateral Agreement effected pursuant hereto: (i) impairs the validity, effectiveness or priority of the Liens granted pursuant to any Loan Document, and such Liens continue unimpaired with the same priority to secure repayment of all Obligations, whether heretofore or hereafter incurred or (ii) requires that any new filings be made or other action be taken to perfect or to maintain the perfection of such Liens.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

**ACI WORLDWIDE, INC.**

By: /s/ Scott W. Behrens  
Name: Scott W. Behrens  
Title: Chief Financial Officer  
**ACI WORLDWIDE CORP.**

PARENT BORROWER:

By: /s/ Scott W. Behrens  
Name: Scott W. Behrens  
Title: President  
**ACI PAYMENTS, INC.**

SUBSIDIARY BORROWER:

By: /s/ Benjamin W. Mitchell  
Name: Benjamin W. Mitchell  
Title: Secretary

SUBSIDIARY GUARANTOR:

**BANK OF AMERICA, N.A.**

By: /s/ Linda Loy  
Name: Linda Loy  
Title: Vice President

ADMINISTRATIVE AGENT:

**Term A-1 Commitments**

**Term A-2 Commitments**

**2023 Revolving Credit Commitments**



CONSENT (this “Consent”) in connection with the Extension Amendment (the “Amendment”) to that certain Credit Agreement, dated as of April 5, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among ACI WORLDWIDE, INC., a Delaware corporation (the “Parent Borrower”), and ACI WORLDWIDE CORP., a Nebraska corporation (the “Subsidiary Borrower,” together with the Parent Borrower the “Borrowers”), ACI PAYMENTS, INC., a Delaware corporation (the “Subsidiary Guarantor”), the Lenders party thereto and BANK OF AMERICA, N.A., a national banking association, as Administrative Agent for the Lenders (in such capacity, the “Administrative Agent”). Unless otherwise defined herein, terms defined in the Amendment and used herein shall have the meanings given to them in the Amendment or the Credit Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed and delivered by a duly authorized officer as of the date first written above.

**Initial Term Loans:**

- ☐ **Cashless Settlement Option.** The undersigned hereby irrevocably and unconditionally consents to the terms of the Amendment and agrees to the conversion of the full principal amount of its Initial Term Loans (or such lesser amount as notified and allocated to the undersigned by the Administrative Agent, as determined by the Borrowers and the Administrative Agent in their sole direction, with any remaining Initial Term Loans being repaid) effective as of the Effective Date via a cashless roll. In addition, the undersigned agrees to provide the Additional Term A-1 Commitment set forth on Schedule I opposite the undersigned’s name.
- ☐ **Post-Closing Settlement Option.** The undersigned hereby irrevocably and unconditionally consents to the terms of the Amendment and agrees to the prepayment of the full principal amount of its Initial Term Loans. Affiliates designated by the undersigned will receive Term A-1 Loans in an aggregate principal amount equal to the aggregate principal amount of Initial Term Loans of the undersigned prepaid (or such lesser amount as notified and allocated to the undersigned by the Administrative Agent, as determined by the Borrowers and the Administrative Agent in their sole discretion).

**Delayed Draw Term Loans:**

- ☐ **Cashless Settlement Option.** The undersigned hereby irrevocably and unconditionally consents to the terms of the Amendment and agrees to the conversion of the full principal amount of its Delayed Draw Term Loans (or such lesser amount as notified and allocated to the undersigned by the Administrative Agent, as determined by the Borrowers and the Administrative Agent in their sole direction, with any remaining Delayed Draw Term Loans being repaid) effective as of the Effective Date via a cashless roll. In addition, the undersigned agrees to provide the Additional Term A-2 Commitment set forth on Schedule I opposite the undersigned’s name.
- ☐ **Post-Closing Settlement Option.** The undersigned hereby irrevocably and unconditionally consents to the terms of the Amendment and agrees to the prepayment of the full principal amount of its Delayed Draw Term Loans. Affiliates designated by the undersigned will receive Term A-2 Loans in an aggregate principal amount equal to the aggregate principal amount of Delayed Draw Term Loans of the undersigned prepaid (or such lesser amount as notified and allocated to the undersigned by the Administrative Agent, as determined by the Borrowers and the Administrative Agent in their sole discretion).

**Revolving Lenders:**

- ☐ The undersigned hereby irrevocably and unconditionally consents to this Amendment and agrees to provide the 2023 Revolving Credit Commitment set forth on Schedule I opposite the undersigned’s name.

\_\_\_\_\_  
(Name of Institution)

By: \_\_\_\_\_  
Name:  
Title:

[If a second signature is necessary:]

By: \_\_\_\_\_  
Name:  
Title:



## ACI Worldwide, Inc. Reports Financial Results for the Quarter Ended March 31, 2023

### Q1 2023 HIGHLIGHTS

- *Recurring revenue grew 9%, adjusting for FX and divestiture<sup>1</sup>*
- *Biller segment revenue grew 11%*
- *Cash flow from operations up 39%*
- *Reiterating guidance for full-year 2023*

**Miami, FL — May 4, 2023** — ACI Worldwide (NASDAQ: ACIW), the global leader in mission-critical, real-time payments software, announced financial results today for the quarter ended March 31, 2023.

"First quarter results were consistent with our expectations and reflect our team's solid execution in what remains an uncertain economic environment," said Thomas Warsop, Interim President and CEO of ACI Worldwide. "In particular, the actions taken in our Biller business, including those addressing the inflation-driven interchange headwinds, have helped to drive meaningful growth in that segment."

Warsop continued, "Looking to the rest of the year, we are energized by new opportunities across our businesses, particularly in real-time payments and cloud-based technologies, and we are confident we have the right strategy in place to capitalize on them. Our renewal calendar and implementation pipeline provide us with confidence we are on track to deliver our outlook for full-year 2023 and to achieve our revenue growth target of 7-9% by 2024."

### **FINANCIAL SUMMARY**

In Q1 2023, total revenue was \$290 million, down 5% adjusted for FX and the divestiture. Recurring revenue grew 9%, adjusting for FX and the divestiture. Net loss was \$32 million. Total adjusted EBITDA in the quarter was \$25 million compared to \$68 million in Q1 2022. New ARR<sup>2</sup> bookings for the quarter were \$11 million and new ARR bookings for the trailing twelve months (TTM) were \$100 million, which was up 8% from the TTM ending March 2022.

- Bank segment revenue decreased 24% and Bank segment adjusted EBITDA decreased 58%, versus Q1 2022, adjusted for FX and the divestiture. As previously discussed, the timing of larger renewal events is heavily back-half weighted in 2023.
- Merchant segment revenue decreased 12% and Merchant segment adjusted EBITDA decreased 53% on a constant currency basis, versus Q1 2022, resulting primarily from the continued transition from non-recurring license fees to recurring SaaS revenues and by investments that are expected to accelerate growth.
- Biller segment revenue increased 11% and Biller segment adjusted EBITDA increased 12%, versus Q1 2022, driven by new customer onboarding and progress with our interchange improvement program.

ACI ended the quarter with \$142 million in cash on hand and a debt balance of \$1 billion, which represents a net debt leverage ratio of 2.9x. The company did not repurchase any shares in the quarter.

but has \$200 million available on the share repurchase authorization.

**REITERATING 2023 GUIDANCE**

For the full-year of 2023, the Company expects revenue growth to be in the mid-single-digits on a constant currency and divestiture-adjusted basis, or in the range of \$1.436 billion to \$1.466 billion. The Company expects adjusted EBITDA to be in the range of \$380 million to \$395 million with net adjusted EBITDA margin expansion. The Company expects revenue to be between \$300 million and \$310 million and adjusted EBITDA of \$35 million to \$45 million in Q2 2023. This excludes one-time charges related to the move of the Company's European data centers to the public cloud and one-time costs to implement certain efficiency strategies.

**CEO SEARCH**

After reviewing and meeting with a number of promising candidates for the permanent CEO position, the Board is in the final stages of the selection process and expects to complete the search in the upcoming weeks.

<sup>1</sup> Corporate Online Banking divestiture  
<sup>2</sup> "ARR" is annual recurring revenue expected to be generated from new bookings signed in the period, including new accounts, new applications and add-on sales

## **CONFERENCE CALL TO DISCUSS FINANCIAL RESULTS**

Today, management will host a conference call at 8:30 am ET to discuss these results. Interested persons may access a real-time audio broadcast of the teleconference at <http://investor.aciworldwide.com/> or use the following number for dial-in participation: toll-free 1 (888) 660-6377; and conference code 3153574. A call replay will be available for two weeks on (855) 859-2056 for US/Canada callers and +1 (404) 537-3406 for international participants.

### **About ACI Worldwide**

ACI Worldwide is a global leader in mission-critical, real-time payments software. Our proven, secure and scalable software solutions enable leading corporations, fintechs, and financial disruptors to process and manage digital payments, power omni-commerce payments, present and process bill payments, and manage fraud and risk. We combine our global footprint with a local presence to drive the real-time digital transformation of payments and commerce.

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For more information contact:

Investor Relations:

John Kraft

SVP, Head of Strategy and Finance

239-403-4627 / [john.kraft@aciworldwide.com](mailto:john.kraft@aciworldwide.com)

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

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

- Adjusted EBITDA: net income (loss) plus income tax expense (benefit), net interest income (expense), net other income (expense), depreciation, amortization and stock-based compensation, as well as significant transaction-related expenses. Adjusted EBITDA should be considered in addition to, rather than as a substitute for, net income (loss).
- Net Adjusted EBITDA Margin: Adjusted EBITDA divided by revenue net of pass-through interchange revenue. Net Adjusted EBITDA Margin should be considered in addition to, rather than as a substitute for, net income (loss).
- Diluted EPS adjusted for non-cash and significant transaction related items: diluted EPS plus tax effected significant transaction related items, amortization of acquired intangibles and software, and non-cash stock-based compensation. Diluted EPS adjusted for non-cash and significant transaction related items should be considered in addition to, rather than as a substitute for, diluted EPS.
- Recurring revenue: revenue from software as a service and platform as a service fees and maintenance fees. Recurring revenue should be considered in addition to, rather than as a substitute for, total revenue.
- ARR: Annual recurring revenue expected to be generated from new accounts, new applications, and add-on sales bookings contracts signed in the period.

## **FORWARD-LOOKING STATEMENTS**

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

Forward-looking statements in this press release include, but are not limited to: (i) looking to the rest of the year, we are energized by new opportunities across our businesses, particularly in real time payments and cloud-based technologies, and we are confident we have the right strategy in place to capitalize on them, (ii) our renewal calendar and implementation pipeline provide us with confidence we are on track to deliver our outlook for full-year 2023 and to achieve our revenue growth target of 7-9% by 2024, (iii) Q2 2023 and full year 2023 revenue and adjusted EBITDA financial guidance, and (iv) after reviewing and meeting with a number of promising candidates for the permanent CEO position, the Board is in the final stages of the selection process and expects to complete the search in the upcoming weeks.

All of the foregoing forward-looking statements are expressly qualified by the risk factors discussed in our filings with the Securities and Exchange Commission. Such factors include, but are not limited to, increased competition, business interruptions or failure of our information technology and communication systems, security breaches or viruses, our ability to attract and retain senior management personnel and skilled technical employees, future acquisitions, strategic partnerships and investments, divestitures and other restructuring activities, implementation and success of our strategy, impact if we convert some or all on-premise licenses from fixed-term to subscription model, anti-takeover provisions, exposure to credit or operating risks arising from certain payment funding methods, customer reluctance to switch to a new vendor, our ability to adequately defend our intellectual property, litigation, our offshore software development activities, risks from operating internationally, including fluctuations in currency exchange rates, events in eastern Europe, adverse changes in the global economy, compliance of our products with applicable legislation, governmental regulations and industry standards, the complexity of our products and services and the risk that they may contain hidden defects, complex regulations applicable to our payments business, our compliance with privacy and cybersecurity regulations, our involvement in investigations, lawsuits and other expense and time-consuming legal proceedings, exposure to unknown tax liabilities, changes in tax laws and regulations, consolidations and failures in the financial services industry, volatility in our stock price, demand for our products, failure to obtain renewals of customer contracts or to obtain such renewals on favorable terms, delay or cancellation of customer projects or inaccurate project completion estimates, impairment of our goodwill or intangible assets, the accuracy of management's backlog estimates, the cyclical nature of our revenue and earnings and the accuracy of forecasts due to the concentration of revenue-generating activity during the final weeks of each quarter, restrictions and other financial covenants in our debt agreements, our existing levels of debt, events outside of our control including natural disasters, wars, and outbreaks of disease, and revenues or revenue mix. For a detailed discussion of these risk factors, parties that are relying on the forward-looking statements should review our filings with the Securities and Exchange Commission, including our most recently filed Annual Report on Form 10-K and our Quarterly Reports on Form 10-Q.

ACI WORLDWIDE, INC. AND SUBSIDIARIES  
CONDENSED CONSOLIDATED BALANCE SHEETS  
(unaudited and in thousands)

|   | March 31, 2023      | December 31, 2022   |
|---|---------------------|---------------------|
| <b>ASSETS</b>                                     |                     |                     |
| <b>Current assets</b>                             |                     |                     |
| Cash and cash equivalents                         | \$ 142,412          | \$ 124,981          |
| Receivables, net of allowances                    | 342,765             | 403,781             |
| Settlement assets                                 | 413,343             | 540,667             |
| Prepaid expenses                                  | 34,017              | 28,010              |
| Other current assets                              | 21,499              | 17,366              |
| <b>Total current assets</b>                       | <u>954,036</u>      | <u>1,114,805</u>    |
| <b>Noncurrent assets</b>                          |                     |                     |
| Accrued receivables, net                          | 270,332             | 297,818             |
| Property and equipment, net                       | 48,327              | 52,499              |
| Operating lease right-of-use assets               | 38,374              | 40,031              |
| Software, net                                     | 119,801             | 129,109             |
| Goodwill  | 1,226,026           | 1,226,026           |
| Intangible assets, net                            | 220,540             | 228,698             |
| Deferred income taxes, net                        | 63,345              | 53,738              |
| Other noncurrent assets                           | 66,020              | 67,171              |
| <b>TOTAL ASSETS</b>                               | <u>\$ 3,006,801</u> | <u>\$ 3,209,895</u> |
| <b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>       |                     |                     |
| <b>Current liabilities</b>                        |                     |                     |
| Accounts payable                                  | \$ 47,170           | \$ 47,997           |
| Settlement liabilities                            | 412,800             | 539,087             |
| Employee compensation                             | 29,834              | 45,289              |
| Current portion of long-term debt                 | 70,443              | 65,521              |
| Deferred revenue                                  | 69,999              | 58,303              |
| Other current liabilities                         | 70,664              | 102,645             |
| <b>Total current liabilities</b>                  | <u>700,910</u>      | <u>858,842</u>      |
| <b>Noncurrent liabilities</b>                     |                     |                     |
| Deferred revenue                                  | 21,639              | 23,233              |
| Long-term debt                                    | 1,010,938           | 1,024,351           |
| Deferred income taxes, net                        | 38,679              | 40,371              |
| Operating lease liabilities                       | 32,026              | 33,910              |
| Other noncurrent liabilities                      | 34,982              | 36,001              |
| <b>Total liabilities</b>                          | <u>1,839,174</u>    | <u>2,016,708</u>    |
| Commitments and contingencies                     |                     |                     |
| <b>Stockholders' equity</b>                       |                     |                     |
| Preferred stock                                   | —                   | —                   |
| Common stock                                      | 702                 | 702                 |
| Additional paid-in capital                        | 701,040             | 702,458             |
| Retained earnings                                 | 1,241,150           | 1,273,458           |
| Treasury stock                                    | (661,223)           | (665,771)           |
| Accumulated other comprehensive loss              | (114,042)           | (117,660)           |
| <b>Total stockholders' equity</b>                 | <u>1,167,627</u>    | <u>1,193,187</u>    |
| <b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b> | <u>\$ 3,006,801</u> | <u>\$ 3,209,895</u> |



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

|   | Three Months Ended March 31, |                  |
|---|------------------------------|------------------|
|   | 2023                         | 2022             |
| <b>Revenues</b>                                   |                              |                  |
| Software as a service and platform as a service   | \$ 204,930                   | \$ 194,562       |
| License   | 18,331                       | 60,285           |
| Maintenance                                       | 50,103                       | 51,418           |
| Services  | 16,312                       | 16,815           |
| <b>Total revenues</b>                             | <b>289,676</b>               | <b>323,080</b>   |
| <b>Operating expenses</b>                         |                              |                  |
| Cost of revenue (1)                               | 178,554                      | 166,286          |
| Research and development                          | 37,118                       | 37,807           |
| Selling and marketing                             | 35,435                       | 34,608           |
| General and administrative                        | 31,382                       | 25,875           |
| Depreciation and amortization                     | 31,539                       | 30,838           |
| <b>Total operating expenses</b>                   | <b>314,028</b>               | <b>295,414</b>   |
| <b>Operating income (loss)</b>                    | <b>(24,352)</b>              | <b>27,666</b>    |
| <b>Other income (expense)</b>                     |                              |                  |
| Interest expense                                  | (18,892)                     | (10,894)         |
| Interest income                                   | 3,505                        | 3,159            |
| Other, net  | (3,395)                      | 2,250            |
| <b>Total other income (expense)</b>               | <b>(18,782)</b>              | <b>(5,485)</b>   |
| <b>Income (loss) before income taxes</b>          | <b>(43,134)</b>              | <b>22,181</b>    |
| Income tax expense (benefit)                      | (10,826)                     | 6,691            |
| <b>Net income (loss)</b>                          | <b>\$ (32,308)</b>           | <b>\$ 15,490</b> |
| <b>Income (loss) per common share</b>             |                              |                  |
| Basic   | \$ (0.30)                    | \$ 0.13          |
| Diluted   | \$ (0.30)                    | \$ 0.13          |
| <b>Weighted average common shares outstanding</b> |                              |                  |
| Basic   | 108,156                      | 115,287          |
| Diluted   | 108,156                      | 116,098          |

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

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

|   | <b>Three Months Ended March 31,</b> |                   |
|---|-------------------------------------|-------------------|
|   | <b>2023</b>                         | <b>2022</b>       |
| <b>Cash flows from operating activities:</b>  |                                     |                   |
| Net income (loss)   | \$ (32,308)                         | \$ 15,490         |
| Adjustments to reconcile net income (loss) to net cash flows from operating activities: |                                     |                   |
| Depreciation  | 6,131                               | 4,981             |
| Amortization  | 25,408                              | 26,508            |
| Amortization of operating lease right-of-use assets                                     | 2,767                               | 2,716             |
| Amortization of deferred debt issuance costs  | 1,115                               | 1,153             |
| Deferred income taxes   | (10,382)                            | (3,367)           |
| Stock-based compensation expense  | 5,301                               | 7,958             |
| Other   | (290)                               | 601               |
| Changes in operating assets and liabilities:  |                                     |                   |
| Receivables   | 88,960                              | 9,660             |
| Accounts payable  | (1,308)                             | (2,748)           |
| Accrued employee compensation   | (15,593)                            | (19,138)          |
| Deferred revenue  | 10,202                              | 9,949             |
| Other current and noncurrent assets and liabilities                                     | (39,935)                            | (24,889)          |
| Net cash flows from operating activities  | <u>40,068</u>                       | <u>28,874</u>     |
| <b>Cash flows from investing activities:</b>  |                                     |                   |
| Purchases of property and equipment   | (2,258)                             | (2,280)           |
| Purchases of software and distribution rights   | (6,481)                             | (6,207)           |
| Net cash flows from investing activities  | <u>(8,739)</u>                      | <u>(8,487)</u>    |
| <b>Cash flows from financing activities:</b>  |                                     |                   |
| Proceeds from issuance of common stock  | 707                                 | 906               |
| Proceeds from exercises of stock options  | 78                                  | 1,022             |
| Repurchase of stock-based compensation awards for tax withholdings                      | (3,001)                             | (5,537)           |
| Repurchases of common stock   | —                                   | (37,860)          |
| Proceeds from revolving credit facility   | 50,000                              | 40,000            |
| Repayment of revolving credit facility  | (45,000)                            | (10,000)          |
| Repayment of term portion of credit agreement   | (14,606)                            | (9,738)           |
| Payments on or proceeds from other debt, net  | (5,670)                             | (4,186)           |
| Net decrease in settlement assets and liabilities                                       | (2,834)                             | (605)             |
| Net cash flows from financing activities  | <u>(20,326)</u>                     | <u>(25,998)</u>   |
| Effect of exchange rate fluctuations on cash  | 2,557                               | (2,464)           |
| Net decrease in cash and cash equivalents   | 13,560                              | (8,075)           |
| Cash and cash equivalents, including settlement deposits, beginning of period           | 214,672                             | 184,142           |
| Cash and cash equivalents, including settlement deposits, end of period                 | <u>\$ 228,232</u>                   | <u>\$ 176,067</u> |
| <b>Reconciliation of cash and cash equivalents to the Consolidated Balance Sheets</b>   |                                     |                   |
| Cash and cash equivalents   | \$ 142,412                          | \$ 114,754        |
| Settlement deposits   | 85,820                              | 61,313            |
| Total cash and cash equivalents   | <u>\$ 228,232</u>                   | <u>\$ 176,067</u> |

|  | Three Months Ended March 31, |          |
|--|------------------------------|----------|
|  | 2023                         | 2022     |
| <b>Adjusted EBITDA (millions)</b>                                      |                              |          |
| <b>Net income (loss)</b>   | \$ (32.3)                    | \$ 15.5  |
| Plus:  |                              |          |
| Income tax expense (benefit)   | (10.8)                       | 6.7      |
| Net interest expense   | 15.4                         | 7.7      |
| Net other income (expense)   | 3.4                          | (2.3)    |
| Depreciation expense   | 6.1                          | 5.0      |
| Amortization expense   | 25.4                         | 26.5     |
| Non-cash stock-based compensation expense                              | 5.3                          | 8.0      |
| <b>Adjusted EBITDA before significant transaction-related expenses</b> | \$ 12.5                      | \$ 67.1  |
| Significant transaction-related expenses:                              |                              |          |
| Cost reduction strategies  | \$ 8.3                       | \$ —     |
| European datacenter migration  | 1.0                          | —        |
| Other  | 3.1                          | 0.5      |
| <b>Adjusted EBITDA</b>   | \$ 24.9                      | \$ 67.6  |
| Revenue, net of interchange:   |                              |          |
| Revenue  | \$ 289.7                     | \$ 323.1 |
| Interchange  | 106.2                        | 93.2     |
| <b>Revenue, net of interchange</b>                                     | \$ 183.5                     | \$ 229.9 |
|  |                              |          |
| <b>Net Adjusted EBITDA Margin</b>                                      | 14 %                         | 29 %     |

| Segment Information (millions) | Three Months Ended March 31, |          |
|--------------------------------|------------------------------|----------|
|                                | 2023                         | 2022     |
| <b>Revenue</b>                 |                              |          |
| Banks                          | \$ 88.0                      | \$ 132.2 |
| Merchants                      | 34.8                         | 41.0     |
| Billers                        | 166.9                        | 149.9    |
| Total                          | \$ 289.7                     | \$ 323.1 |
| <b>Recurring Revenue</b>       |                              |          |
| Banks                          | \$ 55.6                      | \$ 61.3  |
| Merchants                      | 32.5                         | 34.8     |
| Billers                        | 166.9                        | 149.9    |
| Total                          | \$ 255.0                     | \$ 246.0 |
| <b>Segment Adjusted EBITDA</b> |                              |          |
| Banks                          | \$ 24.7                      | \$ 64.7  |
| Merchants                      | 6.5                          | 14.7     |
| Billers                        | 29.6                         | 26.4     |

|  | Three Months Ended March 31, |                                |                |                                |
|--|------------------------------|--------------------------------|----------------|--------------------------------|
|  | 2023                         |                                | 2022           |                                |
|  | EPS Impact                   | \$ in Millions<br>(Net of Tax) | EPS Impact     | \$ in Millions<br>(Net of Tax) |
| <b>EPS Impact of Non-cash and Significant Transaction-related Items (millions)</b> |                              |                                |                |                                |
| <b>GAAP net income (loss)</b>  | \$ (0.30)                    | \$ (32.3)                      | \$ 0.13        | \$ 15.5                        |
| Adjusted for:  |                              |                                |                |                                |
| Significant transaction-related expenses   | 0.09                         | 9.5                            | —              | 0.4                            |
| Amortization of acquisition-related intangibles                                    | 0.06                         | 6.4                            | 0.06           | 7.0                            |
| Amortization of acquisition-related software                                       | 0.04                         | 4.4                            | 0.04           | 5.0                            |
| Non-cash stock-based compensation  | 0.04                         | 4.0                            | 0.05           | 6.0                            |
| <b>Total adjustments</b>   | <b>\$ 0.23</b>               | <b>\$ 24.3</b>                 | <b>\$ 0.15</b> | <b>\$ 18.4</b>                 |
| <b>Diluted EPS adjusted for non-cash and significant transaction-related items</b> | <b>\$ (0.07)</b>             | <b>\$ (8.0)</b>                | <b>\$ 0.28</b> | <b>\$ 33.9</b>                 |

|                                     | Three Months Ended March 31, |                 |      |                 |
|-------------------------------------|------------------------------|-----------------|------|-----------------|
|                                     | 2023                         |                 | 2022 |                 |
|                                     |                              |                 |      |                 |
| <b>Recurring Revenue (millions)</b> |                              |                 |      |                 |
| SaaS and PaaS fees                  |                              | \$ 204.9        |      | \$ 194.6        |
| Maintenance fees                    |                              | 50.1            |      | 51.4            |
| <b>Recurring Revenue</b>            |                              | <b>\$ 255.0</b> |      | <b>\$ 246.0</b> |

|   | Three Months Ended March 31, |         |          |         |
|---|------------------------------|---------|----------|---------|
|   | 2023                         |         | 2022     |         |
|   |                              |         |          |         |
| <b>Annual Recurring Revenue (ARR) Bookings (millions)</b> |                              |         |          |         |
| ARR bookings  | \$ 11.4                      | \$ 21.1 | \$ 100.1 | \$ 92.9 |

# Earnings Presentation

Q1 2023

May 4, 2023

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

**This presentation contains forward-looking statements based on current expectations that involve a number of risks and uncertainties.**

The forward-looking statements are made pursuant to safe harbor provisions of the **Private Securities Litigation Reform Act of 1995**.

A discussion of these **forward-looking statements and risk factors** that may affect them is set forth at the end of this presentation.

The Company assumes **no obligation to update** any forward-looking statement in this presentation, except as required by law.



# ACI Delivers Mission-Critical Payment Solutions

**ACI Worldwide**  
is the global leader  
in mission-critical,  
real-time payments  
software.

Our proven, secure and scalable software solutions enable leading corporations, fintechs and financial disruptors to:

Process and manage digital payments

Enable omni-commerce payments

Present and process bill payments

Manage fraud and risk

We combine our global footprint with local presence to drive the **real-time digital transformation** of payments and commerce.

**ACI** Worldwide

# Q1 2023 Highlights

| Consolidated Results   | Segment Results  | Balance Sheet   |
|--|--|---|
| <p>Recurring revenue of \$255M, up 9% from Q1 2022*</p> <p>Total revenue of \$290M, down 5% from Q1 2022*</p> <p>Adjusted EBITDA of \$25M versus \$68M from Q1 2022</p> <p>Trailing twelve month (TTM) ARR bookings of \$100M up 8% versus TTM Q1 2022</p> | <p>Banking revenue down 24%*, as timing of larger renewal events is heavily back-half weighted in 2023</p> <p>Merchant revenue down 12%*, resulting primarily from the continued transition from non-recurring license fees to recurring SaaS revenues</p> <p>Biller revenue up 11%, driven by new customer onboarding and progress with our interchange improvement program</p> | <p>\$142M cash balance**</p> <p>\$1.1B debt<br/>Net debt ratio of 2.9x**</p> <p>\$200 million remaining on repurchase authorization</p> |

\* Adjusted for FX and Corporate Online Banking divestiture (in Banking segment)

\*\* Statistics as of 03.31.2023



# 2023 Guidance

|                 |             |             |           |               | 2023 Guidance Range |       | Implied Growth Rate |
|-----------------|-------------|-------------|-----------|---------------|---------------------|-------|---------------------|
|                 | 2022 Actual | Deduct COB* | FX Impact | 2022 Proforma | Low                 | High  |                     |
| Revenue         | 1,422       | (32)        | (5)       | 1,385         | 1,436               | 1,466 | 4-6%                |
| Adjusted EBITDA | 373         | (14)        | -         | 359           | 380                 | 395   | 6-10%               |

\$'s in millions

Foreign currency rates as of 12/31/22

\* Proforma for the sale of the Corporate Online Banking business on September 1, 2022

- Q2 Revenue expected to be in a range of **\$300 - \$310** million
- Q2 Adjusted EBITDA expected to be in a range of **\$35 - \$45** million



# Supplemental Financial Data

| Recurring Revenue (millions) | Three Months Ended March 31, |                 |
|------------------------------|------------------------------|-----------------|
|                              | 2023                         | 2022            |
| SaaS and PaaS fees           | \$ 204.9                     | \$ 194.6        |
| Maintenance fees             | 50.1                         | 51.4            |
| <b>Recurring Revenue</b>     | <b>\$ 255.0</b>              | <b>\$ 246.0</b> |

| Annual Recurring Revenue (ARR*) Bookings (millions) | Three Months Ended March 31, |         | TTM Ended March 31, |         |
|---|------------------------------|---------|---------------------|---------|
|   | 2023                         | 2022    | 2023                | 2022    |
| ARR Bookings  | \$ 11.4                      | \$ 21.1 | \$ 100.1            | \$ 92.9 |

*\*ARR is annual recurring revenue expected to be generated from new bookings signed in the period, including new accounts, new applications and add-on sales*

## Supplemental Financial Data

|  | Three Months Ended March 31, |                 |
|--|------------------------------|-----------------|
|  | 2023                         | 2022            |
| <b>Adjusted EBITDA (millions)</b>                                      |                              |                 |
| <b>Net income (loss)</b>   | \$ (32.3)                    | \$ 15.5         |
| Plus:  |                              |                 |
| Income tax expense (benefit)   | (10.8)                       | 6.7             |
| Net interest expense   | 15.4                         | 7.7             |
| Net other income (expense)   | 3.4                          | (2.3)           |
| Depreciation expense   | 6.1                          | 5.0             |
| Amortization expense   | 25.4                         | 26.5            |
| Non-cash stock-based compensation expense                              | 5.3                          | 8.0             |
| <b>Adjusted EBITDA before significant transaction-related expenses</b> | <b>\$ 12.5</b>               | <b>\$ 67.1</b>  |
| Significant transaction-related expenses:                              |                              |                 |
| Cost reduction strategies  | 8.3                          | —               |
| European datacenter migration  | 1.0                          | —               |
| Other  | 3.1                          | 0.5             |
| <b>Adjusted EBITDA</b>   | <b>\$ 24.9</b>               | <b>\$ 67.6</b>  |
| Revenue, net of interchange  |                              |                 |
| Revenue  | \$ 289.7                     | \$ 323.1        |
| Interchange  | 106.2                        | 93.2            |
| <b>Revenue, net of interchange</b>                                     | <b>\$ 183.5</b>              | <b>\$ 229.9</b> |
| <b>Net Adjusted EBITDA Margin</b>                                      | <b>14 %</b>                  | <b>29 %</b>     |

# Supplemental Financial Data

| Segment Information (millions) | Three Months Ended March 31, |                 |
|--------------------------------|------------------------------|-----------------|
|                                | 2023                         | 2022            |
| <b>Revenue</b>                 |                              |                 |
| Banks                          | \$ 88.0                      | \$ 132.2        |
| Merchants                      | 34.8                         | 41.0            |
| Billers                        | 166.9                        | 149.9           |
| <b>Total Revenue</b>           | <b>\$ 289.7</b>              | <b>\$ 323.1</b> |
| <b>Recurring Revenue</b>       |                              |                 |
| Banks                          | \$ 55.6                      | \$ 61.3         |
| Merchants                      | 32.5                         | 34.8            |
| Billers                        | 166.9                        | 149.9           |
| Total                          | <b>\$ 255.0</b>              | <b>\$ 246.0</b> |
| <b>Segment Adjusted EBITDA</b> |                              |                 |
| Banks                          | \$ 24.7                      | \$ 64.7         |
| Merchants                      | 6.5                          | 14.7            |
| Billers                        | 29.6                         | 26.4            |

# Supplemental Financial Data

| EPS Impact of Non-cash and Significant Transaction-related Items (millions)        | Three Months Ended March 31, |                             |                |                             |
|--|------------------------------|-----------------------------|----------------|-----------------------------|
|  | 2023                         |                             | 2022           |                             |
|  | EPS Impact                   | \$ in Millions (Net of Tax) | EPS Impact     | \$ in Millions (Net of Tax) |
| GAAP net income (loss)   | \$ (0.30)                    | \$ (32.3)                   | \$ 0.13        | \$ 15.5                     |
| Adjusted for:  |                              |                             |                |                             |
| Significant transaction-related expenses   | 0.09                         | 9.5                         | —              | 0.4                         |
| Amortization of acquisition-related intangibles                                    | 0.06                         | 6.4                         | 0.06           | 7.0                         |
| Amortization of acquisition-related software                                       | 0.04                         | 4.4                         | 0.04           | 5.0                         |
| Non-cash stock-based compensation  | 0.04                         | 4.0                         | 0.05           | 6.0                         |
| <b>Total adjustments</b>   | <b>\$ 0.23</b>               | <b>\$ 24.3</b>              | <b>\$ 0.15</b> | <b>\$ 18.4</b>              |
| <b>Diluted EPS adjusted for non-cash and significant transaction-related items</b> | <b>\$ (0.07)</b>             | <b>\$ (8.0)</b>             | <b>\$ 0.28</b> | <b>\$ 33.9</b>              |

# Non-GAAP Financial Measures

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

- Adjusted EBITDA: net income (loss) plus income tax expense (benefit), net interest income (expense), net other income (expense), depreciation, amortization, and non-cash compensation, as well as significant transaction related expenses. Adjusted EBITDA should be considered in addition to, rather than as a substitute for, net income (loss).
- Net Adjusted EBITDA Margin: Adjusted EBITDA divided by revenue net of pass through interchange revenue. Net Adjusted EBITDA Margin should be considered in addition to, rather than as a substitute for, net income (loss).
- Diluted EPS adjusted for non-cash and significant transaction related items: diluted EPS plus tax effected significant transaction related items, amortization of acquired intangibles and software, and non-cash stock-based compensation. Diluted EPS adjusted for non-cash and significant transaction related items should be considered in addition to, rather than as a substitute for, diluted EPS.
- Recurring Revenue: revenue from software as a service and platform service fees and maintenance fees. Recurring revenue should be considered in addition to, rather than as a substitute for, total revenue.
- ARR: Annual recurring revenue expected to be generated from new accounts, new applications, and add-on sales bookings contracts signed in the period.

# Forward Looking Statements

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

Forward-looking statements in this press release include, but are not limited to, statements regarding Q2 2023 and full year 2023 revenue and adjusted EBITDA financial guidance.

All of the foregoing forward-looking statements are expressly qualified by the risk factors discussed in our filings with the Securities and Exchange Commission. Such factors include, but are not limited to, increased competition, business interruptions or failure of our information technology and communication systems, security breaches or viruses, our ability to attract and retain senior management personnel and skilled technical employees, future acquisitions, strategic partnerships and investments, divestitures and other restructuring activities, implementation and success of our strategy, impact if we convert some or all on-premise licenses from fixed-term to subscription model, anti-takeover provisions, exposure to credit or operating risks arising from certain payment funding methods, customer reluctance to switch to a new vendor, our ability to adequately defend our intellectual property, litigation, our offshore software development activities, risks from operating internationally, including fluctuations in currency exchange rates, events in eastern Europe, adverse changes in the global economy, compliance of our products with applicable legislation, governmental regulations and industry standards, the complexity of our products and services and the risk that they may contain hidden defects, complex regulations applicable to our payments business, our compliance with privacy and cybersecurity regulations, our involvement in investigations, lawsuits and other expense and time-consuming legal proceedings, exposure to unknown tax liabilities, changes in tax laws and regulations, consolidations and failures in the financial services industry, volatility in our stock price, demand for our products, failure to obtain renewals of customer contracts or to obtain such renewals on favorable terms, delay or cancellation of customer projects or inaccurate project completion estimates, impairment of our goodwill or intangible assets, the accuracy of management's backlog estimates, the cyclical nature of our revenue and earnings and the accuracy of forecasts due to the concentration of revenue-generating activity during the final weeks of each quarter, restrictions and other financial covenants in our debt agreements, our existing levels of debt, events outside of our control including natural disasters, wars, and outbreaks of disease, and revenues or revenue mix. For a detailed discussion of these risk factors, parties that are relying on the forward-looking statements should review our filings with the Securities and Exchange Commission, including our most recently filed Annual Report on Form 10-K and our Quarterly Reports on Form 10-Q.



