
**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): December 5, 2013 (December 4, 2013)

NCR CORPORATION

(Exact name of registrant as specified in its charter)

Commission File Number 001-00395

Maryland
(State or other jurisdiction of
incorporation or organization)

31-0387920
(I.R.S. Employer
Identification No.)

**3097 Satellite Boulevard
Duluth, Georgia 30096**
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: (937) 445-5000

N/A
(Former Name or Former Address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2 below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry Into a Material Definitive Agreement

On December 4, 2013, NCR Corporation, a Maryland corporation (the “Company”), entered into the First Amendment (the “Amendment”) to the Credit Agreement, dated as of August 22, 2011, as amended and restated as of July 25, 2013, by and among the Company, the lenders party thereto and JPMorgan Chase Bank, N.A., as the administrative agent. The Amendment, among other things, permits NCR Escrow Corp., a newly formed Delaware corporation and wholly owned subsidiary of the Company, to consummate the offering of the Notes (as defined below) and certain transactions in connection with the offering and permits similar structures and transactions in connection with future material permitted acquisitions. In addition, the Amendment will effectuate an amendment and restatement of the security agreement relating to the Company’s senior secured credit facility. In connection with such amendment and restatement, all obligations under the senior secured credit facility, and the guarantees of such obligations, will be secured by a perfected first-priority lien and security interest in substantially all of the Company’s U.S. assets and the assets of the guarantors under the senior secured credit facility, subject to certain exclusions. The Amendment also effectuates certain amendments to financial covenants included in the senior secured credit facility. All other material terms of the senior secured credit facility will remain substantially unchanged. The Amendment is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

On December 4, 2013, the Company also entered into the Incremental Facility Agreement (the “Incremental Facility Agreement”) with and among certain lenders party to the senior secured credit facility and JPMorgan Chase Bank, N.A., as the administrative agent, providing for incremental term loans in an amount of up to \$250 million. The Incremental Facility Agreement is filed as Exhibit 10.2 hereto and is incorporated herein by reference.

The foregoing descriptions of the Amendment and the Incremental Facility Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the Amendment and the Incremental Facility Agreement, which are attached hereto as Exhibits 10.1 and 10.2, respectively.

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

The disclosures of the material terms and conditions of the Amendment and the Incremental Facility Agreement contained in Item 1.01 above are hereby incorporated into this Item 2.03 by reference.

Item 8.01 Other Events

On December 5, 2013, the Company issued a press release announcing the intention of NCR Escrow Corp. to offer \$400 million aggregate principal amount of senior notes due 2021 (the “2021 Notes”), \$400 million aggregate principal amount of senior notes due 2023 (the “2023 Notes”) and \$300 million aggregate principal amount of senior notes due 2025 (the “2025 Notes” and, together with the 2021 Notes and the 2023 Notes, the “Notes”), subject to market and customary conditions.

NCR Escrow Corp. will initially deposit the net proceeds from the offering into a segregated escrow account. The Company intends to use the net proceeds from the offering, together with cash, incremental term loans and additional borrowings under the Company's revolving credit facility, to finance the previously announced acquisition of Digital Insight Corporation ("Digital Insight") through a merger with Fandango Holdings Corporation, the parent of Digital Insight (the "Acquisition"). At the time of the closing of the Acquisition, (1) NCR Escrow Corp. will merge with and into the Company, with the Company continuing as the surviving corporation, (2) the Company will assume all of NCR Escrow Corp.'s obligations under the Notes and the related indentures (the "Assumption") and (3) subject to the satisfaction of certain other conditions, the net proceeds from the offering will be released from the escrow account to the Company. If the Acquisition is not consummated, NCR Escrow Corp. will be required to redeem each series of Notes at a redemption price equal to 100% of the principal amount of such series of Notes, plus accrued and unpaid interest to, but excluding, the redemption date.

Prior to the Assumption, the Notes will not be guaranteed by the Company or any of its subsidiaries. Following the Assumption, the Notes will be senior unsecured obligations of the Company and will be guaranteed by NCR International Inc., a Delaware corporation, and Radiant Systems, Inc., a Georgia corporation.

A copy of the press release is attached hereto as Exhibit 99.1 and hereby incorporated by reference.

The Notes and the related subsidiary guarantees have not been registered under the Securities Act of 1933, as amended, and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
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The following exhibits are attached with this current report on Form 8-K:

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|------|--|
| 10.1 | First Amendment, dated as of December 4, 2013, to the Credit Agreement, dated as of August 22, 2011, as amended and restated as of July 25, 2013, among NCR Corporation, the lenders party thereto and JPMorgan Chase Bank, N.A., as the administrative agent. |
| 10.2 | Incremental Facility Agreement, dated as of December 4, 2013, among NCR Corporation, the lenders party thereto and JPMorgan Chase Bank, N.A., as the administrative agent. |
| 99.1 | Press Release dated December 5, 2013. |

SIGNATURES

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

Date: December 5, 2013

NCR CORPORATION

By: /s/ Robert P. Fishman

Robert P. Fishman

Senior Vice President and Chief Financial Officer

Index to Exhibits

The following exhibits are attached with this current report on Form 8-K:

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Amendment, dated as of December 4, 2013, to the Credit Agreement, dated as of August 22, 2011, as amended and restated as of July 25, 2013, among NCR Corporation, the lenders party thereto and JPMorgan Chase Bank, N.A., as the administrative agent.
10.2	Incremental Facility Agreement, dated as of December 4, 2013, among NCR Corporation, the lenders party thereto and JPMorgan Chase Bank, N.A., as the administrative agent.
99.1	Press Release dated December 5, 2013.

FIRST AMENDMENT dated as of December 4, 2013 (this "Amendment") to the CREDIT AGREEMENT dated as of August 22, 2011, as amended and restated as of July 25, 2013 (the "Credit Agreement"), among NCR CORPORATION (the "Borrower"), the LENDERS party thereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent") and to the Guarantee and Pledge Agreement dated as of August 22, 2011 (the "Guarantee and Pledge Agreement") among the Borrower, the Subsidiary Loan Parties party thereto, and the Administrative Agent.

WHEREAS, the Lenders have agreed to extend credit to the Borrower under the Credit Agreement on the terms and subject to the conditions set forth therein. Capitalized terms used but not defined herein have the meanings assigned to such terms in the Credit Agreement and the Guarantee and Collateral Agreement, in each case as amended hereby, unless the context otherwise requires.

WHEREAS, the Borrower has notified the Lenders and the Administrative Agent that it has entered into the DIC Acquisition Agreement and intends to consummate the DIC Acquisition Transactions.

WHEREAS, certain of the contemplated DIC Acquisition Transactions are not permitted under the Credit Agreement without the consent of the Required Lenders and the Administrative Agent, and the Borrower has requested that the Lenders and the Administrative Agent consent to amend certain provisions of the Credit Agreement to permit such DIC Acquisition Transactions and similar transactions in the future.

WHEREAS, the Borrower has requested that the Credit Agreement be further amended by revising Section 6.12 and Section 6.13 thereof, and the Borrower and the Subsidiary Loan Parties have agreed to amend and restate the Guarantee and Pledge Agreement to provide for the grant of security interests in certain assets of the Borrower and the Subsidiary Loan Parties to secure the Obligations.

WHEREAS, the Lenders whose signatures appear below, constituting the Required Lenders, and the Administrative Agent, have agreed to so amend the Credit Agreement and amend and restate the Guarantee and Pledge Agreement, in each case on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment of Credit Agreement. Except as provided in clause (l) below, effective as of the Amendment Effective Date (as defined below):

(a) Section 1.01 of the Credit Agreement is amended by inserting the following definitions in proper alphabetical order:

"DIC" means Digital Insight Corporation, a Delaware corporation.

“DIC Acquisition” means the acquisition by the Borrower of all of the issued and outstanding Equity Interests of the indirect parent company of DIC pursuant to the DIC Acquisition Agreement.

“DIC Acquisition Agreement” means the Agreement and Plan of Merger, dated as of December 2, 2013, by and among the Borrower, Delivery Acquisition Corporation, Fandango Holdings Corporation and the Stockholder Representative named therein.

“DIC Acquisition Transactions” means the DIC Acquisition and the following actions taken or effected in connection with the DIC Acquisition:

(a) the obtaining by the Borrower or a Permitted Escrow Subsidiary of funds to pay a portion of the cash acquisition consideration for the DIC Acquisition through (i) the Equity Offering, if any, and (ii) either (x) the issuance and sale by the Borrower or a Permitted Escrow Subsidiary of one or more series of DIC Notes in a Rule 144A or other private placement on or before the DIC Closing Date and/or (y) the borrowing by the Borrower under the DIC Senior Bridge Facility of senior unsecured term loans in an aggregate principal amount not to exceed \$1,200,000,000 minus the aggregate gross cash proceeds from any Equity Offering and the aggregate principal amount of the DIC Notes in an aggregate amount of up to \$1,200,000,000 issued on or before the DIC Closing Date (the “DIC Senior Bridge Loans”); and

(b) if the DIC Notes are issued by the Borrower or a Permitted Escrow Subsidiary prior to the date of consummation of the DIC Acquisition, the Permitted Escrow Transactions with respect to the DIC Notes.

“DIC Closing Date” means the date on which the DIC Acquisition is consummated.

“DIC Notes” means senior unsecured (except as contemplated by the definition of “Permitted Escrow Transactions”) notes of the Borrower or a Permitted Escrow Subsidiary in an aggregate principal amount not to exceed \$1,700,000,000 issued and sold to provide a portion of the cash consideration payable for the DIC Acquisition.

“DIC Seller” means Thoma Bravo, LLC or Affiliates thereof owning all of the issued and outstanding Equity Interests in DIC.

“DIC Senior Bridge Facility” means a senior unsecured bridge loan facility provided by banks and other financial institutions to the Borrower to provide a portion of the cash consideration payable for the DIC Acquisition.

“DIC Senior Bridge Loans” has the meaning set forth in the definition of “DIC Acquisition Transactions”.

“Equity Offering” means the issuance and sale by the Borrower of Equity Interests in one or more public offerings consummated after the date of announcement of DIC Acquisition.

“First Amendment” means the First Amendment to this Agreement and to the Guarantee and Pledge Agreement, dated as of December 4, 2013, among the Borrower, the Subsidiary Loan Parties, the Lenders party thereto and the Administrative Agent.

“First Amendment Effective Date” means the date on which the First Amendment became effective in accordance with its terms.

“Notes” means (a) the DIC Notes or (b) senior unsecured (except as contemplated by the definition of “Permitted Escrow Transactions”) notes of the Borrower or a Permitted Escrow Subsidiary issued and sold to provide a portion of the cash consideration payable for any other Permitted Material Acquisition.

“Permitted Escrow Funds” means, with respect to any Notes issued prior to the date of consummation of the related Permitted Material Acquisition, the sum of (a) the aggregate cash proceeds received by the Borrower or a Permitted Escrow Subsidiary from the issuance and sale of such Notes, plus (b) cash in an amount equal to interest accruing on such Notes for the escrow period provided in the escrow agreement applicable to such Notes.

“Permitted Escrow Subsidiary” means a wholly-owned limited purpose Subsidiary of the Borrower formed solely for the purposes of, and that solely engages in, the issuance of Notes and the Permitted Escrow Transactions with respect to such Notes in connection with a Permitted Material Acquisition; provided that such Permitted Escrow Subsidiary (a) has no assets or liabilities other than (i) cash and Cash Equivalents constituting Permitted Escrow Funds with respect to the applicable Notes and (ii) obligations under the applicable Notes or otherwise arising out of the Permitted Escrow Transactions with respect to such Notes and (b) is merged into or consolidated with the Borrower (with the Borrower as the surviving Person) substantially contemporaneously with the consummation of such Permitted Material Acquisition, with the Borrower assuming such Permitted Escrow Subsidiary’s obligations under the applicable Notes upon consummation of such merger or consolidation.

“Permitted Escrow Transactions” means, with respect to any Notes issued prior to the date of consummation of the related Permitted Material Acquisition, (a) the establishment by the Borrower or a Permitted Escrow Subsidiary of a segregated escrow account under the sole control of the trustee for such Notes or other escrow agent reasonably acceptable to the Administrative Agent, in each case pursuant to an escrow agreement reasonably acceptable to the Administrative Agent, which shall provide for the termination of such escrow and the discharge and release of the related Liens permitted by clause (c) below upon the earliest to occur of the events specified in the proviso in Section 6.02(a)(xx) hereof, (b) the depositing of the Permitted Escrow Funds with respect to such Notes into such escrow account substantially contemporaneously with the

issuance of such Notes and (c) the granting by the Borrower or a Permitted Escrow Subsidiary of a Lien on such escrow account and the Permitted Escrow Funds deposited therein (and any earnings thereon) in favor of the trustee for such Notes, for the ratable benefit of the holders of such Notes.

“Permitted Material Acquisition” means a Permitted Acquisition that is a Material Acquisition, including, as applicable, the DIC Acquisition.

“Personal Property Collateral Release Date” means the date on which the Borrower issues Equity Interests, the Net Proceeds of which equal or exceed \$500,000,000, and such Net Proceeds are used to prepay Term Borrowings in an amount equal to such Net Proceeds; provided that (a) such date occurs on or prior to December 31, 2014 and (b) on such date the Borrower has achieved a corporate credit rating from S&P of at least BB+ and a corporate family rating from Moody’s of at least Ba2, in each case with a stable or better outlook.

“Senior Bridge Facility” means the DIC Senior Bridge Facility and any other senior unsecured bridge loan facility provided by banks and other financial institutions to the Borrower to provide a portion of the cash consideration payable for a Permitted Material Acquisition.

“Senior Bridge Loans” means the DIC Senior Bridge Loans and any other bridge loans incurred in connection with a Permitted Material Acquisition.

(b) Section 1.01 of the Credit Agreement is amended by deleting the definitions of “Cumulative Leverage Ratio Increase Amount” and “Permitted Unsecured Indebtedness” appearing therein and inserting the following in lieu thereof:

“Cumulative Leverage Ratio Increase Amount” means the sum of Leverage Ratio Increase Amounts in respect of Pension Funding Indebtedness, provided that the Cumulative Leverage Increase Amount (i) shall equal 0.00, in the case of any fiscal quarter ending on or prior to June 30, 2014, (ii) may not exceed 0.25, in the case of any fiscal quarter ending after June 30, 2014 and on or prior to December 31, 2014, and (iii) may not exceed 0.50, in the case of any fiscal quarter ending after December 31, 2014 and on or prior to December 31, 2016; provided, further, that if any Indebtedness, including of Term Loans made on the Effective Date, is treated by the Borrower as Pension Funding Indebtedness when incurred, but the proceeds thereof are not applied as required by the definition of “Pension Funding Indebtedness” (including within the applicable time periods specified therein) to qualify as Pension Funding Indebtedness, on and as of the last day of the period during which such proceeds would have to be so applied, such Indebtedness will cease to be Pension Funding Indebtedness, any Leverage Ratio Increase Amounts previously attributable thereto will cease to apply, the Cumulative Leverage Ratio Increase Amount will be recalculated in accordance with the foregoing definition without regard to any such Leverage Ratio Increase Amounts and such recalculated Cumulative Leverage Ratio Increase Amount will apply from and after such day (subject to future adjustment based on subsequent issuances of Pension Funding Indebtedness).

“Permitted Unsecured Indebtedness” means Indebtedness of the Borrower or any Subsidiary Loan Party that (i) is not secured by any collateral (including the Collateral), (ii) does not mature earlier than, and has a weighted average life to maturity no earlier than, 91 days after the Term Maturity Date, (iii) does not provide for any amortization, mandatory prepayment, mandatory redemption or mandatory repurchase (other than upon (x) an asset sale, so long as such requirements permit the prior prepayment of the Term Borrowings with the Net Proceeds of such asset sale, or (y) a change of control) prior to the date that is 91 days after the Term Maturity Date and (iv) is not guaranteed by any Subsidiary that is not a Subsidiary Loan Party; provided that, (a) notwithstanding any failure of any Senior Bridge Loans (or any extended term loans or exchange notes into or for which such Senior Bridge Loans may be converted or exchanged in accordance with the terms thereof) to comply with the requirements set forth in clauses (ii) and (iii) of this definition, such Senior Bridge Loans (and such extended term loans and exchange notes) shall constitute Permitted Unsecured Indebtedness for all purposes under this Agreement so long as (x) such Senior Bridge Loans do not mature prior to the first anniversary of the DIC Closing Date or the closing date of the applicable Permitted Material Acquisition and the definitive documentation governing the Senior Bridge Facility contains provisions requiring, on or prior to such maturity date, automatic conversion of the Senior Bridge Loans into extended term loans (and permitting exchange of the Senior Bridge Loans for exchange notes), in each case having a maturity and weighted average life to maturity that comply with the requirements of clause (ii) of this definition, (y) the definitive documentation governing the Senior Bridge Facility (or such extended term loans or exchange notes, as applicable) does not require mandatory prepayment of or any mandatory offer to prepay or repurchase the Senior Bridge Loans (or such extended term loans or exchange notes, as applicable) other than from (I) the Net Proceeds of sales of Equity Interests of the Borrower and (II) to the extent not required to be applied to the prepayment of Term Borrowings, reinvested or utilized to effect Permitted Acquisitions pursuant to Section 2.11(c) of the Credit Agreement, from asset sales or incurrences of Indebtedness by the Borrower and its Subsidiaries, and (z) the terms of the Senior Bridge Loans (and such extended term loans and exchange notes) otherwise comply with the requirements of clauses (i) and (iv) of this definition and (b) in the event that any Notes are issued in connection with a Permitted Material Acquisition prior to the date of consummation of such Permitted Material Acquisition, notwithstanding any failure of such Notes to comply with the requirements set forth in clauses (i) and (iii) of this definition solely as a result of the Permitted Escrow Transactions with respect to such Notes and the requirement to prepay or repurchase such Notes with the applicable Permitted Escrow Funds in accordance with the requirements of the proviso in Section 6.02(a)(xx) hereof, such Notes shall constitute Permitted Unsecured Indebtedness for all purposes under this Agreement so long as the terms of such Notes otherwise comply with the requirements of this definition. The term “Permitted Unsecured Indebtedness” shall include the guarantees of Permitted Unsecured Indebtedness by Subsidiaries that are Subsidiary Loan Parties.

(c) Section 1.01 of the Credit Agreement is amended by inserting the following proviso immediately prior to the period at the end of the definition of “Consolidated Total Debt”:

; provided that, solely for the purposes of determining compliance by the Borrower with the Leverage Ratio set forth in Section 6.12 as of the last day of any Test Period, Consolidated Total Debt shall exclude any outstanding Notes issued in connection with a Permitted Material Acquisition if (i) such Permitted Material Acquisition has not been consummated on or before the last day of such Test Period and (ii) such Notes are secured on the last day of such Test Period by a Lien on the Permitted Escrow Funds with respect to such Notes (and any earnings thereon) having a value at least equal to the principal amount of such Notes, in accordance with the Permitted Escrow Transactions with respect to such Notes

(d) Section 1.01 of the Credit Agreement is amended by replacing clause (v)(B) of the definition of “Permitted Acquisition” with the following:

(B) the Leverage Ratio calculated on a Pro Forma Basis giving effect to such purchase or acquisition shall be not more than 0.25 less than the then applicable ratio under Section 6.12 (or in the case of the DIC Acquisition, not more than the then applicable ratio under Section 6.12), if such Permitted Acquisition is consummated prior to the Investment Grade Date, or the then applicable ratio under Section 6.12, if such Permitted Acquisition is consummated after the Investment Grade Date, in each case for the most recent Test Period prior to such time for which financial statements shall have been delivered pursuant to Sections 5.01(a) or 5.01(b) and

(e) The definition of “Permitted IP Transfer” in Section 1.01 of the Credit Agreement is hereby amended by replacing the words “(other than Permitted Encumbrances)” in clause (y) thereof with the words “(other than Permitted Encumbrances and Liens in favor of the Administrative Agent, for the benefit of the Secured Parties)”.

(f) Section 1.01 of the Credit Agreement is amended by inserting the following proviso immediately prior to the period at the end of the definition of “Pro Forma Adjustment”:

; provided further that cost savings actions taken, and costs incurred, by DIC or the DIC Seller of the type referred to in clauses (a) and (b) of this definition in connection with or arising out of the acquisition of DIC by the DIC Seller, in each case after July 31, 2013, will be deemed to have been actions taken and costs incurred during the Post-Acquisition Period for the DIC Acquisition and can be included in any pro forma increase or decrease in Consolidated EBITDA projected by the Borrower in good faith for the relevant Test Period ending during the Post-Acquisition Period for the DIC Acquisition

(g) Section 5.08 of the Credit Agreement is amended by inserting the following sentence immediately after the first sentence thereof:

Until the Personal Property Collateral Release Date, each such policy of liability or casualty insurance maintained by or on behalf of Loan Parties shall (in the case of policies in effect on the First Amendment Effective Date, not later than the date required by the First Amendment or such later date as may be agreed to by the Administrative Agent, in its discretion), (a) in the case of each liability insurance policy (other than workers' compensation, director and officer liability or other policies in which such endorsements are not customary), name the Administrative Agent, on behalf of the Secured Parties, as an additional insured thereunder, (b) in the case of each casualty insurance policy, contain a loss payable clause or endorsement that names the Administrative Agent, on behalf of the Secured Parties, as the loss payee thereunder and (c) provide for at least 30 days' (or such shorter number of days as may be agreed to by the Administrative Agent, in its discretion) prior written notice to the Administrative Agent of any cancellation of such policy.

(h) Section 6.02 of the Credit Agreement is amended by deleting the "and" at the end of clause (a)(xviii), replacing the period at the end of clause (a)(xix) with "; and", and adding a new clause (a)(xx) immediately after clause (a)(xix) to read as follows:

(xx) Liens incurred to secure any Notes issued in connection with a Permitted Material Acquisition pursuant to the Permitted Escrow Transactions with respect to such Notes; provided that such Liens are discharged and released on the earliest to occur of (i) the release of the Permitted Escrow Funds with respect to such Notes to pay a portion of the consideration for such Permitted Material Acquisition in connection with the consummation thereof, (ii) the release of the Permitted Escrow Funds with respect to such Notes to repay in full the principal of and accrued interest on such Notes in the event that the acquisition agreement relating to such Permitted Material Acquisition is terminated in accordance with its terms prior to the consummation of such Permitted Material Acquisition or such Permitted Material Acquisition is abandoned and (iii) the date of the termination of the escrow period provided in the escrow agreement applicable to such Notes.

(i) Section 6.12 of the Credit Agreement is amended to read in its entirety as follows:

SECTION 6.12. Leverage Ratio. The Borrower will not permit the Leverage Ratio on the last day of any fiscal quarter of the Borrower to exceed (i) (A) the sum of 4.85 plus the applicable Cumulative Leverage Ratio Increase Amount to (B) 1.00, in the case of any fiscal quarter ending on or prior to June 30, 2014, (ii) (A) the sum of 4.50 plus

the applicable Cumulative Leverage Ratio Increase Amount to (B) 1.00, in the case of any fiscal quarter ending after June 30, 2014 and on or prior to December 31, 2014, (iii) (A) the sum of 4.25 plus the applicable Cumulative Leverage Ratio Increase Amount to (B) 1.00, in the case of any fiscal quarter ending after December 31, 2014 and on or prior to December 31, 2016, (iv) 4.00 to 1.00, in the case of any fiscal quarter ending after December 31, 2016 and on or prior to December 31, 2017, and (v) 3.75 to 1.00 in the case of any fiscal quarter ending after December 31, 2017.

(j) Section 6.13 of the Credit Agreement is amended to read in its entirety as follows:

SECTION 6.13. Interest Coverage Ratio. The Borrower will not permit the Interest Coverage Ratio for any Test Period (i) ending on or prior to December 31, 2014, to be less than 3.00 to 1.00 and (ii) ending after December 31, 2014, to be less than 3.50 to 1.00.

(k) Article VIII of the Credit Agreement is amended by inserting the following paragraph immediately before the penultimate paragraph thereof:

The Secured Parties irrevocably authorize the Administrative Agent, at its option and in its discretion, to subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 6.02(a)(v). The Administrative Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Administrative Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Administrative Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral. Each Secured Party, whether or not a party hereto, will be deemed, by its acceptance of the benefits of the Collateral and of the Guarantees of the Obligations provided under the Loan Documents, to have agreed to the provisions of this Article.

(l) Effective as of the time the Guarantee and Pledge Agreement (as defined in the Credit Agreement prior to giving effect to this Amendment) is amended and restated in the form of the Guarantee and Collateral Agreement set forth in Exhibit C-1 hereto pursuant to Section 2 of this Amendment:

(i) Section 1.01 of the Credit Agreement is amended by inserting the following definition in proper alphabetical order:

“IP Security Agreements” has the meaning set forth in the Guarantee and Collateral Agreement.

(ii) Section 1.01 of the Credit Agreement is amended by deleting the definitions of “Collateral Agreement”, “Guarantee and Pledge Agreement” and “Security Documents” appearing therein and inserting the following in lieu thereof:

“Collateral Agreement” means the Pledge Agreement and the Guarantee and Collateral Agreement.

“Guarantee and Collateral Agreement” means the Guarantee and Collateral Agreement among the Borrower, the other Loan Parties, and the Administrative Agent, substantially in the form of Exhibit C-1, together with all supplements thereto.

“Security Documents” means the Collateral Agreement, the Foreign Pledge Agreements, the IP Security Agreements and each other security agreement or other instrument or document executed and delivered pursuant to Sections 5.03 or 5.12 to secure the Obligations.

(iii) The definition of the term “Collateral and Guarantee Requirement” in Section 1.01 of the Credit Agreement is amended by redesignating clauses (c) and (d) as clauses (d) and (e), respectively, and adding a new clause (c) immediately after clause (b) to read as follows:

(c) until the Personal Property Collateral Release Date, (i) all Indebtedness of the Borrower and each Subsidiary and (ii) all Indebtedness (other than Permitted Investments in non-certificated or book entry form) of any other Person in a principal amount of \$1,000,000 or more that, in each case, is owing to any Loan Party shall be evidenced by a promissory note and shall have been pledged pursuant to the Collateral Agreement, and the Administrative Agent shall have received all such promissory notes, together with undated instruments of transfer with respect thereto endorsed in blank;

(iv) Section 3.14 of the Credit Agreement is amended by redesignating clause (b) as clause (c) and inserting a new clause (b) immediately after clause (a) as follows:

(b) Upon the recordation of the IP Security Agreements with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, and the filing of the financing statements referred to in paragraph (a) of this Section, the security interest created under the Collateral Agreement will constitute a fully perfected security interest in all right, title and interest of the Loan Parties in the Intellectual Property in which a security interest may be perfected by filing in the United States of America, in each case prior and superior in right to any other Person (it being understood that subsequent recordings in the United States Patent and Trademark Office or the United States Copyright Office may be necessary to perfect a security interest in Intellectual Property acquired by the Loan Parties after the First Amendment Effective Date).

(v) Article III of the Credit Agreement is amended by inserting the following Section 3.18 immediately after Section 3.17:

SECTION 3.18. Insurance. Schedule 3.18 sets forth a description of all insurance maintained by or on behalf of the Borrower and the other Loan Parties as of the First Amendment Effective Date.

(vi) Section 9.14 of the Credit Agreement is amended by redesignating clause (c) as clause (d) and inserting a new clause (c) immediately after clause (b) as follows:

(c) On the Personal Property Collateral Release Date, the Security Interest in the Collateral granted pursuant to Article IV of the Guarantee and Collateral Agreement and the IP Security Agreements will automatically terminate and be deemed to have been released (it being understood, for the avoidance of doubt, that no such termination or release will modify or otherwise affect any Guarantee provided by any Loan Party under the Guarantee and Collateral Agreement or any grant of security interests in any Collateral granted by any Loan Party pursuant to Article III of the Guarantee and Collateral Agreement, the Pledge Agreement or any Foreign Pledge Agreements).

(vii) A new Schedule 3.18 is added to the Credit Agreement in the form of Schedule 3.18 delivered by the Borrower to the Administrative Agent on the effective date of the Guarantee and Collateral Agreement.

2. Amendment of Guarantee and Pledge Agreement. Not later than the time specified in Section 5 below, the Guarantee and Pledge Agreement (as defined in the Credit Agreement prior to giving effect to this Amendment) will be amended and restated in the form of the Guarantee and Collateral Agreement set forth in Exhibit C-1 hereto, and at such time Exhibit C-1 of the Credit Agreement shall be replaced by Exhibit C-1 hereto. Each Lender party hereto hereby authorizes the Administrative Agent to execute and deliver the Guarantee and Collateral Agreement.

3. Representations and Warranties. To induce the other parties hereto to enter into this Amendment, the Borrower hereby represents and warrants to the Administrative Agent and the Lenders that:

(a) Each of this Amendment, and the Credit Agreement, as amended hereby, has been duly executed and delivered by the Borrower and the Guarantee and Collateral Agreement will on the date of effectiveness thereof have been duly executed and delivered by the Borrower and each Subsidiary Loan Party party thereto, and each such agreement will on the Amendment Effective Date or, in the case of the Guarantee and Collateral Agreement, when executed and delivered by the Borrower and each Subsidiary Loan Party, constitute a legal, valid and binding obligation of the Borrower or

such Subsidiary Loan Party, as the case may be, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) On the Amendment Effective Date, the representations and warranties of each Loan Party set forth in the Credit Agreement and in each other Loan Document are true and correct (i) in the case of the representations and warranties qualified as to materiality, in all respects and (ii) otherwise, in all material respects, in each case as though made on and as of the Amendment Effective Date, except in the case of any such representation and warranty that expressly relates to a prior date, in which case such representation and warranty is so true and correct on and as of such prior date.

(c) On and as of the Amendment Effective Date, no Default has occurred and is continuing.

4. Effectiveness. This Amendment shall become effective on the date (the "Amendment Effective Date") on which each of the following conditions is satisfied:

(a) The Administrative Agent (or its counsel) shall have received duly executed counterparts (which may include facsimile transmission or other electronic transmission of a signed counterpart) of this Amendment that, when taken together, bear the authorized signatures of the Administrative Agent, the Borrower, each Subsidiary Loan Party existing on the Amendment Effective Date and Lenders constituting the Required Lenders.

(b) The Administrative Agent shall have received a certificate, dated the Amendment Effective Date and signed by a Financial Officer of the Borrower, confirming compliance with the representations and warranties contained in Section 3 above.

(c) The Administrative Agent shall have received a favorable written opinion (addressed to the Administrative Agent, the Lenders and the Issuing Banks and dated the Amendment Effective Date) of each of (i) Skadden, Arps, Slate, Meagher & Flom LLP, counsel for the Borrower, (ii) Edward Gallagher, internal counsel for the Borrower and (iii) local counsel for the Borrower in each jurisdiction in which any Loan Party is organized, and the laws of which are not covered by the opinion letter referred to in clause (i) or (ii) above, in each case in form and substance reasonably satisfactory to the Administrative Agent (which opinions shall cover, among other things, due authorization, execution, delivery and performance of this Amendment and no conflicts, including with respect to performance by the Loan Parties of their obligations under Section 5 below, but shall not be required to cover the creation or perfection of security interests under the Guarantee and Collateral Agreement).

(d) The Administrative Agent shall have received such board resolutions, secretary's certificates, officer's certificates and other documents as the Administrative Agent may reasonably request relating to the organization, existence and good standing

of each Loan Party, the authorization of the transactions contemplated hereby (including the grant of security interests contemplated by the Guarantee and Collateral Agreement) and any other legal matters relating to the Loan Parties, the Loan Documents or the transactions contemplated hereby, all in form and substance reasonably satisfactory to the Administrative Agent.

(e) The Administrative Agent shall have received payment from the Borrower, for the account of each Lender that executes and delivers a counterpart signature page to this Amendment at or prior to 5:00 p.m., New York City time, on December 4, 2013 (the "Consent Deadline"), an amendment fee (the "Amendment Fee") in an aggregate amount equal to 0.20% of the aggregate principal amount of the Term Loans and Revolving Commitments (whether used or unused) of such Lender outstanding on the Consent Deadline. The Amendment Fee shall be payable in immediately available funds and, once paid, such Amendment Fee or any part thereof shall not be refundable.

(f) The Administrative Agent shall have received, in immediately available funds, reimbursement or payment of all other fees payable on or prior to the Amendment Effective Date and all out-of-pocket expenses required to be reimbursed or paid by the Borrower under the Credit Agreement or under Section 6 below.

5. Post-Effectiveness Matters. As soon as practicable, and in any event by the earlier of 45 days after the Amendment Effective Date and the day prior to the first date after the Amendment Effective Date on which any Incremental Facility under Section 2.21 of the Credit Agreement becomes effective (or such later date with respect to any particular item as the Administrative Agent may agree to in its reasonable discretion):

(a) The Administrative Agent (or its counsel) shall have received (i) duly executed counterparts (which may include facsimile transmission or other electronic transmission of a signed counterpart) of the Guarantee and Collateral Agreement that, when taken together, bear the authorized signatures of the Administrative Agent, the Borrower and each Subsidiary Loan Party existing on the effective date of the Guarantee and Collateral Agreement and (ii) copies of fully completed schedules to the Guarantee and Collateral Agreement.

(b) The Administrative Agent shall have received a favorable written opinion (addressed to the Administrative Agent, the Lenders and the Issuing Banks and dated the effective date of the Guarantee and Collateral Agreement) of each of (i) Skadden, Arps, Slate, Meagher & Flom LLP, counsel for the Borrower, (ii) Edward Gallagher, internal counsel for the Borrower and (iii) local counsel for the Borrower in each jurisdiction in which any Loan Party is organized, and the laws of which are not covered by the opinion letter referred to in clause (i) above, in each case in form and substance reasonably satisfactory to the Administrative Agent (which opinions shall cover, among other things, creation and perfection of the security interests under the Guarantee and Collateral Agreement).

(c) The Administrative Agent shall have received a completed Perfection Certificate, dated the effective date of the Guarantee and Collateral Agreement and signed by a Financial Officer of the Borrower, together with all attachments contemplated thereby, including the results of a search of the Uniform Commercial Code (or equivalent) filings made with respect to the Loan Parties in the jurisdictions contemplated by the Perfection Certificate and copies of the financing statements (or similar documents) disclosed by such search and evidence reasonably satisfactory to the Administrative Agent that the Liens indicated by such financing statements (or similar documents) are permitted under Section 6.02 of the Credit Agreement or have been, or will substantially contemporaneously with the effective date of the Guarantee and Collateral Agreement be, released.

(d) The Guarantee and Collateral Requirement (as such term is defined after giving effect to this Amendment) shall have been satisfied and, in connection therewith, the Borrower and each other Loan Party shall have (i) effected the pledge pursuant to the Collateral and Guarantee Requirement of the Pledged Debt Securities (as defined in the Guarantee and Collateral Agreement), (ii) executed and delivered such IP Security Agreements as are required by the Guarantee and Collateral Agreement to establish and perfect security interests in Intellectual Property Collateral consisting of United States Patents, United States registered Trademarks (and Trademarks for which United States applications for registration are pending) and United States exclusive Copyright Licenses, and (ii) taken all such other actions, including the filing of UCC financing statements, as may be necessary to satisfy the Collateral and Guarantee Requirement with respect to the Collateral.

(e) The Administrative Agent shall have received evidence that the insurance required by Section 5.08 of the Credit Agreement is in effect, together with endorsements naming the Administrative Agent, for the benefit of the Secured Parties, as additional insured and loss payee thereunder to the extent required under Section 5.08 of the Credit Agreement.

6. Expenses. The Borrower agrees to reimburse the Administrative Agent for its reasonable and documented out-of-pocket expenses in connection with this Amendment and the transactions contemplated hereby, including the reasonable fees, charges and disbursements of counsel to the Administrative Agent.

7. Effect of Amendment. (a) Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Administrative Agent, the Issuing Banks or the Lenders under the Credit Agreement or any of the other Loan Documents, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any of the other Loan Documents, 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 Borrower 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 or any of the other Loan Documents in similar or different circumstances.

(b) On and after the Amendment Effective Date, any reference to the Credit Agreement in any Loan Document shall be deemed to be a reference to the Credit Agreement as amended by this Amendment. On and after the time the Guarantee and Pledge Agreement (as defined in the Credit Agreement prior to giving effect to this Amendment) is amended and restated in the form of the Guarantee and Collateral Agreement set forth in Exhibit C-1 hereto pursuant to Section 2 of this Amendment, any reference to the "Guarantee and Pledge Agreement" in any Loan Document shall be deemed to be a reference to the Guarantee and Collateral Agreement.

(c) This Amendment and the Guarantee and Collateral Agreement shall constitute Loan Documents for all purposes of the Credit Agreement and each other Loan Document.

8. Applicable Law; Incorporation by Reference. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

9. Counterparts. This Amendment may be executed in counterparts (and by different parties hereto on 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 other electronic imaging shall be as effective as delivery of a manually executed counterpart of this Amendment.

10. Headings. The Section headings used herein are for convenience of reference only, are not part of this Amendment and are not to affect the construction of, or to be taken into consideration in interpreting, this Amendment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

NCR CORPORATION,

by

/s/ Robert P. Fishman

Name: Robert P. Fishman

Title: Senior Vice President and Chief Financial Officer

NCR INTERNATIONAL, INC.

by

/s/ John Boudreau

Name: John Boudreau

Title: Assistant Treasurer

RADIANT SYSTEMS, INC.

by

/s/ John Boudreau

Name: John Boudreau

Title: Assistant Treasurer

RADIANT SYSTEMS INTERNATIONAL, INC.

by

/s/ John Boudreau

Name: John Boudreau

Title: Assistant Treasurer

RADIANT PAYMENT SERVICES, LLC

by

/s/ Robert P. Fishman

Name: Robert P. Fishman

Title: Chief Financial Officer and Treasurer

JPMORGAN CHASE BANK, N.A.,
as Lender and as Administrative Agent,

by

/s/ John G. Kowalczyk

Name: John G. Kowalczyk

Title: Executive Director

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FIRST AMENDMENT TO
NCR CORPORATION CREDIT AGREEMENT
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Lender: BANK OF AMERICA, N.A.

By

/s/ Jeannette Lu

Name: Jeannette Lu

Title: Vice President

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Lender: Bank of the West

By

/s/ Gary Weiss

Name: Gary Weiss

Title: Vice President

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Lender: BNP PARIBAS,

By

/s/ Michael A. Kowalczuk

Name: Michael A. Kowalczuk

Title: Director

By

/s/ Nicolas Rabier

Name: Nicolas Rabier

Title: Managing Director

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Lender: BRANCH BANKING AND TRUST COMPANY,

By

/s/ Bradley Sands

Name: Bradley Sands

Title: Assistant Vice President

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Lender: Central Pacific Bank

By

/s/ Carl A. Morita

Name: Carl A. Morita

Title: Vice President

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Lender: COMPASS BANK

By

/s/ W. Brad Davis

Name: W. Brad Davis

Title: Senior Vice President

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Lender: E.Sun Commercial Bank, Ltd., Los Angeles Branch

By

/s/ Edward Chen

Name: Edward Chen

Title: SVP & General Manager

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Lender: FIFTH THIRD BANK,

By

/s/ Kenneth W. Deere

Name: Kenneth W. Deere

Title: Senior Vice President

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Lender: FIRST TENNESSEE BANK, NATIONAL
ASSOCIATION,

By

/s/ Jamie M. Swisher

Name: Jamie M. Swisher

Title: Vice President

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Lender: HSBC BANK USA, NATIONAL ASSOCIATION

By

/s/ Devin Moore

Name: Devin Moore

Title: Vice President

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Lender: KEYBANK NATIONAL ASSOCIATION

By

/s/ Marcel Fournier

Name: Marcel Fournier

Title: Vice President

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Lender: MIZUHO BANK, LTD.

By

/s/ Bertram H. Tang

Name: Bertram H. Tang

Title: Authorized Signatory

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Lender: PNC BANK, NATIONAL ASSOCIATION,

By

/s/ Susan J. Dimmick

Name: Susan J. Dimmick

Title: Senior Vice President

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Lender: RBS CITIZENS, NA,

By

/s/ William M. Clossey

Name: William M. Clossey

Title: Senior Vice President

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Lender: REGIONS BANK,

By

/s/ Stephen T. Hatch

Name: Stephen T. Hatch

Title: Vice President

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Lender: ROYAL BANK OF CANADA,

By

/s/ Mark Gronich

Name: Mark Gronich

Title: Authorized Signatory

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Lender: SUNTRUST BANK

By

/s/ Brian M. Lewis

Name: Brian M. Lewis

Title: Vice President

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Lender: SANTANDER BANK, N.A.,

By

/s/ William R. Rogers

Name: William R. Rogers

Title: Senior Vice President

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Lender: THE BANK OF EAST ASIA, LIMITED, NEW
YORK BRANCH

By

/s/ James Hua

Name: James Hua

Title: SVP

For any Lender requiring a second signature line:

By

/s/ Danny Leung

Name: Danny Leung

Title: SVP

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Lender: THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.

By

/s/ Lillian Kim

Name: Lillian Kim

Title: Director

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Lender: WELLS FARGO BANK, NATIONAL
ASSOCIATION,

By

/s/ Kay Reedy

Name: Kay Reedy

Title: Managing Director

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Lender: ZIONS FIRST NATIONAL BANK,

By

/s/ Thomas C. Etzel

Name: Thomas C. Etzel

Title: Senior Vice President

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Lender: MANUFACTURERS BANK,

By

/s/ Charles Jou

Name: Charles Jou

Title: Vice President

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Lender: FIRSTMERIT BANK, N.A.,

By

/s/ Robert G. Morlan

Name: Robert G. Morlan

Title: Senior Vice President

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Lender: Synovus Bank

By

/s/ John R. Frierson

Name: John R. Frierson

Title: Vice President

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Lender: AMERICAN SAVINGS BANK, F.S.B.,

By

/s/ Rian DuBach

Name: Rian DuBach

Title: Vice President

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Lender: CITIBANK N.A.,

By

/s/ Robert F. Parr

Name: Robert F. Parr

Title: Managing Director and VP

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Lender: THE NORTHERN TRUST

By

/s/ Kathryn Schad Reuther

Name: Kathryn Schad Reuther

Title: SVP

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Lender: UNICREDIT BANK AG, NEW YORK BRANCH

By

/s/ Douglas Riahi

Name: Douglas Riahi

Title: Managing Director

By

/s/ Pranav Surendranath

Name: Pranav Surendranath

Title: Vice President

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Lender: TD BANK, N.A.

By

/s/ Craig Welch

Name: Craig Welch

Title: Senior Vice President

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Lender: BANK OF CHINA, NEW YORK BRANCH

By

/s/ Haifeng Xu

Name: Haifeng Xu

Title: Assistant General Manager

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Lender: MORGAN STANLEY BANK, N.A.,

By

/s/ Scott Jensen

Name: Scott Jensen

Title: Authorized Signatory

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Lender: Sumitomo Mitsui Banking Corporation

By

/s/ Shuji Yabe

Name: Shuji Yabe

Title: Managing Director

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Lender: ROCKVILLE BANK

By

/s/ Carla Balesano

Name: Carla Balesano

Title: SVP

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Lender: STANDARD CHARTERED BANK,

By

/s/ Johanna Minaya

Name: Johanna Minaya

Title: Associate Director

By

/s/ Wong Moy Hiang

Name: Wong Moy Hiang

Title:

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Lender: MODERN BANK, NA,

By

/s/ Vera McVey

Name: Vera McVey

Title: Chief Credit Officer

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Lender: THE BANK OF NOVA SCOTIA

By

/s/ Eugene Dempsey

Name: Eugene Dempsey

Title: Director

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Lender: US BANK, NATIONAL ASSOCIATION

By

/s/ Steven L. Sawyer

Name: Steven L. Sawyer

Title: Senior Vice President

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Lender: THE BANK OF NEW YORK MELLON,

By

/s/ David Wirl

Name: David Wirl

Title: Managing Director

INCREMENTAL FACILITY AGREEMENT dated as of December 4, 2013 (this "Agreement") among NCR CORPORATION (the "Borrower"), the INCREMENTAL TERM LENDERS (as defined below) party hereto and JPMORGAN CHASE BANK, N.A. in its capacity as Administrative Agent (the "Administrative Agent") relating to the CREDIT AGREEMENT dated as of August 22, 2011, as amended and restated as of July 25, 2013 (as previously amended and in effect prior to the effectiveness of this Agreement, the "Credit Agreement") among the Borrower, the Lenders from time to time party thereto and the Administrative Agent.

WHEREAS the Lenders have agreed to extend credit to the Borrower under the Credit Agreement on the terms and subject to the conditions set forth therein. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

WHEREAS the Borrower has requested that, pursuant to Section 2.21 of the Credit Agreement, the Incremental Term Lenders provide Incremental Term Commitments and make Incremental Term Loans on the Incremental Effective Date (in each case, as defined below) to the Borrower in an aggregate principal amount of up to \$250,000,000, subject to the terms and conditions set forth herein and in the Credit Agreement.

WHEREAS each Person party hereto whose name is set forth on Schedule I hereto under the heading "Incremental Term Lenders" (each such Person, an "Incremental Term Lender") has agreed (i) to provide Incremental Term Commitments to the Borrower in the amount set forth opposite its name on such Schedule (such commitments, the "Incremental Term Commitments") and (ii) to make Incremental Term Loans (such loans, the "Incremental Term Loans") on the Incremental Effective Date to the Borrower in an aggregate principal amount not to exceed the Incremental Term Commitment of such Incremental Term Lender, in each case subject to the terms and conditions set forth herein and in the Credit Agreement.

WHEREAS this Agreement is an Incremental Facility Agreement entered into pursuant to Section 2.21 of the Credit Agreement to provide for the Incremental Term Commitments and the Incremental Term Loans made pursuant thereto referred to above.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Incremental Term Facility. (a) Subject to the terms and conditions set forth herein, each Incremental Term Lender agrees, severally and not jointly, to make, on the Incremental Effective Date, an Incremental Term Loan in a principal amount not to exceed the Incremental Term Commitment of such Incremental Term Lender. No Incremental Term Lender shall be responsible for any other Incremental Term Lender's failure to fund the Incremental Term Loans.

(b) The terms and conditions of the Incremental Term Loans made hereunder shall be identical to those terms and conditions (including the Applicable Rate) applicable to the Term Loans outstanding under the Credit Agreement immediately prior to the date hereof. In furtherance of the foregoing, the aggregate principal amount of Term Borrowings that the Borrower shall prepay pursuant to Section 2.10 of the Credit Agreement on the last day of each March, June, September and December, beginning with September 30, 2014, and ending with the last such day to occur prior to the Term Maturity Date, and on the Term Maturity Date, shall be increased by the amount set forth opposite such date in the table below (as such amount may be adjusted pursuant to paragraph (c) of Section 2.10 of the Credit Agreement):

<u>Scheduled Repayment Date</u>	<u>Repayment Amount</u>
September 30, 2014	\$ 3,125,000
December 31, 2014	\$ 3,125,000
March 31, 2015	\$ 3,125,000
June 30, 2015	\$ 3,125,000
September 30, 2015	\$ 4,687,500
December 31, 2015	\$ 4,687,500
March 31, 2016	\$ 4,687,500
June 30, 2016	\$ 4,687,500
September 30, 2016	\$ 6,250,000
December 31, 2016	\$ 6,250,000
March 31, 2017	\$ 6,250,000
June 30, 2017	\$ 6,250,000
September 30, 2017	\$ 6,250,000
December 31, 2017	\$ 6,250,000
March 31, 2018	\$ 6,250,000
Term Maturity Date	\$ 175,000,000

(c) Subject to the terms and conditions set forth herein, pursuant to Section 2.21 of the Credit Agreement, and effective as of the Incremental Effective Date, for all purposes of the Loan Documents, (i) the Incremental Term Commitments shall be “Commitments” and “Incremental Commitments” under the Credit Agreement, (ii) Incremental Term Loans made pursuant to the Incremental Term Commitments under the Credit Agreement shall be “Incremental Term Loans” and “Term Loans” under the Credit Agreement and shall constitute the same Class of “Loans” as the Term Loans outstanding under the Credit Agreement immediately prior to the making of the Incremental Term Loans, (iii) Borrowings of Incremental Term Loans shall constitute “Term Borrowings” under the Credit Agreement, including for purposes of mandatory prepayments under Section 2.11 of the Credit Agreement, (iv) the issuance of Incremental Term Loans shall be treated as a qualified reopening of the Term Loans outstanding under the Credit Agreement immediately prior to the Incremental Effective Date within the meaning of Section 1.1275-2(k) of the U.S. Treasury Regulations and

(v) each Incremental Term Lender shall be (or in the case of any Incremental Term Lender with a Commitment outstanding under the Credit Agreement immediately prior to the effectiveness of this Agreement, shall continue to be) a “Lender” and a “Term Lender” under the Credit Agreement and shall have all the rights and obligations of, and benefits accruing to, a Lender under the Credit Agreement and shall be bound by all agreements, acknowledgements and other obligations of Lenders.

(d) It is the intent of the parties hereto that all Incremental Term Loans made hereunder be included in each Borrowing of the Term Loans outstanding under the Credit Agreement immediately prior to the Incremental Effective Date on a pro rata basis. In furtherance of the foregoing, the Borrower shall deliver, in accordance with Section 2.07 of the Credit Agreement, an election to convert, on the Incremental Effective Date, all Borrowings of Term Loans outstanding under the Credit Agreement immediately prior to the Incremental Effective Date to a new Borrowing of the same Type and, in the case of a Eurocurrency Borrowing, having the same Interest Period, as the initial Borrowing of the Incremental Term Loans (as specified in the Borrowing Request in respect of the Incremental Term Loans delivered pursuant to Section 3 hereof).

(e) The Administrative Agent hereby consents to this Agreement and confirms that each Incremental Term Lender not already a Lender under the Credit Agreement immediately prior to the effectiveness of this Agreement is acceptable to it.

(f) Each Incremental Term Lender, by delivering its signature page to this Agreement on the Incremental Effective Date, shall be deemed to have acknowledged receipt of, and consented to and approved, each Loan Document and each other document required to be delivered to, or be approved by or satisfactory to, the Administrative Agent or any Class of Lenders on the Incremental Effective Date.

SECTION 2. Representations and Warranties. To induce the other parties hereto to enter into this Agreement, the Borrower hereby represents and warrants to the Administrative Agent, each Issuing Bank and the Lenders, including the Incremental Term Lenders, as of the Incremental Effective Date, that:

(a) This Agreement has been duly executed and delivered by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally, concepts of reasonableness and general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) On the Incremental Effective Date, and after giving effect to this Agreement and the transactions contemplated hereby to occur on such date, the representations and warranties of each Loan Party set forth in the Credit Agreement and in each other Loan Document are true and correct (i) in the case of the representations and warranties qualified as to materiality, in all respects, and (ii) otherwise, in all material respects, in each case as though made on and as of the Incremental Effective Date, except

in the case of any such representation and warranty that expressly relates to a prior date, in which case such representation and warranty is so true and correct on and as of such prior date.

(c) None of the Security Documents in effect on the Incremental Effective Date will be rendered invalid, non-binding or unenforceable against any Loan Party party thereto as a result of this Agreement. The guarantees created under such Security Documents will continue to guarantee the Obligations (including the Obligations attributable to the Incremental Term Loans) to the same extent as they guaranteed the Obligations immediately prior to the Incremental Effective Date. The Liens created under such Security Documents will continue to secure the Obligations (including such incremental Obligations), and will continue to be perfected, in each case, to the same extent as they secured the Obligations or were perfected immediately prior to the Incremental Effective Date, and no further document, instrument or agreement, or any recording, filing, re-recording or re-filing of any such Security Document or any notice of a Lien created thereby, is required, as a result of this Agreement in order to maintain the effectiveness, perfection and priority of such Liens or to maintain the validity, binding effect or enforceability of such guarantees of the Obligations.

(d) On and as of the Incremental Effective Date, no Default or Event of Default has occurred and is continuing, both immediately prior to and immediately after giving effect to the incurrence of the Incremental Term Commitments and the Incremental Term Loans in respect thereof.

(e) After giving effect to the incurrence of the Incremental Term Commitments and the making of Incremental Term Loans in respect thereof, (i) the Borrower will be in compliance on a Pro Forma Basis with the covenants contained in Section 6.12 and Section 6.13 of the Credit Agreement, recomputed as of the last day of the most-recently ended fiscal quarter of the Borrower for which financial statements shall have been delivered pursuant to Section 5.01(a) or 5.01(b) of the Credit Agreement and (ii) the Secured Leverage Ratio, computed on a Pro Forma Basis as of the last day of the most-recently ended fiscal quarter of the Borrower for which financial statements have been delivered pursuant to Section 5.01(a) or (b) of the Credit Agreement, would not exceed 2.50 to 1.00.

SECTION 3. Conditions to Effectiveness. This Agreement and the Incremental Term Commitments shall become effective on the date and at the time (the "Incremental Effective Date") on which each of the following conditions is first satisfied:

(a) The Administrative Agent shall have executed this Agreement and shall have received from the Borrower and each Incremental Term Lender (i) a counterpart of this Agreement signed on behalf of such party or (ii) evidence satisfactory to the Administrative Agent (which may include a facsimile transmission or other electronic transmission of a signed counterpart of this Agreement) that such party has signed a counterpart of this Agreement.

(b) The conditions set forth in paragraphs (a) and (b) of Section 4.02 of the Credit Agreement shall be satisfied on and as of the Incremental Effective Date, and the Administrative Agent shall have received a certificate, dated the Incremental Effective Date and signed by a Financial Officer of the Borrower, confirming compliance with (i) such conditions and (ii) the representations and warranties contained in Section 2 above, together with reasonably detailed calculations demonstrating compliance with Section 2(e) above.

(c) The Administrative Agent shall have received a favorable written opinion (addressed to the Administrative Agent, the Lenders (including the Incremental Term Lenders) and the Issuing Banks and dated the Incremental Effective Date) of each of (i) Skadden, Arps, Slate, Meagher & Flom LLP, counsel for the Borrower, (ii) local counsel for the Borrower in each jurisdiction in which any Loan Party is organized, and the laws of which are not covered by the opinion letter referred to in clause (i) above, and (iii) Edward Gallagher, internal counsel for the Borrower, in each case in form and substance reasonably satisfactory to the Administrative Agent.

(d) The Administrative Agent shall have received such board resolutions, secretary's certificates, officer's certificates and other documents as the Administrative Agent may reasonably request relating to the organization, existence and good standing of each Loan Party, the authorization of the transactions contemplated hereby and any other legal matters relating to the Loan Parties, the Loan Documents or the transactions contemplated hereby, all in form and substance reasonably satisfactory to the Administrative Agent.

(e) On the Incremental Effective Date, the Collateral and Guarantee Requirement, after giving effect to the First Amendment dated as of December 4, 2013 to the Credit Agreement, shall have been satisfied and the Administrative Agent shall have received a completed Perfection Certificate dated the Incremental Effective Date and signed by a Financial Officer of the Borrower, together with all attachments contemplated thereby, including the results of a search of the Uniform Commercial Code (or equivalent) filings made with respect to the Borrower and the Designated Subsidiaries in the jurisdictions contemplated by the Perfection Certificate, delivered prior to the Incremental Effective Date, and copies of the financing statements (or similar documents) disclosed by such search and evidence reasonably satisfactory to the Administrative Agent that the Liens indicated by such financing statements (or similar documents) are permitted by Section 6.02 of the Credit Agreement or have been or will contemporaneously with the initial funding of Incremental Term Loans on the Incremental Effective Date be released.

(f) The Borrower shall have notified the Administrative Agent of a request to borrow the Incremental Term Loans by telephone (a) in the case of a Eurocurrency Borrowing, not later than 11:00 a.m., New York City time, three Business Days before the Incremental Effective Date (or, such shorter period of time as may be agreed to by the Administrative Agent) or (b) in the case of an ABR Borrowing, not later than 11:00 a.m., New York City time, on the Incremental Effective Date, in each case in accordance with Section 2.03 of the Credit Agreement. Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or facsimile to the Administrative Agent of an executed written Borrowing Request.

(g) The Administrative Agent shall have received a certificate, substantially in the form of Exhibit H to the Credit Agreement, from the chief financial officer of the Borrower confirming the solvency of the Borrower and its subsidiaries on a consolidated basis on the Incremental Effective Date after giving effect to the transactions to be effected on the Incremental Effective Date.

(h) The Administrative Agent shall have received a reaffirmation agreement in form and substance reasonably satisfactory to the Administrative Agent, duly executed by each Loan Party, pursuant to which each Loan Party shall acknowledge that the Security Documents to which it is a party will remain in full force and effect, after giving effect to this Agreement and the transactions contemplated hereby, in accordance with their terms and will continue to apply in respect of the Credit Agreement and that the Obligations guaranteed or secured thereunder include (except with respect to Foreign Pledge Agreements subject to Section 6 below) all obligations created by this Agreement.

(i) The acquisition by the Borrower of Digital Insight Corporation (the "Acquisition") shall have been consummated, or substantially simultaneously with occurrence of the Incremental Amendment Effective Date and the Borrowing of the Incremental Term Loans shall be consummated, in accordance with the Agreement and Plan of Merger dated as of December 2, 2013, by and among Fandango Holdings Corporation, a Delaware corporation, the Borrower, Delivery Acquisition Corporation, a Delaware corporation and a wholly owned subsidiary of the Borrower, and the Stockholder Representative named therein (together with all schedules, exhibits and other attachments thereto, the "Acquisition Agreement") (and no provision of the Acquisition Agreement shall have been waived, amended, supplemented or otherwise modified in a manner materially adverse to the Incremental Term Lenders without the consent of the Administrative Agent (such consent not to be unreasonably withheld, delayed or conditioned)) (it being understood that (i) any decrease in the Acquisition consideration shall not be materially adverse to the interests of the Incremental Term Lenders so long as such decrease is allocated to reduce the senior unsecured bridge loan facility provided by banks and other financial institutions to the Borrower to provide a portion of the cash consideration payable for the Acquisition on a dollar-for-dollar basis, (ii) any increase in the Acquisition consideration which is funded solely with cash on hand or borrowings under the Borrower's existing credit facilities, and not with proceeds of other indebtedness shall not be materially adverse to the Incremental Term Lenders, (iii) the granting of any consent under the Acquisition Agreement that is not materially adverse to the interests of the Incremental Term Lenders shall not otherwise constitute an amendment or waiver and (iv) any amendment or modification to the definition of "Material Adverse Effect" in the Acquisition Agreement as in effect on the date hereof shall be deemed to be materially adverse to the Incremental Term Lenders).

(j) There not having occurred (a) except as set forth on Section 3.07 of the Disclosure Schedule to the Acquisition Agreement (as in effect on the date hereof),

between August 1, 2013 and December 2, 2013, any event, occurrence, development or state of circumstances or facts that has had or would reasonably be expected to have, individually or in the aggregate, a "Material Adverse Effect" (as defined in the Acquisition Agreement) or (b) since December 2, 2013, any "Material Adverse Effect" (as defined in the Acquisition Agreement); provided that for purposes of this paragraph (j), clause (A)(v) of the definition of "Material Adverse Effect" in the Acquisition Agreement shall not include any action taken, or failure to act, to which the Borrower has consented in writing unless the Administrative Agent shall have provided prior written consent thereto.

(k) The Administrative Agent shall have received all documentation and other information about the Borrower and the Loan Parties as has been reasonably requested by the Administrative Agent or the Lenders (including the Incremental Term Lenders) in writing at least five days prior to the Incremental Effective Date and that they reasonably determine is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the USA PATRIOT Act.

(l) The Administrative Agent shall have received, in immediately available funds, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Borrower under the Credit Agreement or under Section 4 below.

(m) The Administrative Agent shall have received payment from the Borrower, for the account of each Incremental Term Lender, an upfront fee (the "Incremental Term Fee") in an amount equal to 0.50% of the aggregate principal amount of the Incremental Term Loan made by such Incremental Term Lender on the Incremental Effective Date. The Incremental Term Fee shall be payable in immediately available funds and, once paid, such fee or any part thereof shall not be refundable.

(n) The Administrative Agent shall have received payment from the Borrower, for the account of each Term Lender holding a Term Loan outstanding under the Credit Agreement immediately prior to the Incremental Effective Date, (A) of all unpaid interest on such Term Loans accrued to the Incremental Effective Date and (B) of any amounts payable pursuant to Section 2.16 of the Credit Agreement as a result of the selection of new Interest Periods for Eurocurrency Borrowings commencing prior to the last day of their existing Interest Periods.

The Administrative Agent shall notify the Borrower and the Lenders (including the Incremental Term Lenders) of the Incremental Effective Date, and such notice shall be conclusive and binding. Notwithstanding the foregoing, the obligations of the Incremental Term Lenders to provide Incremental Term Commitments hereunder shall not become effective unless each of the foregoing conditions shall have been satisfied (or waived) at or prior to 5:00 p.m., New York City time, on March 2, 2014 (and, in the event such conditions shall not have been so satisfied or waived, the Incremental Term Commitments shall terminate at such time).

SECTION 4. Expenses. The Borrower agrees to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with this Agreement and the transactions contemplated hereby, including the reasonable fees, charges and disbursements of Cravath, Swaine & Moore LLP.

SECTION 5. Effect of this Agreement. (a) Except as expressly set forth herein, this Agreement shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Administrative Agent, the Issuing Banks or the Lenders under the Credit Agreement and the other Loan Documents, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any of the other Loan Documents, 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 Borrower 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 in similar or different circumstances.

(b) This Agreement shall constitute a "Loan Document" and an "Incremental Facility Agreement" for all purposes of the Credit Agreement the other Loan Documents.

SECTION 6. Post-Effectiveness Matters. To the extent such items have not been delivered as of the Incremental Effective Date, as soon as practicable, and in any event within 60 days after the Incremental Effective Date (or such later date as the Administrative Agent may agree to in its reasonable discretion), the Borrower and each other Loan Party shall (a) deliver such amendments to, or reaffirmations of, Foreign Pledge Agreements, and effect such filings or registrations with respect to Foreign Pledge Agreements, as may be necessary to ensure that the Obligations attributable to the Incremental Term Loans and extensions of credit thereunder are secured under each Foreign Pledge Agreement to the same extent as the other Obligations and (b) deliver or cause to be delivered to the Administrative Agent such documents and legal opinions of foreign counsel reasonably acceptable to the Administrative Agent as the Administrative Agent may reasonably request to confirm the foregoing.

SECTION 7. Applicable Law; Incorporation by Reference. **THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.** Notwithstanding anything to the contrary contained herein, the provisions of Sections 9.09 and 9.10 of the Credit Agreement are incorporated by reference herein, *mutatis mutandis*.

SECTION 8. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 9. Headings. The Section headings used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NCR CORPORATION,

By

/s/ Robert Fishman

Name: Robert Fishman

Title: Senior Vice President and Chief Financial
Officer

JPMORGAN CHASE BANK, N.A., as an Incremental Term
Lender, Administrative Agent, Issuing Bank and Swingline
Lender

By

/s/ Peter B. Thauer

Name: Peter B. Thauer

Title: Managing Director

SIGNATURE PAGE TO THE INCREMENTAL FACILITY
AGREEMENT RELATING TO THE NCR CORPORATION
CREDIT AGREEMENT

Name of Incremental Term Lender: Bank of America, N.A.

By

/s/ Jeannette Lu

Name: Jeannette Lu

Title: Vice President

SIGNATURE PAGE TO THE INCREMENTAL FACILITY
AGREEMENT RELATING TO THE NCR CORPORATION
CREDIT AGREEMENT

Name of Incremental Term Lender: ROYAL BANK OF CANADA

By

/s/ Mark Gronich

Name: Mark Gronich

Title: Authorized Signatory

SIGNATURE PAGE TO THE INCREMENTAL FACILITY
AGREEMENT RELATING TO THE NCR CORPORATION
CREDIT AGREEMENT

Name of Incremental Term Lender: FIFTH THIRD BANK

By

/s/ Kenneth W. Deere

Name: Kenneth W. Deere

Title: Senior Vice President

SIGNATURE PAGE TO THE INCREMENTAL FACILITY
AGREEMENT RELATING TO THE NCR CORPORATION
CREDIT AGREEMENT

Name of Incremental Term Lender: SUNTRUST BANK

By

/s/ Brian M. Lewis

Name: Brian M. Lewis

Title: Vice President

SIGNATURE PAGE TO THE INCREMENTAL FACILITY
AGREEMENT RELATING TO THE NCR CORPORATION
CREDIT AGREEMENT

Name of Incremental Term Lender: WELLS FARGO BANK, NATIONAL ASSOCIATION

By

/s/ Kay Reedy

Name: Kay Reedy

Title: Managing Director

SIGNATURE PAGE TO THE INCREMENTAL FACILITY
AGREEMENT RELATING TO THE NCR CORPORATION
CREDIT AGREEMENT

Name of Incremental Term Lender: The Bank of Tokyo-Mitsubishi UFJ, Ltd.

By

/s/ Lillian Kim

Name: Lillian Kim

Title: Director

SIGNATURE PAGE TO THE INCREMENTAL FACILITY
AGREEMENT RELATING TO THE NCR CORPORATION
CREDIT AGREEMENT

Name of Incremental Term Lender: BNP PARIBAS

By

/s/ Brendan Heneghan

Name: Brendan Heneghan

Title: Vice President

By

/s/ Nicole Mitchell

Name: Nicole Mitchell

Title: Vice President

SIGNATURE PAGE TO THE INCREMENTAL FACILITY
AGREEMENT RELATING TO THE NCR CORPORATION
CREDIT AGREEMENT

Name of Incremental Term Lender: Mizuho Bank, Ltd.

By

/s/ Bertram H. Tang

Name: Bertram H. Tang

Title: Authorized Signatory

SIGNATURE PAGE TO THE INCREMENTAL FACILITY
AGREEMENT RELATING TO THE NCR CORPORATION
CREDIT AGREEMENT

Name of Incremental Term Lender: HSBC Bank USA, National Association

By

/s/ Devin Moore

Name: Devin Moore

Title: Vice President

SIGNATURE PAGE TO THE INCREMENTAL FACILITY
AGREEMENT RELATING TO THE NCR CORPORATION
CREDIT AGREEMENT

Name of Incremental Term Lender: PNC Bank, National Association

By

/s/ Susan J. Dimmick

Name: Susan J. Dimmick

Title: Senior Vice President

SIGNATURE PAGE TO THE INCREMENTAL FACILITY
AGREEMENT RELATING TO THE NCR CORPORATION
CREDIT AGREEMENT

Name of Incremental Term Lender: Compass Bank

By

/s/ W. Brad Davis

Name: W. Brad Davis

Title: Senior Vice President

SIGNATURE PAGE TO THE INCREMENTAL FACILITY
AGREEMENT RELATING TO THE NCR CORPORATION
CREDIT AGREEMENT

Name of Incremental Term Lender: SANTANDER BANK, N.A.

By

/s/ William R. Rogers

Name: William R. Rogers

Title: Senior Vice President

SIGNATURE PAGE TO THE INCREMENTAL FACILITY
AGREEMENT RELATING TO THE NCR CORPORATION
CREDIT AGREEMENT

Name of Incremental Term Lender: RBS Citizens, NA

By

/s/ William M. Clossey

Name: William M. Clossey

Title: Senior Vice President

**Incremental Term
Commitments**

<u>Incremental Term Lenders</u>	<u>Incremental Term Commitment</u>
JPMorgan Chase Bank, N.A.	\$ 40,000,000
Bank of America, N.A.	\$ 40,000,000
Royal Bank of Canada	\$ 40,000,000
Fifth Third Bank	\$ 20,000,000
SunTrust Bank	\$ 15,000,000
Wells Fargo Bank, N.A.	\$ 15,000,000
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	\$ 10,000,000
BNP Paribas	\$ 10,000,000
Mizuho Bank, Ltd.	\$ 10,000,000
HSBC Bank USA National Association	\$ 10,000,000
PNC Bank, National Association	\$ 10,000,000
Compass Bank	\$ 10,000,000
Santander Bank, N.A.	\$ 10,000,000
RBS Citizens, N.A.	\$ 10,000,000
Total	\$ 250,000,000



NEWS RELEASE

NCR Corporation announces offering of senior notes

DULUTH, Georgia – December 5, 2013 – NCR Corporation (NYSE: NCR) (the “Company”) announced today the intention of NCR Escrow Corp., a newly formed Delaware corporation and wholly owned subsidiary of the Company, to offer \$400 million aggregate principal amount of senior notes due 2021 (the “2021 Notes”), \$400 million aggregate principal amount of senior notes due 2023 (the “2023 Notes”) and \$300 million aggregate principal amount of senior notes due 2025 (the “2025 Notes” and, together with the 2021 Notes and the 2023 Notes, the “Notes”), subject to market and customary conditions.

NCR Escrow Corp. will initially deposit the net proceeds from the offering into a segregated escrow account. The Company intends to use the net proceeds from the offering, together with cash, incremental term loans and additional borrowings under the Company’s revolving credit facility, to finance the previously announced acquisition of Digital Insight Corporation (“Digital Insight”) through a merger with Fandango Holdings Corporation, the parent of Digital Insight (the “Acquisition”). At the time of the closing of the Acquisition, (1) NCR Escrow Corp. will merge with and into the Company, with the Company continuing as the surviving corporation, (2) the Company will assume all of NCR Escrow Corp.’s obligations under the Notes and the related indentures (the “Assumption”) and (3) subject to the satisfaction of certain other conditions, the net proceeds from the offering will be released from the escrow account to the Company. If the Acquisition is not consummated, NCR Escrow Corp. will be required to redeem each series of Notes at a redemption price equal to 100% of the principal amount of such series of Notes, plus accrued and unpaid interest to, but excluding, the redemption date.

Prior to the Assumption, the Notes will not be guaranteed by the Company or any of its subsidiaries. Following the Assumption, the Notes will be senior unsecured obligations of the Company and will be guaranteed by NCR International Inc., a Delaware corporation, and Radiant Systems, Inc., a Georgia corporation.

The Notes and the related subsidiary guarantees will be offered in the United States to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), and outside the United States pursuant to Regulation S under the Securities Act. The Notes and the related subsidiary guarantees have not been registered under the Securities Act and may not be offered or sold in the United States without registration or an applicable exemption from the registration requirements.

This press release shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of Notes in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

About NCR Corporation

NCR Corporation (NYSE: NCR) is the global leader in consumer transaction technologies, turning everyday interactions with businesses into exceptional experiences. With its software, hardware, and portfolio of services, NCR enables more than 450 million

transactions daily across the retail, financial, travel, hospitality, telecom and technology industries. NCR solutions run the everyday transactions that make your life easier.

NCR is headquartered in Duluth, Georgia with over 26,000 employees and does business in 180 countries. NCR is a trademark of NCR Corporation in the United States and other countries.

Media Contact

Jeff Dudash
NCR Public Relations
919.435.6976
jeff.dudash@ncr.com

Investor Contact

Tracy Krumme
NCR Investor Relations
212.589.8569
tracy.krumme@ncr.com

Forward-Looking Statements

This news release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements use words such as “seek,” “potential,” “expect,” “strive,” “continue,” “continuously,” “accelerate,” “anticipate,” “outlook,” “intend,” “plan,” “target,” “believe,” “estimate,” “forecast,” “pursue” and other similar expressions or future or conditional verbs such as “will,” “should,” “would” and “could.” They include statements as to NCR’s anticipated or expected results; future financial performance; projections of revenue, profit growth and other financial items; the use of proceeds from the offering of the Notes; NCR’s plans for the business of Digital Insight Corporation; discussion of other strategic initiatives and related actions; comments about future market or industry performance or behaviors; and beliefs, expectations, intentions, and strategies, among other things. Forward-looking statements are based on management’s current beliefs, expectations and assumptions and involve a number of known and unknown risks and uncertainties, many of which are outside of our control. Forward-looking statements are not guarantees of future performance, and there are a number of factors, risks and uncertainties that could cause actual outcomes to differ materially from results contemplated by such forward-looking statements. These and other risks, assumptions and uncertainties are described in our most recent Annual Report on Form 10-K and in other documents that we file or furnish with the Securities and Exchange Commission, which you are encouraged to read. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date they are made. NCR expressly disclaims any current intention to update publicly any forward-looking statement after the distribution of this release, whether as a result of new information, future events, changes in assumptions or otherwise.