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

SCHEDULE TO
(RULE 14d-100)

Tender Offer Statement Pursuant to Section 14(d)(1) or 13(e)(1) of the Securities Exchange Act of 1934

Radiant Systems, Inc.
(Name of Subject Company Issuer)

Ranger Acquisition Corporation
and
NCR Corporation
(Names of Filing Persons – Offeror)

COMMON STOCK, NO PAR VALUE
(Title of Class of Securities)

75025N102
(CUSIP Number of Class of Securities)

Jennifer M. Daniels, Esq.
NCR Corporation
3097 Satellite Boulevard
Duluth, GA 30096
(937) 445-5000
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications on Behalf of Filing Persons)

Copy to:

Betty O. Temple, Esq.
Womble Carlyle Sandridge & Rice, PLLC
271 17th Street, NW
Suite 2400
Atlanta, Georgia 30363-1017
(404) 872-7000

CALCULATION OF FILING FEE

Transaction Valuation (1)	Amount of Filing Fee (2)
$1,189,333,333.77	$138,081.60

(1) Estimated solely for purposes of calculating the filing fee. The transaction value was determined by adding (i) the product of (x) the offer price of $28.00 net per share in cash (the "Offer Price") and (y) 40,646,001 shares of common stock, without par value ("Shares") of Radiant Systems, Inc. outstanding as of July 7, 2011 (including 1,045,751 Shares issued in the form of restricted stock); (ii) $50,455,873.77, which is the intrinsic value of the outstanding options (i.e., the excess of $28.00 over the per share exercise price); and (iii) the product of (x) the Offer Price and (y) 28,194 Shares subject to outstanding rights to receive Shares, as of July 7, 2011, the value of which is determined by reference to the Shares.

(2) The amount of the filing fee, calculated in accordance with Rule 0-11 of the Securities Exchange Act of 1934, as amended, and Fee Rate Advisory #5 for Fiscal Year 2011, issued December 22, 2010 equals $116.10 per million of the Transaction Valuation.

☐ Check the box if any part of the fee is offset as provided by Rule 0-11 (a) (2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: None — Filing Party: Not applicable

Form or Registration No.: Not applicable — Date Filed: Not applicable

☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

☒ third-party tender offer subject to Rule 14d-1.

☐ issuer tender offer subject to Rule 13e-4.

☐ going-private transaction subject to Rule 13e-3.

☐ amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer: ☐

CUSIP Number:
75025N102

This Tender Offer Statement on Schedule TO is filed by NCR Corporation, a Maryland corporation ("*NCR*"), and Ranger Acquisition Corporation, a Georgia corporation ("*Purchaser*") and a wholly-owned subsidiary of NCR. This Schedule TO relates to the offer by Purchaser to purchase all outstanding shares of common stock, no par value per share (the "*Shares*"), of Radiant Systems, Inc., a Georgia corporation ("*Radiant*"), at a purchase price of $28.00 per Share, net to the seller in cash, without interest thereon and less applicable withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated July 25, 2011 (the "*Offer to Purchase*"), and in the related Letter of Transmittal, copies of which are attached hereto as Exhibits (a)(1)(A) and (a)(1)(B), respectively (which, together with any amendments or supplements thereto, collectively constitute the "*Offer*"). This Schedule TO is being filed on behalf of NCR and Purchaser. Unless otherwise indicated, references to sections in this Schedule TO are references to sections of the Offer to Purchase.

Item 1. ***Summary Term Sheet.***

The information set forth in the "Summary Term Sheet" in the Offer to Purchase is incorporated herein by reference.

Item 2. ***Subject Company Information.***

(a) The name of the subject company and the issuer of the securities to which this Schedule TO relates is Radiant Systems, Inc., a Georgia corporation. Radiant's principal executive offices are located at 3925 Brookside Parkway, Alpharetta, Georgia 30022 and its telephone number at such principal executive offices is (770) 576-6000.

(b) This Tender Offer Statement on Schedule TO relates to Purchaser's offer to purchase all outstanding Shares. According to Radiant, as of the close of business on July 7, 2011, there were 40,646,001 Shares issued and outstanding (including 1,045,751 Shares issued in the form of restricted stock), 2,838,776 Shares subject to outstanding options, and 28,194 Shares subject to outstanding rights to receive Shares, the value of which is determined by reference to the Shares.

(c) The information set forth in Section 6— "Price Range of Shares; Dividends" of the Offer to Purchase is incorporated herein by reference.

Item 3. ***Identity and Background of Filing Person.***

(a)-(c) This Tender Offer Statement on Schedule TO is filed by NCR and Purchaser. The information set forth in Section 9— "Certain Information Concerning Purchaser and NCR" of, and Schedule I to, the Offer to Purchase is incorporated herein by reference.

Item 4. ***Terms of the Transaction.***

(a)(1)(i)-(viii), (xii) The information set forth in the sections of the Offer to Purchase entitled "Summary Term Sheet," "Introduction," Section 1— "Terms of the Offer," Section 2— "Acceptance for Payment; Payment," Section 3— "Procedure for Tendering Shares," Section 4— "Withdrawal Rights," Section 5— "Material United States Federal Income Tax Consequences," Section 7— "Possible Effects of the Offer on the Market for the Shares; Stock Listing; Registration under the Exchange Act; Margin Regulations" and Section 14— "Conditions of the Offer" is incorporated herein by reference.

(a)(1)(ix), (x) and (xi) Not applicable.

(a)(2)(i)-(iv) and (vii) The information set forth in the sections of the Offer to Purchase entitled Section 5— "Material United States Federal Income Tax Consequences," Section 11—"Background of the Offer; Contacts with Radiant; The Merger Agreement" and Section 12—"Purpose of the Offer; Plans for Radiant; Dissenters' Rights" is incorporated herein by reference.

(a)(2)(v)-(vi) Not applicable.

Item 5. ***Past Contacts, Transactions, Negotiations and Agreements.***

(a),(b) The information set forth in the sections of the Offer to Purchase entitled "Summary Term Sheet," "Introduction," Section 9— "Certain Information Concerning Purchaser and NCR," Section 11— "Background of the Offer; Contacts with Radiant; The Merger Agreement" and Section 12— "Purpose of the Offer; Plans for Radiant; Dissenters' Rights" is incorporated herein by reference.

Item 6. ***Purposes of the Transaction and Plans or Proposals.***

(a),(c)(1-7) The information set forth in the sections of the Offer to Purchase entitled "Summary Term Sheet," "Introduction," Section 6— "Price Range of Shares; Dividends," Section 7— "Possible Effects of the Offer on the Market for the Shares; Stock Listing; Registration under the Exchange Act; Margin Regulations," Section 11— "Background of the Offer; Contacts with Radiant; The Merger Agreement," Section 12— "Purpose of the Offer; Plans for Radiant; Dissenters' Rights" and Section 13— "Dividends and Distributions" is incorporated herein by reference.

Item 7. ***Source and Amount of Funds or Other Consideration.***

(a),(b),(d) The information set forth in the sections of the Offer to Purchase entitled "Summary Term Sheet" and Section 10— "Source and Amount of Funds" is incorporated herein by reference.

Item 8. ***Interest in Securities of the Subject Company.***

(a),(b) The information set forth in the sections of the Offer to Purchase entitled Section 9— "Certain Information Concerning Purchaser and NCR," and Section 12— "Purpose of the Offer; Plans for Radiant; Dissenters' Rights" is incorporated herein by reference.

Item 9. ***Persons/Assets, Retained, Employed, Compensated or Used.***

(a) The information set forth in the section of the Offer to Purchase entitled Section 16— "Fees and Expenses" is incorporated herein by reference.

Item 10. ***Financial Statements.***

(a), (b) Not applicable.

Item 11. ***Additional Information.***

(a)(1) The information set forth in the sections of the Offer to Purchase entitled Section 11— "Background of the Offer; Contacts with Radiant; The Merger Agreement" and Section 12— "Purpose of the Offer; Plans for Radiant; Dissenters' Rights" is incorporated herein by reference.

(a)(2) The information set forth in the sections of the Offer to Purchase entitled Section 12— "Purpose of the Offer; Plans for Radiant; Dissenters' Rights," Section 14— "Conditions of the Offer" and Section 15— "Certain Legal Matters; Regulatory Approvals" is incorporated herein by reference.

(a)(3) The information set forth in the sections of the Offer to Purchase entitled Section 14— "Conditions of the Offer" and Section 15— "Certain Legal Matters; Regulatory Approvals" is incorporated herein by reference.

(a)(4) The information set forth in the section of the Offer to Purchase entitled Section 7— "Possible Effects of the Offer on the Market for the Shares; Stock Listing; Registration under the Exchange Act; Margin Regulations" is incorporated herein by reference.

(a)(5) The information set forth in the section of the Offer to Purchase entitled Section 15— "Certain Legal Matters; Regulatory Approvals" is incorporated herein by reference.

(c) The information set forth in the Offer to Purchase is incorporated herein by reference.

Item 12. ***Exhibits.***

(a)(1)(A)	Offer to Purchase dated July 25, 2011.*
(a)(1)(B)	Form of Letter of Transmittal (including Form W-9).*
(a)(1)(C)	Form of Notice of Guaranteed Delivery.*
(a)(1)(D)	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.*
(a)(1)(E)	Form of Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.*
(a)(1)(F)	Form of Summary Advertisement as published on July 25, 2011 in *The Wall Street Journal*.*
(a)(2)	Not applicable
(a)(3)	Not applicable
(a)(4)	Not applicable
(a)(5)(A)	Joint Press Release issued by NCR and Radiant on July 11, 2011, incorporated herein by reference to Exhibit 99.1 to the Form 8-K filed by NCR on July 11, 2011.
(a)(5)(B)	Investor Presentation dated July 11, 2011, incorporated herein by reference to Exhibit 99.2 to the Form 8-K filed by NCR on July 11, 2011.

(a)(5)(C)	Transcript of call with analysts and investors held on July 11, 2011, incorporated herein by reference to Exhibit 99.7 to the Schedule TO-C filed by NCR on July 12, 2011.
(a)(5)(D)	Article 13 of the Georgia Business Corporation Code *
(a)(5)(E)	Press release issued by NCR on July 25, 2011.*
(a)(5)(F)	Complaint filed by Jay Phelps in the Superior Court of Fulton County in the State of Georgia on July 14, 2011.*
(a)(5)(G)	Complaint filed by City of Worcester Retirement System in the Superior Court of Fulton County in the State of Georgia on July 15, 2011.*
(a)(5)(H)	Complaint filed by Oakland County Employees' Retirement System in the Superior Court of Fulton County in the State of Georgia on July 18, 2011.*
(b)	Commitment Letter dated as of July 11, 2011 among NCR Corporation, JPMorgan Chase Bank, N.A., J.P. Morgan Securities LLC, Bank of America, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley Senior Funding, Inc. and RBC Capital Markets. *
(d)(1)	Agreement and Plan of Merger, dated as of July 11, 2011, by and among NCR Corporation, Ranger Acquisition Corporation and Radiant Systems, Inc., incorporated herein by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by NCR on July 12, 2011.
(d)(2)	Tender and Voting Agreement, dated as of July 11, 2011, by and among NCR Corporation, Ranger Acquisition Corporation and certain shareholders of Radiant Systems, Inc., incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by NCR on July 12, 2011.
(d)(3)	First Amendment to Tender and Voting Agreement, dated as of July 21, 2011, by and among NCR Corporation, Ranger Acquisition Corporation and certain shareholders of Radiant Systems, Inc., incorporated herein by reference to Exhibit 10.2 to the Current Report on Form 8-K/A filed by NCR on July 21, 2011.
(d)(4)	Noncompetition Agreement, dated as of July 11, 2011, by and between NCR, Radiant and John Heyman. *
(d)(5)	Noncompetition Agreement, dated as of July 11, 2011, by and between NCR, Radiant and Alon Goren. *
(d)(6)	Retention Agreement, dated as of July 11, 2011, by and between NCR, Radiant and Andrew S. Heyman. *

(d)(7) Offer Letter, dated as of July 11, 2011, by and between NCR and Andrew S. Heyman. *

(d)(8) Mutual Nondisclosure Agreement, dated as of May 27, 2011, by and between NCR Corporation and Radiant Systems, Inc.*

(d)(9) Exclusivity Agreement, dated as of June 30, 2011, by and between NCR Corporation and Radiant Systems, Inc.*

(g) Not applicable.

(h) Not applicable.

* Filed herewith

Item 13. ***Information Required by Schedule 13E-3.***

Not applicable.

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: July 25, 2011

NCR CORPORATION

By: /s/ William Nuti
Name: William Nuti
Title: Chairman of the Board, Chief Executive Officer, President

RANGER ACQUISITION CORPORATION

By: /s/ John G. Bruno
Name: John G. Bruno
Title: Chief Executive Officer and President

EXHIBIT INDEX

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Chase Bank, N.A., J.P. Morgan Securities LLC, Bank of America, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley Senior Funding, Inc. and RBC Capital Markets. *

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(g) Not applicable.

(h) Not applicable.

* Filed herewith

Index to Financial Statements

Exhibit (a)(1)(A)

Offer to Purchase for Cash

All Outstanding Shares of Common Stock
of
Radiant Systems, Inc.
at
$28.00 Net Per Share
by
Ranger Acquisition Corporation
a wholly-owned subsidiary of
NCR Corporation

THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, AT THE END OF THE DAY ON AUGUST 19, 2011, UNLESS THE OFFER IS EXTENDED.

THIS OFFER TO PURCHASE IS BEING MADE PURSUANT TO AN AGREEMENT AND PLAN OF MERGER, DATED AS OF JULY 11, 2011 (THE "MERGER AGREEMENT"), BY AND AMONG NCR CORPORATION ("NCR"), RANGER ACQUISITION CORPORATION ("PURCHASER") AND RADIANT SYSTEMS, INC. ("RADIANT"). PURCHASER, A WHOLLY-OWNED SUBSIDIARY OF NCR, IS OFFERING TO PURCHASE ALL OUTSTANDING SHARES OF COMMON STOCK, NO PAR VALUE PER SHARE ("SHARES"), OF RADIANT FOR $28.00 PER SHARE, NET TO THE SELLER, IN CASH, WITHOUT INTEREST AND LESS APPLICABLE WITHHOLDING TAXES, UPON THE TERMS AND SUBJECT TO THE CONDITIONS SET FORTH IN THIS OFFER TO PURCHASE AND THE RELATED LETTER OF TRANSMITTAL (WHICH TOGETHER WITH ANY AMENDMENTS OR SUPPLEMENTS THERETO, CONSTITUTE THE "OFFER").

RADIANT'S BOARD OF DIRECTORS UNANIMOUSLY (1) DETERMINED THAT THE OFFER, THE MERGER OF PURCHASER WITH AND INTO RADIANT (THE "MERGER"), THE MERGER AGREEMENT AND THE OTHER TRANSACTIONS CONTEMPLATED BY THE MERGER AGREEMENT ARE FAIR TO AND IN THE BEST INTERESTS OF RADIANT AND ITS SHAREHOLDERS; (2) APPROVED, ADOPTED AND DECLARED ADVISABLE THE MERGER AGREEMENT, INCLUDING THE OFFER AND THE MERGER; AND (3) RESOLVED TO RECOMMEND THAT THE SHAREHOLDERS OF RADIANT TENDER THEIR SHARES PURSUANT TO THE OFFER, AND, TO THE EXTENT REQUIRED BY APPLICABLE LAW, APPROVE THE MERGER AND THE MERGER AGREEMENT.

THE OFFER IS NOT SUBJECT TO ANY FINANCING CONDITION. THE OFFER IS, HOWEVER, CONDITIONED UPON (1) THERE HAVING BEEN VALIDLY TENDERED (NOT INCLUDING SHARES TENDERED PURSUANT TO PROCEDURES FOR GUARANTEED DELIVERY) AND NOT VALIDLY WITHDRAWN PRIOR TO THE EXPIRATION OF THE OFFER THAT NUMBER OF SHARES WHICH, WHEN ADDED TO THE SHARES ALREADY OWNED BY NCR AND ITS SUBSIDIARIES, REPRESENTS AT LEAST A MAJORITY OF THE TOTAL NUMBER OF OUTSTANDING SHARES ON A "FULLY DILUTED BASIS" (WHICH ASSUMES CONVERSION OR EXERCISE OF ALL DERIVATIVE SECURITIES CONVERTIBLE OR EXERCISABLE INTO SHARES REGARDLESS OF THE CONVERSION OR EXERCISE PRICE, THE VESTING SCHEDULE OR OTHER TERMS AND CONDITIONS THEREOF) ON THE EXPIRATION OF THE OFFER, WHICH IS REFERRED TO AS THE "MINIMUM TENDER CONDITION;" (2) ANY WAITING PERIOD (AND ANY EXTENSION THEREOF) APPLICABLE TO THE OFFER OR THE MERGER UNDER THE HART-SCOTT-RODINO ANTITRUST IMPROVEMENTS ACT OF 1976, AS AMENDED, THE SHERMAN ACT, AS AMENDED, THE CLAYTON ACT, AS AMENDED AND THE FEDERAL TRADE COMMISSION ACT, AS AMENDED (COLLECTIVELY, A "COMPETITION LAW"), HAVING BEEN TERMINATED OR HAVING EXPIRED, OR ANY MATERIAL CLEARANCE, CONSENT, APPROVAL, ORDER, AUTHORIZATION, NOTICE TO OR FILING WITH ANY GOVERNMENTAL ENTITY THAT IS REQUIRED TO BE OBTAINED OR MADE IN CONNECTION WITH THE OFFER HAVING BEEN SO MADE OR OBTAINED, WHICH IS REFERRED TO AS THE "COMPETITION LAW AND GOVERNMENTAL CONSENT CONDITION;" AND (3) OTHER CONDITIONS SET FORTH IN EXHIBIT A TO THE MERGER AGREEMENT. A SUMMARY OF THE PRINCIPAL TERMS OF THE OFFER APPEARS ON PAGES (1) THROUGH (6). YOU SHOULD READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE DECIDING WHETHER TO TENDER YOUR SHARES.

The Dealer Manager for the Offer is:

J.P.Morgan

J.P. Morgan Securities LLC
383 Madison Ave, 5th Floor
New York, NY 10179
Toll free: (877) 371-5947

IMPORTANT

Any Radiant shareholder desiring to tender Shares in the Offer should either (i) complete and sign the Letter of Transmittal (or a facsimile thereof) in accordance with the instructions in the Letter of Transmittal, and mail or deliver the Letter of Transmittal together with the certificates representing tendered Shares and all other required documents to BNY Mellon Shareowner Services, the Depositary for the Offer, or tender such Shares pursuant to the procedure for book-entry transfer set forth in The Offer-Section 3—"Procedures for Tendering Shares-Book-Entry Transfer" or (ii) request such shareholder's broker, dealer, commercial bank, trust company or other nominee to effect the transaction for such shareholder. Shareholders whose Shares are registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such person if they desire to tender their Shares.

Any shareholder who desires to tender Shares and whose certificates representing such Shares are not immediately available, or who cannot comply with the procedures for book-entry transfer on a timely basis, may tender such Shares pursuant to the guaranteed delivery procedure set forth in The Offer-Section 3 —"Procedures for Tendering Shares-Guaranteed Delivery".

* * *

Questions and requests for assistance may be directed to the Information Agent at the address and telephone numbers set forth on the back cover of this Offer to Purchase. The Dealer Manager (as defined herein) may be contacted at its address and telephone number on the back cover of this Offer to Purchase. Additional copies of this Offer to Purchase, the Letter of Transmittal, the Notice of Guaranteed Delivery and other related materials may be obtained from the Information Agent or from brokers, dealers, commercial banks and trust companies. Copies of these materials may also be found at the website maintained by the SEC at www.sec.gov.

THIS OFFER TO PURCHASE AND THE RELATED LETTER OF TRANSMITTAL CONTAIN IMPORTANT INFORMATION, AND YOU SHOULD CAREFULLY READ BOTH IN THEIR ENTIRETY BEFORE MAKING A DECISION WITH RESPECT TO THE OFFER.

July 25, 2011

Index to Financial Statements

TABLE OF CONTENTS

SUMMARY TERM SHEET

Ranger Acquisition Corporation ("Purchaser"), a wholly-owned subsidiary of NCR Corporation ("NCR"), is offering to purchase all outstanding shares of common stock, no par value per share ("Shares"), of Radiant Systems, Inc. ("Radiant") for $28.00 per share, net to the seller in cash (the "Offer Price"), without interest and less applicable withholding taxes, upon the terms and subject to the conditions set forth in this Offer to Purchase and the related Letter of Transmittal (the "Offer"). The following are some of the questions you, as a Radiant shareholder, may have and answers to those questions. You should carefully read this Offer to Purchase and the accompanying Letter of Transmittal in their entirety because the information in this summary term sheet is not complete and additional important information is contained in the remainder of this Offer to Purchase and the Letter of Transmittal.

Who is offering to buy my shares?

Our name is Ranger Acquisition Corporation. We are a Georgia corporation formed for the purpose of making this tender offer for all of the common stock of Radiant. We are a wholly-owned subsidiary of NCR Corporation, a Maryland corporation. See The Offer-Section 9—"Certain Information Concerning Purchaser and NCR".

What securities are you offering to purchase?

We are offering to purchase all of the outstanding common stock, no par value per share, of Radiant. We refer to one share of Radiant's common stock as a "share" or "Share". See "Introduction".

How much are you offering to pay for my shares and what is the form of payment?

We are offering to pay you $28.00 per share in cash without interest and less applicable withholding taxes. If you are the record holder of your shares of Radiant (*i.e.*, a stock certificate has been issued to you and registered in your name) and you directly tender your shares in the Offer to BNY Mellon Shareowner Services, the depositary for the Offer, you will not have to pay brokerage fees or commissions. If you own your shares through a broker, bank or other nominee, and your broker, bank or other nominee tenders your shares on your behalf, your broker, bank or other nominee may charge you a fee for doing so. You should consult your broker, bank or other nominee to determine whether any charges will apply. See "Introduction".

Do you have the financial resources to pay for the shares?

Yes. NCR will provide us with sufficient funds to pay for all shares accepted for payment in the Offer. We will need approximately $1.26 billion to purchase all shares of Radiant common stock validly tendered in the Offer, to pay the merger consideration in connection with the merger of us into Radiant, which is expected to follow the successful completion of the tender offer and to pay related fees and expenses. A portion of the approximately $1.26 billion is expected to come from NCR's cash on hand, new financing arrangements or the committed credit facilities described below. NCR has received commitments from JPMorgan Chase Bank, N.A., J.P. Morgan Securities LLC, Bank of America, N.A., Merrill Lynch Pierce Fenner & Smith Incorporated, Morgan Stanley Senior Funding, Inc. and RBC Capital Markets to provide, or cause their respective affiliates to provide, $1.4 billion of senior secured credit facilities, which may be used to, among other things, provide a portion of the proceeds necessary to consummate the acquisition of Shares in the Offer, to pay the merger consideration in connection with the merger of Purchaser into Radiant and to pay related fees and expenses. Consummation of the Offer is not subject to any financing condition. See The Offer-Section 10—"Source and Amount of Funds."

Is your financial condition relevant to my decision to tender in the Offer?

No. We do not think our financial condition is relevant to your decision whether to tender Shares and accept the Offer because:

- the Offer is being made for all outstanding shares of Radiant common stock solely for cash;

- we, through our parent company, NCR, will have sufficient funds to purchase all Shares validly tendered, and not withdrawn, in the Offer and to provide funding for the Merger, which is expected to follow the successful completion of the Offer, and the other related transactions;
- the consummation of the Offer is not subject to any financing condition; and
- if we consummate the Offer, we expect to acquire any remaining Shares for the same cash per share price in a subsequent offering period or in the Merger.

See The Offer-Section 10—"Source and Amount of Funds."

Has Radiant's Board of Directors approved the Offer?

Yes. The Offer is being made pursuant to an Agreement and Plan of Merger, dated as of July 11, 2011, by and among NCR, Purchaser and Radiant (the "Merger Agreement"). Radiant's board of directors unanimously:

- determined that the Offer, the merger of Purchaser with and into Radiant (the "Merger"), the Merger Agreement and the other transactions contemplated by the Merger Agreement are fair to and in the best interests of Radiant and its shareholders;
- approved, adopted and declared advisable the Merger Agreement, including the Offer and the Merger; and
- resolved to recommend that the shareholders of Radiant tender their Shares pursuant to the Offer and, to the extent required by applicable law, approve the Merger and the Merger Agreement.

See The Offer-Section 11—"Background of the Offer; Contacts with Radiant; The Merger Agreement".

Have any Radiant shareholders agreed to tender their Shares?

Yes. Certain Radiant directors and officers, owning approximately 3,429,325 of the issued and outstanding Shares as of July 11, 2011, have entered into a tender and voting agreement with us and NCR, which, among other things, generally obligates them to tender their Shares in the Offer. They have agreed not to withdraw their Shares from the Offer unless the Offer has been terminated or has expired or the Merger Agreement has been terminated. See The Offer-Section 11—"Background of the Offer; Contacts with Radiant; The Merger Agreement-Other Arrangements-Tender Agreement."

How long do I have to decide whether to tender in the Offer?

You have until the expiration date of the Offer to tender. The Offer currently is scheduled to expire at 12:00 midnight, New York City time, at the end of the day on August 19, 2011. The Offer may be extended pursuant to, and in accordance with, the terms of the Merger Agreement or as may be required by applicable law. See The Offer-Section 1—"Terms of the Offer".

How will I be notified if the Offer is extended?

If we decide to extend the Offer, we will inform BNY Mellon Shareowner Services, the depositary for the Offer, of that fact and will make a public announcement of the extension, no later than 9:00 A.M., New York City time, on the next business day after the date the Offer was scheduled to expire. See The Offer-Section 1- "Terms of the Offer".

Can the Offer be extended after Purchaser has accepted and paid for shares?

If, upon purchase of all shares tendered in the Offer, NCR and Purchaser collectively own less than 90% of Radiant's outstanding shares, we may elect to provide a "subsequent offering period" for the Offer. A subsequent offering period, if one is included, will be an additional period of time beginning after we have purchased shares tendered during the Offer, during which shareholders may tender, but not withdraw, their shares and receive the Offer Price. See The Offer-Section 1—"Terms of the Offer".

What are the most significant conditions to the Offer?

The Offer is not subject to any financing condition. The Offer is conditioned upon:

- There having been validly tendered (not including Shares tendered pursuant to procedures for guaranteed delivery) and not validly withdrawn prior to the expiration of the Offer that number of Shares which, when added to the Shares already owned by NCR and its subsidiaries, represents at least a majority of the total number of outstanding shares on a "fully diluted basis" (which assumes conversion or exercise of all derivative securities convertible or exercisable into Shares regardless of the conversion or exercise price, the vesting schedule or other terms and conditions thereof) on the expiration of the Offer, which is referred to as the "Minimum Tender Condition;"
- Any waiting period (and any extension thereof) applicable to the Offer or the Merger under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, the Sherman Act, as amended, the Clayton Act, as amended and the Federal Trade Commission Act, as amended (collectively, a "Competition Law") having been terminated or having expired, or any material clearance, consent, approval, order, authorization, notice to or filing with any governmental entity that is required to be obtained or made in connection with the Offer having been so made or obtained, which is referred to as the "Competition Law and Governmental Consent Condition;" and
- Other conditions set forth in Exhibit A to the Merger Agreement.

See The Offer-Section 14—"Conditions of the Offer".

How do I tender my shares?

If you wish to accept the Offer and:

- you are a record holder (i.e., a stock certificate has been issued to you and registered in your name), you must deliver the stock certificate(s) representing your shares (or follow the procedures described in this Offer to Purchase for book-entry transfer), together with a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof) and any other documents required by the Letter of Transmittal, to the depositary for the Offer. These materials must reach the depositary before the Offer expires;
- you are a record holder, but your stock certificate is not available or you cannot deliver it to the depositary before the Offer expires, you may be able to obtain three additional trading days of The NASDAQ Stock Market ("NASDAQ") to tender your shares using the enclosed Notice of Guaranteed Delivery; or
- you hold your shares through a broker, bank or other nominee, you should contact your broker, bank or other nominee and give instructions that your shares be tendered.

See the Letter of Transmittal and The Offer-Section 3—"Procedure for Tendering Shares" for more information.

May I withdraw shares I previously tendered in the Offer? Until what time can I withdraw tendered shares?

You can withdraw tendered shares at any time until the Offer has expired and, unless and until we accept them for payment, such shares may also be withdrawn at any time after September 23, 2011. However, if a subsequent offering period is included, you may not withdraw either shares tendered during such subsequent offering period or shares tendered in the Offer and accepted for payment. See The Offer-Section 4—"Withdrawal Rights".

How do I withdraw tendered shares?

To withdraw shares, you must deliver a written notice of withdrawal, or a facsimile of one, with the required information to BNY Mellon Shareowner Services at one of its addresses set forth on the back cover of this Offer to Purchase while you have the right to withdraw the shares. If you tender shares by giving instructions to a broker, bank or other nominee, you must instruct the broker, bank or other nominee to arrange for the withdrawal of your shares. See The Offer-Section 4—"Withdrawal Rights".

When and how will I be paid for my tendered shares?

Subject to the terms and conditions of the Offer, we will pay for all validly tendered and not withdrawn shares as soon as practicable after the date of expiration of the Offer subject to the satisfaction or waiver of the conditions to the Offer described in The Offer-Section 14—"Conditions of the Offer". See The Offer-Section 2—"Acceptance for Payment; Payment".

We will pay for your validly tendered and not withdrawn shares by depositing the purchase price with BNY Mellon Shareowner Services, which will act as your agent for the purpose of receiving payments from us and transmitting such payments to you. In all cases, payment for tendered shares will be made only after timely receipt by BNY Mellon Shareowner Services of certificates for such shares (or of a confirmation of a book-entry transfer of such shares as described in The Offer-Section 3—"Procedure for Tendering Shares-Book-Entry Transfer"), a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof) and any other required documents for such shares. See The Offer-Section 2—"Acceptance for Payment; Payment".

Will the Offer be followed by a merger if all the Radiant shares are not tendered in the Offer?

If we accept for payment and pay for at least a majority of the outstanding shares on a fully diluted basis, Purchaser expects to be merged with and into Radiant. If that merger takes place, NCR will own all of the shares and all remaining shareholders (except for us, Radiant, NCR, other subsidiaries of Radiant and shareholders properly exercising their dissenters' rights) will receive the price per share paid in the Offer. See The Offer-Section 12—"Purpose of the Offer; Plans for Radiant; Dissenters' Rights-Purpose of the Offer; Plans for Radiant".

What is the "top-up option" and when could it be exercised?

Radiant has granted to Purchaser an irrevocable option (the "Top-Up Option") to purchase from Radiant at a price per share equal to the Offer Price up to that number of newly issued Shares (the "Top-Up Shares") equal to the lowest number of Shares that, when added to the number of Shares beneficially owned by NCR and its subsidiaries at the time of exercise of the Top-Up Option, shall constitute one share more than 90% of the Shares outstanding immediately after the issuance of the Top-Up Shares on a "fully diluted basis" (which assumes conversion or exercise of all derivative securities regardless of the conversion or exercise price, the vesting schedule or other terms and conditions thereof). The Top-Up Option shall not be exercisable for a number of Shares in excess of the Shares authorized (whether unissued or held in Radiant's treasury) at the time of exercise of the Top-Up Option (giving effect to the Shares issuable pursuant to all then-outstanding stock options, restricted stock units and any other rights to acquire Shares as if such shares were outstanding).

The Top-Up Option may be exercised by Purchaser in accordance with the procedures set forth in the Merger Agreement, at any one time following the closing of the Offer and prior to the earlier of the effective time of the Merger and the termination of the Merger Agreement in accordance with its terms. The Top-Up Option is intended to expedite the timing of the completion of the Merger by permitting us to effect a "short-form merger" pursuant to Georgia law. The obligation of Radiant to issue and deliver the Top-Up Shares upon the exercise of the Top-Up Option is subject only to the condition that no legal restraint (other than any listing requirement of any national securities exchange) that has the effect of preventing the exercise of the Top-Up Option or the issuance and delivery of the Top-Up Shares in respect of such exercise shall be in effect. We expect to exercise the Top-Up Option, subject to the limitations set forth in the Merger Agreement, if we acquire less than 90% of the shares then outstanding in the Offer or any subsequent offering period and if we would acquire more than 90% of the shares outstanding upon exercise of the Top-Up Option. See The Offer- Section 11—"Background of the Offer; Contacts with Radiant; The Merger Agreement-The Merger Agreement-Top-Up Option".

If the Offer is completed and Shares are accepted for payment, will Radiant continue as a public company?

Following completion of the Offer and acceptance of Shares for payment by us in accordance with the Offer, we intend to complete the Merger. If the Merger takes place, Radiant will no longer be publicly owned. Even if the Merger does not take place, if we purchase all of the tendered shares, there may be so few remaining shareholders and publicly held shares that the shares will no longer be eligible for continued inclusion on The NASDAQ Stock Market, there may not be a public trading market for the shares, and Radiant may cease making filings with the Securities and Exchange Commission or otherwise cease being required to comply with the Securities and Exchange Commission rules relating to publicly held companies. See The Offer-Section 7—"Possible Effects of the Offer on the Market for the Shares; Stock Listing; Registration under the Exchange Act; Margin Regulations".

If I decide not to tender, how will the Offer affect my Shares?

If you decide not to tender your Shares in the Offer and the Merger takes place, you will receive the same amount of cash per Share that you would have received had you tendered your Shares in the Offer, without interest thereon, subject to any dissenters' rights properly exercised under Georgia law. Therefore, if the Merger takes place, the only difference between tendering and not tendering shares in the Offer is that tendering shareholders will be paid earlier. If, however, the Merger does not take place and the Offer is consummated, the number of shareholders and the number of shares that are still in the hands of the public may be so small that there will no longer be an active or liquid public trading market (or, possibly, any public trading market) for shares held by shareholders other than Purchaser, which may affect prices at which shares trade. Also, as described above, Radiant may cease making filings with the Securities and Exchange Commission or being required to comply with the Securities and Exchange Commission rules relating to publicly held companies. See The Offer-Section 7 —"Possible Effects of the Offer on the Market for the Shares; Stock Listing; Registration under the Exchange Act; Margin Regulations".

Will I have the right to have my Shares appraised?

No dissenters' rights are available in connection with the Offer. However, if the Offer is successful and Purchaser, as it intends to do, completes the Merger, in which shares of Radiant will be exchanged for an amount in cash per share equal to the price per share paid in the Offer, without interest and less applicable withholding taxes, then under Georgia law, shareholders whose Shares have not been purchased by the Purchaser pursuant to the Offer, and who have not voted in favor of the Merger will have certain rights under Article 13 of the Georgia Business Corporation Code (the "GBCC"), to demand appraisal of, and to receive payment in cash of the fair value of, their Shares. Radiant's shareholders who perfect these rights by complying with the procedures set forth in Article 13 of the GBCC will have the fair value of their Shares as of immediately prior to the Merger (excluding any appreciation or depreciation in anticipation of the Merger) determined by the Superior Court of

Fulton County, Georgia, and will be entitled to receive a cash payment equal to such fair value from Radiant. Any such judicial determination of the fair value of the Shares could be based upon considerations other than, or in addition to, the price paid in the Offer and the market value of the Shares (together with a fair rate of interest thereon). The value so determined could be more or less than the price paid by the Purchaser pursuant to the Offer. You should be aware that an investment banking opinion as to the fairness, from a financial point of view, of the consideration payable in a sale transaction, such as the Offer or the Merger, is not an opinion as to the fair value under Article 13 of the GBCC. If any shareholder of Radiant who demands appraisal under Article 13 of the GBCC fails to perfect, or effectively withdraws or loses his or her right to appraisal, as provided in the GBCC, each of the Shares of such holder will be converted into the right to receive an amount equal to the Offer Price.

The foregoing summary of the rights of dissenting shareholders under the GBCC is qualified in its entirety by reference to the full text of Article 13 of the GBCC, which is filed as Exhibit (a)(5)(D) to the Schedule TO filed by NCR on July 25, 2011. See The Offer-Section 12—"Purpose of the Offer; Plans for Radiant; Dissenters' Rights-Dissenters' Rights".

What is the market value of my shares as of a recent date?

On July 22, 2011, the last full trading day before the announcement of our intention to commence the Offer, the last reported sales price of Radiant common stock reported on The NASDAQ Stock Market was $28.20 per share. Please obtain a recent quotation for your shares prior to deciding whether or not to tender.

What are the federal income tax consequences of tendering Shares?

A U.S. Holder (as defined in The Offer-Section 5—"Material United States Federal Income Tax Consequences") that disposes of Shares pursuant to the Offer or exchanges Shares for cash in the Merger generally will recognize capital gain or loss equal to the difference between the amount of cash that the U.S. Holder is entitled to receive pursuant to the Offer or the Merger and the U.S. Holder's adjusted tax basis in the Shares disposed of pursuant to the Offer or exchanged pursuant to the Merger. A Non-U.S. Holder (as defined in The Offer-Section 5—"Material United States Federal Income Tax Consequences") generally will not be subject to U.S. federal income tax on gain realized on the disposition of Shares pursuant to the Offer or the exchange of Shares pursuant to the Merger provided that (i) the gain is not effectively connected with the conduct of a trade or business by the Non-U.S. Holder in the U.S. and (ii) in the case of a Non-U.S. Holder that is an individual, such Non-U.S. Holder is not present in the U.S. for 183 days or more in the taxable year of the disposition.

Radiant shareholders should read carefully the section entitled "Material United States Federal Income Tax Consequences" and should consult their own tax advisors regarding the tax considerations applicable to them in their particular circumstances. See The Offer-Section 5—"Material United States Federal Income Tax Consequences."

Who can I talk to if I have questions about the Offer?

For further information, you can contact Georgeson, Inc., the Information Agent for the Offer, at (212) 440-9800 (for banks and brokers) or (888) 658-5755 (toll-free for shareholders), or J.P. Morgan Securities LLC, the Dealer Manager for the Offer, at (877) 371-5947. See the back cover of this Offer to Purchase for additional contact information.

To the Holders of Shares of Common Stock of Radiant:

INTRODUCTION

Ranger Acquisition Corporation (the "Purchaser"), a Georgia corporation and wholly-owned subsidiary of NCR Corporation, a Maryland corporation ("NCR"), is offering to purchase all outstanding shares of common stock, no par value per share (the "Shares"), of Radiant Systems, Inc., a Georgia corporation ("Radiant") for $28.00 per Share, net to the seller in cash (the "Offer Price"), without interest thereon and less applicable withholding taxes, upon the terms and subject to the conditions set forth in this Offer to Purchase and the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer"). Shareholders who have Shares registered in their own names and tender directly to BNY Mellon Shareowner Services, the depositary for the Offer (the "Depositary"), will not have to pay brokerage fees or commissions. Shareholders with Shares held in street name by a broker, dealer, bank, trust company or other nominee should consult with their nominee to determine if they charge any transaction fees. Except as set forth in Instruction 6 of the Letter of Transmittal, shareholders will not have to pay transfer taxes on the sale of Shares pursuant to the Offer. Purchaser will pay all charges and expenses of the Depositary, Georgeson, Inc. (the "Information Agent") and J.P. Morgan Securities LLC (the "Dealer Manager") incurred in connection with the Offer. See The Offer-Section 16—"Fees and Expenses".

The Offer will expire at 12:00 midnight, New York City time, at the end of the day on Friday, August 19, 2011, unless extended in accordance with Merger Agreement. See Sections 1, 14 and 15-"Terms of the Offer," "Conditions of the Offer," and "Certain Legal Matters; Regulatory Approvals."

The board of directors of Radiant (the "Radiant Board") unanimously (1) determined that the Offer, the Merger, the Merger Agreement and the other transactions contemplated by the Merger Agreement are fair to and in the best interests of Radiant and its shareholders; (2) approved, adopted and declared advisable the Merger Agreement, including the Offer and the Merger; and (3) resolved to recommend that the shareholders of Radiant tender their Shares pursuant to the Offer, and, to the extent required by applicable law, approve the Merger and the Merger Agreement.

For factors considered by the Radiant Board, see Radiant's Solicitation/Recommendation Statement on Schedule 14D-9 (the "Schedule 14D-9") to be filed on the date hereof with the Securities and Exchange Commission (the "SEC") in connection with the Offer, a copy of which (without certain exhibits) is being furnished to shareholders concurrently herewith.

The Offer is not subject to any financing condition. The Offer is conditioned upon (i) there having been validly tendered (not including Shares tendered pursuant to procedures for guaranteed delivery) and not validly withdrawn prior to the expiration of the Offer, that number of Shares which, when added to the Shares already owned by NCR or its subsidiaries, represents at least a majority of the total number of outstanding Shares on a "fully diluted basis" (which assumes conversion or exercise of all derivative securities convertible or exercisable into shares regardless of the conversion or exercise price, the vesting schedule or other terms and conditions thereof) on the expiration of the Offer, which is referred to as the "Minimum Tender Condition;" (2) any waiting period (and any extension thereof) applicable to the Offer or the Merger under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), the Sherman Act, as amended, the Clayton Act, as amended and the Federal Trade Commission Act, as amended (collectively, a "Competition Law"), having been terminated or having expired, or any material clearance, consent, approval, order, authorization, notice to or filing with any governmental entity that is required to be obtained or made in connection with the Offer having been so made or obtained, which is referred to as the "Competition Law and Governmental Consent Condition;"and (3) other conditions set forth in Exhibit A to the Merger Agreement.

Notwithstanding any other provision of the Offer, Purchaser is not required to accept for payment or, subject to any applicable rules and regulations of the Securities and Exchange Commission (the "SEC"), including Rule 14e-1(c) under the Securities Exchange Act of 1934, as amended (the "Exchange Act") (relating to

Purchaser's obligation to pay for or return tendered Shares promptly after termination or expiration of the Offer), pay for any Shares, and subject to certain terms of the Merger Agreement, may delay the acceptance for payment of or the payment for any Shares or terminate or amend the Offer, if the Minimum Tender Condition or the Competition Law and Governmental Consent Condition shall not have been satisfied, or if any of the following conditions exist:

(i) there shall be any law or judgment, order, writ, injunction, decree or award enacted, enforced, amended, issued, in effect or deemed applicable to the Offer or the Merger, by any governmental entity (other than the application of the waiting period provisions of any Competition Law to the Offer or to the Merger) the effect of which is to directly or indirectly enjoin, make illegal or otherwise prohibit or materially delay consummation of the Offer or the Merger, or there shall exist or be instituted or pending any claim, suit, action or proceeding by any governmental entity seeking any of the foregoing consequences;

(ii) there shall have occurred following the execution of the Merger Agreement any state of facts, condition, change, development or event with respect to Radiant which, individually or in the aggregate, has had or would reasonably be expected to have a Company Material Adverse Effect (as defined in The Offer—Section 14—"Conditions of the Offer");

(iii) the representations and warranties of Radiant set forth in the Merger Agreement as to its capital structure shall not be true and correct in all respects (other than *de minimis* exceptions) as of the date of the Agreement and as of such time (except to the extent that such representation and warranty expressly speaks as of a particular date, in which case such representation and warranty shall not be true and correct in all material respects as of such earlier date);

(iv) the representations and warranties of Radiant set forth in the Merger Agreement regarding organization, good standing and qualification; due authorization and ownership of equity interests; corporate authority, approval and fairness; takeover statutes; brokers and finders; and receipt of financial advisor fairness opinions that are qualified by reference to a Company Material Adverse Effect shall not be true and correct in all respects, and any such representations or warranties that are not so qualified shall not be true and correct in any material respect, in each case as of the date of the Agreement and as of such time, (except to the extent that any such representation and warranty expressly speaks as of a particular date, in which case such representation and warranty shall not be true and correct as of such earlier date);

(v) the representations and warranties of the Company (other than those listed in the paragraph (iii) and (iv) above) set forth in the Merger Agreement shall not be true and correct (except to the extent that any such representation and warranty speaks as of a particular date, in which case such representation and warranty shall not be true and correct as of such date) and, in the aggregate, such failure of such representations and warranties of the Company to be true and correct (without giving effect to any qualifications and limitations as to "materiality" or "Company Material Adverse Effect" set forth therein), individually or in the aggregate, has had or would reasonably be expected to have a Company Material Adverse Effect;

(vi) Radiant shall have failed to perform in any material respect any obligation, agreement or covenant required to be performed by it under the Merger Agreement and such failure to perform shall not have been cured to the good faith satisfaction of NCR;

(vii) NCR and Purchaser shall have failed to receive a certificate of Radiant, executed by the chief executive officer and the chief financial officer of Radiant, dated as of the closing date of the Offer, to the effect that the conditions set forth in paragraphs (ii) through (vi) above have not occurred;

(viii) the Radiant Board shall have withdrawn or modified (including by amendment of the Schedule 14D-9) in a manner adverse to Purchaser the Radiant Recommendation (as defined in The Offer—Section 11—"Background of the Offer; Contacts with Radiant; The Merger Agreement") or NCR shall have received an Adverse Recommendation Change Notice (as defined in The Offer—Section 11—"Background of the Offer; Contacts with Radiant; The Merger Agreement"); or

(ix) Radiant and NCR shall have reached an agreement that the Offer or the Merger Agreement be terminated, or the Merger Agreement shall have been terminated in accordance with its terms.

See The Offer—Section 14—"Conditions of the Offer."

Radiant has advised us that as of July 7, 2011, there were 40,646,001 Shares issued and outstanding, and an aggregate of 21,700,000 Shares reserved for issuance, of which 3,905,925 Shares were subject to outstanding awards pursuant to Radiant Stock Plans (as defined in The Offer—Section 11—"Background of the Offer; Contacts with Radiant; The Merger Agreement"), of which 2,838,776 Shares were subject to outstanding options, 1,045,751 Shares were issued in the form of restricted stock and 28,194 Shares were subject to outstanding rights to receive Shares, the value of which is determined by reference to the Shares. Immediately prior to the commencement of the Offer, NCR did not own any Shares. However, NCR and Purchaser may be deemed to beneficially own 3,429,325 Shares, representing 8.4% of the outstanding Shares as of July 11, 2011, as a result of a Tender and Voting Agreement that was entered into by certain directors and officers of Radiant in connection with the Merger Agreement, pursuant to which such directors and officers agreed to tender such Shares in the Offer. Based on the foregoing, Purchaser believes that the Minimum Tender Condition would be satisfied if 21,742,389 Shares (including those required to be tendered pursuant to the Tender and Voting Agreement) are validly tendered and not withdrawn prior to expiration of the Offer (as it may be extended in accordance with the Merger Agreement).

In order to induce us to enter into the Merger Agreement, certain of Radiant's directors and officers (each, a "Tendering Shareholder" and together, the "Tendering Shareholders") owning in the aggregate 3,429,325 Shares (the "Tender Shares") have entered into a Tender and Voting Agreement, dated July 11, 2011, with NCR and Purchaser, as amended by the First Amendment to Tender and Voting Agreement, dated July 21, 2011 (the "Tender Agreement"), pursuant to which the Tendering Shareholders have, subject to certain limitations and exceptions, (i) agreed to tender the Tender Shares into the Offer, (ii) agreed not to withdraw any Tender Shares tendered in the Offer, (iii) agreed to vote such Tender Shares in favor of the Merger Agreement and against any acquisition proposal other than the Merger and certain other related matters and (iv) granted to NCR and any designee of NCR and each of NCR's officers an irrevocable proxy to vote such Tender Shares in favor of the Merger Agreement and against any other acquisition proposal and certain other related matters. For a discussion of the Tender Agreement, see The Offer—Section 11—"Background of the Offer; Contacts with Radiant; The Merger Agreement-Other Arrangements—Tender Agreement."

The purpose of the Offer and the Merger is to enable NCR to acquire control of, and the entire equity interest in, Radiant. Purchaser will, as soon as practicable after consummation of the Offer, consummate the Merger. Pursuant to the Merger, at the effective time of the Merger (the "Effective Time"), each Share outstanding immediately prior to the Effective Time (other than Shares owned by NCR or Radiant or any direct or indirect wholly-owned subsidiary of Radiant and in each case not held on behalf of third parties and Shares that are held by shareholders who have perfected and not withdrawn or waived a demand for appraisal under the GBCC) shall be converted into and become exchangeable for an amount, payable in cash and without interest, equal to the Offer Price. See The Offer—Section 12—"Purpose of the Offer; Plans for Radiant; Dissenters' Rights-Dissenters' Rights".

Radiant has never paid a cash dividend on the Shares. If Purchaser acquires control of Radiant, Purchaser currently intends that no dividends will be declared on the Shares prior to the acquisition of the entire equity interest in Radiant.

This Offer to Purchase and the related Letter of Transmittal contain important information, and you should carefully read both in their entirety before you make a decision with respect to the Offer.

THE OFFER

1. Terms of the Offer

Upon the terms and subject to the prior satisfaction or waiver of the conditions set forth in the Offer (including, if the Offer is extended or amended in accordance with the Merger Agreement, the terms and conditions of any extension or amendment), Purchaser will accept for payment and pay for all Shares that are validly tendered and not properly withdrawn by the Expiration Date in accordance with the procedures set forth in Section 4—"Withdrawal Rights". The term "Expiration Date" means 12:00 Midnight, New York City time, at the end of the day on Friday, August 19, 2011, unless extended by Purchaser in accordance with the Merger Agreement, in which event "Expiration Date" means the latest time and date at which the Offer, as so extended, shall expire.

The Offer is subject to the conditions set forth in Section 14—"Conditions of the Offer", which include, among other things, (i) the Minimum Tender Condition and the Competition Law and Governmental Consent Condition shall have been satisfied; (ii) the absence of any Company Material Adverse Effect; and (iii) certain other customary conditions.

Purchaser may, in its sole discretion, (i) extend the Offer on one or more occasions, in consecutive increments between one and twenty business days each, as determined by NCR or Purchaser (or such longer period as the parties may agree), if on any then-scheduled Expiration Date of the Offer any of the conditions to the Offer have not been satisfied or, to the extent waivable by NCR or Purchaser, waived, (ii) extend the Offer for any period as required by the Securities and Exchange Commission or NASDAQ, (iii) in the event that Radiant shall have delivered an Adverse Recommendation Change Notice (as defined in The Offer—Section 11—"Background of the Offer; Contacts with Radiant; The Merger Agreement") or a Superior Proposal Notice (as defined in The Offer—Section 11—"Background of the Offer; Contacts with Radiant; The Merger Agreement") pursuant to Section 6.2(b) of the Merger Agreement, Purchaser may extend the Offer until the expiration of the Notice Period (as defined in the Merger Agreement), and (iv) extend the Offer so that the number of Shares validly tendered in the Offer and not properly withdrawn, when combined with the Top-Up Shares (as defined below) to be issued to Purchaser upon exercise of the Top-Up Option (as defined below), would result in Purchaser owning one more share than 90% of the Shares then outstanding on a "fully diluted basis" (provided, that NCR may not extend the Offer under subsection (iv) for a period that would cause the Expiration Date to be after October 31, 2011 without Radiant's prior written approval). Any extension, delay, termination or amendment of the Offer will be followed promptly by a public announcement thereof in accordance with Rule 14e-1(d) of the Securities Exchange Act of 1934, as amended.

If the Offer is terminated or withdrawn by Purchaser, or the Merger Agreement is terminated in accordance with its terms, prior to the acceptance for payment of Shares tendered in the Offer, Purchaser shall promptly return, and shall cause any depository acting on behalf of Purchaser to return, all tendered Shares to the registered holders thereof.

Subject to any applicable rules and regulations of the SEC, including Rule 14e-1(c) under the Exchange Act, and the terms of the Merger Agreement, Purchaser expressly reserves the right to waive any of the conditions to the Offer, provided, however, that, without the prior written consent of Radiant, Purchaser may not (i) reduce the number of Shares subject to the Offer, (ii) reduce the Offer Price, (iii) change, modify or waive the Minimum Tender Condition, (iv) add to the conditions to the Offer set forth in Exhibit A of the Merger Agreement (the "Offer Conditions") or modify or change any conditions to the Offer in a manner adverse in any material respect to any holders of Shares, (v) except as set forth above, extend or otherwise change the Expiration Date of the Offer, (vi) change the form of consideration payable in the Offer or (vii) otherwise amend, modify or supplement any of the terms of the Offer in a manner adverse in any material respect to any holders of Shares. The Merger Agreement requires Purchaser to accept and pay for (subject to any withholding of tax) all Shares validly tendered and not validly withdrawn pursuant to the Offer that Purchaser becomes obligated to purchase pursuant

to the Offer as soon as practicable after the Expiration Date of the Offer. Further, Rule 14e-1(c) under the Exchange Act requires Purchaser to pay the consideration offered or return the Shares tendered promptly after the termination or withdrawal of the Offer.

To the extent requested in writing by Radiant prior to any then-scheduled Expiration Date of the Offer, Purchaser shall (and NCR shall cause Purchaser to) (i) if the Competition Law and Governmental Consent Condition or the Offer Conditions in paragraph (i) or (ii) of clause (c) of Exhibit A of the Merger Agreement shall not have been satisfied or, to the extent waivable by NCR or Purchaser, waived, and provided that there is a reasonable possibility that such condition or conditions shall be satisfied prior to December 31, 2011 (the "Termination Date"), extend the Offer on one or more occasions, in consecutive increments of up to ten business days each, with the length of such period to be determined by NCR or Purchaser (or such longer period as the parties may agree), until such time as such Offer Conditions are satisfied (but not beyond the Termination Date) and (ii) if any of the Minimum Tender Condition or the Offer Conditions set forth in paragraph (iv) or (v) of clause (c) of Exhibit A of the Merger Agreement shall not have been satisfied, provided that there is a reasonable possibility that such condition or conditions shall be satisfied prior to the Termination Date, or, to the extent waivable by NCR or Purchaser, waived on such then-scheduled Expiration Date, but all the other Offer Conditions shall be satisfied on such then-scheduled Expiration Date, extend the Offer on one or more occasions, in consecutive increments of up to ten business days each, with the length of such period to be determined by NCR or Purchaser (or such longer period as the parties hereto may agree) each, for an aggregate period of time of not more than 30 business days; provided, however, that Purchaser is not required to extend the Offer beyond the Termination Date for any reason.

During any extension of the initial offering period, all Shares previously tendered and not withdrawn will remain subject to the Offer and subject to withdrawal rights. See Section 4—"Withdrawal Rights".

If, subject to the terms of the Merger Agreement, Purchaser decreases the percentage of Shares being sought or increases or decreases the consideration to be paid for Shares pursuant to the Offer and the Offer is scheduled to expire at any time before the expiration of a period of 10 business days from, and including, the date that notice of such increase or decrease is first published, sent or given in the manner specified below, the Offer shall be extended until the expiration of such period of 10 business days. If, subject to the terms of the Merger Agreement, Purchaser makes any other material change in the terms of or information concerning the Offer or waives a material condition of the Offer, Purchaser will extend the Offer, if required by applicable law, for a period sufficient to allow you to consider the amended terms of the Offer. In a published release, the SEC has stated that in its view an offer must remain open for a minimum period of time following a material change in the terms of such offer and that the waiver of a condition such as the Minimum Tender Condition is a material change in the terms of an offer. The release states that an offer should remain open for a minimum of five business days from the date the material change is first published, sent or given to shareholders, and that if material changes are made with respect to information that approaches the significance of price and share levels, a minimum of 10 business days may be required to allow adequate dissemination and investor response. "Business day" for SEC purposes means any day other than Saturday, Sunday or a U.S. federal holiday and consists of the time period from 12:01 A.M. through 12:00 Midnight, New York City time.

Any extension, delay, termination, waiver or amendment of the Offer will be followed as promptly as practicable by a public announcement thereof. In the case of an extension of the Offer, Purchaser will make a public announcement of such extension no later than 9:00 A.M., New York City time, on the next business day after the previously scheduled Expiration Date.

After the expiration of the Offer, if NCR and Purchaser collectively do not beneficially own at least 90% of the Shares then outstanding, Purchaser may, but is not required to, include a subsequent offering period of at least three business days immediately following expiration of the Offer to permit additional tenders of Shares (a "Subsequent Offering Period"). Pursuant to Rule 14d-11 under the Exchange Act, Purchaser may include a Subsequent Offering Period so long as, among other things, (i) the Offer remains open for a minimum of 20 business days and has expired, (ii) Purchaser immediately accepts and promptly pays for all Shares validly

tendered during the Offer, (iii) Purchaser announces the results of the Offer, including the approximate number and percentage of Shares deposited in the Offer, no later than 9:00 A.M., New York City time, on the next business day after the Expiration Date and immediately begins the Subsequent Offering Period and (iv) Purchaser immediately accepts and promptly pays for Shares as they are tendered during the Subsequent Offering Period. In addition, under Rule 14d-11 under the Exchange Act, Purchaser may extend any initial Subsequent Offering Period by any period or periods, provided that the aggregate duration of the Subsequent Offering Period (including extensions thereof) is no more than 20 business days. No withdrawal rights apply to Shares tendered in a Subsequent Offering Period, and no withdrawal rights apply during a Subsequent Offering Period with respect to Shares previously tendered in the Offer and accepted for payment. The same price paid in the Offer will be paid to shareholders tendering Shares in a Subsequent Offering Period, if one is included.

Purchaser does not currently intend to include a Subsequent Offering Period, although Purchaser reserves the right to do so. If Purchaser elects to include or extend a Subsequent Offering Period, Purchaser will make a public announcement of such inclusion or extension no later than 9:00 A.M., New York City time, on the next business day after the Expiration Date or date of termination of any prior Subsequent Offering Period.

Radiant has provided to Purchaser a copy of its shareholder list and security position listings for the purpose of disseminating the Offer to holders of Shares. Purchaser will send this Offer to Purchase, the related Letter of Transmittal and other related documents to record holders of Shares and to brokers, dealers, banks, trust companies and other nominees whose names appear on the shareholder list or, if applicable, who are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of Shares.

2. Acceptance for Payment; Payment

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any extension or amendment in accordance with the terms of the Merger Agreement), Purchaser will, as soon as practicable after the Expiration Date, accept for payment and pay for all Shares validly tendered before the Expiration Date and not withdrawn, subject to the satisfaction or waiver of the conditions described in Section 14 —"Conditions of the Offer". Subject to any applicable rules and regulations of the SEC, including Rule 14e-1(c) under the Exchange Act, Purchaser reserves the right, in its reasonable discretion and subject to applicable law and the terms of the Merger Agreement, to delay the acceptance for payment or payment for Shares until satisfaction of all conditions to the Offer that are dependent upon the receipt of government approvals. For a description of Purchaser's right to terminate the Offer and not accept for payment or pay for Shares or to delay acceptance for payment or payment for Shares, see Section 14—"Conditions of the Offer". If Purchaser increases the consideration to be paid for Shares pursuant to the Offer, Purchaser will pay such increased consideration for all Shares purchased pursuant to the Offer.

Purchaser will pay for Shares accepted for payment pursuant to the Offer by depositing the purchase price with the Depositary, which will act as your agent for the purpose of receiving payments from Purchaser and transmitting such payments to you. In all cases, payment for Shares accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of (i) certificates representing such Shares (or a confirmation of a book-entry transfer of such Shares into the Depositary's account at The Depository Trust Company ("DTC"), (ii) a properly completed and duly executed Letter of Transmittal (or a manually executed facsimile thereof) and (iii) any other required documents. For a description of the procedure for tendering Shares pursuant to the Offer, see Section 3 —"Procedure for Tendering Shares". Accordingly, payment may be made to tendering shareholders at different times if delivery of the Shares and other required documents occurs at different times. **Under no circumstances will Purchaser pay interest on the consideration paid for Shares pursuant to the Offer, regardless of any delay in making such payment.**

For purposes of the Offer, Purchaser shall be deemed to have accepted for payment and thereby purchased Shares validly tendered and not properly withdrawn if and when Purchaser gives oral or written notice to the Depositary of its acceptance for payment of such Shares pursuant to the Offer.

Purchaser reserves the right to transfer or assign, in whole or from time to time in part, to one or more wholly-owned subsidiaries of NCR the right to purchase Shares tendered pursuant to the Offer, but any such transfer or assignment will not relieve Purchaser of its obligations under the Offer or prejudice your right to receive payment for Shares validly tendered and accepted for payment.

If any tendered Shares are not purchased pursuant to the Offer for any reason, or if certificates are submitted for more Shares than are tendered, certificates for such unpurchased or untendered Shares will be returned (or, in the case of Shares tendered by book-entry transfer, such Shares will be credited to an account maintained at DTC), without expense to you, promptly following the expiration or termination of the Offer.

3. Procedure for Tendering Shares

Valid Tender of Shares. Except as set forth below, to validly tender Shares pursuant to the Offer, (i) a properly completed and duly executed Letter of Transmittal (or a manually executed facsimile thereof) in accordance with the instructions of the Letter of Transmittal, with any required signature guarantees, or an Agent's Message (as defined below) in connection with a book-entry delivery of Shares, and any other documents required by the Letter of Transmittal, must be received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Expiration Date and either (a) certificates representing Shares tendered must be delivered to the Depositary or (b) such Shares must be properly delivered pursuant to the procedures for book-entry transfer described below and a confirmation of such delivery received by the Depositary (which confirmation must include an Agent's Message if the tendering shareholder has not delivered a Letter of Transmittal), in each case, prior to the Expiration Date, or (ii) the tendering shareholder must comply with the guaranteed delivery procedures set forth below. The term "Agent's Message" means a message, transmitted by DTC to, and received by, the Depositary and forming a part of a Book-Entry Confirmation (as defined below), which states that DTC has received an express acknowledgment from the participant in DTC tendering the Shares which are the subject of such Book-Entry Confirmation that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that Purchaser may enforce such agreement against the participant.

Book-Entry Transfer. The Depositary has agreed to establish an account with respect to the Shares at DTC for purposes of the Offer within two business days after the date of this Offer to Purchase. Any financial institution that is a participant in DTC's systems may make a book-entry transfer of Shares by causing DTC to transfer such Shares into the Depositary's account in accordance with DTC's procedures for such transfer. However, although delivery of Shares may be effected through book-entry transfer, either the Letter of Transmittal (or a manually executed facsimile thereof), properly completed and duly executed, together with any required signature guarantees, or an Agent's Message in lieu of the Letter of Transmittal, and any other required documents, must, in any case, be transmitted to and received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase by the Expiration Date, or the tendering shareholder must comply with the guaranteed delivery procedures described below. The confirmation of a book-entry transfer of Shares into the Depositary's account at DTC as described above is referred to herein as a "Book-Entry Confirmation".

Delivery of documents to DTC in accordance with DTC's procedures does not constitute delivery to the Depositary.

Signature Guarantees and Stock Powers. Except as otherwise provided below, all signatures on a Letter of Transmittal must be guaranteed by a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association, Inc., including the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program and the Stock Exchanges Medallion Program (each such financial institution, an "Eligible Institution"). Signatures on a Letter of Transmittal need not be guaranteed (a) if the Letter of Transmittal is signed by the registered owner(s) (which term, for purposes of this section, includes any participant in any of DTC's systems whose name appears on a security position listing

as the owner of the Shares) of Shares tendered therewith and such registered owner has not completed the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" on the Letter of Transmittal or (b) if such Shares are tendered for the account of an Eligible Institution. See Instructions 1 and 5 of the Letter of Transmittal. If the certificates for Shares are registered in the name of a person other than the signer of the Letter of Transmittal, or if payment is to be made or certificates for Shares not tendered or not accepted for payment are to be returned to a person other than the registered owner of the certificates surrendered, then the tendered certificates must be endorsed or accompanied by appropriate stock powers, in either case, signed exactly as the name or names of the registered owner(s) or holder(s) appear on the certificates, with the signatures on the certificates or stock powers guaranteed as described above. See Instructions 1 and 5 of the Letter of Transmittal.

If certificates representing Shares are forwarded separately to the Depositary, a properly completed and duly executed Letter of Transmittal (or facsimile) must accompany each delivery of certificates.

Guaranteed Delivery. A shareholder who desires to tender Shares pursuant to the Offer and whose certificates for Shares are not immediately available, or who cannot comply with the procedure for book-entry transfer on a timely basis, or who cannot deliver all required documents to the Depositary prior to the Expiration Date, may tender such Shares by satisfying all of the requirements set forth below:

- such tender is made by or through an Eligible Institution;
- a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by Purchaser herewith, is received by the Depositary (as provided below) prior to the Expiration Date; and
- the certificates for all tendered Shares, in proper form for transfer (or a Book-Entry Confirmation with respect to all such Shares), together with a properly completed and duly executed Letter of Transmittal (or a manually executed facsimile thereof), with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message in lieu of the Letter of Transmittal), and any other required documents, are received by the Depositary within three trading days after the date of execution of such Notice of Guaranteed Delivery. A "trading day" is any day on which The NASDAQ Stock Market is open for business.

The Notice of Guaranteed Delivery may be delivered by hand to the Depositary or transmitted by facsimile transmission or mail to the Depositary and must include a guarantee by an Eligible Institution in the form set forth in such Notice of Guaranteed Delivery.

The method of delivery of Shares, the Letter of Transmittal and all other required documents, including delivery through DTC, is at the election and risk of the tendering shareholder. Delivery of all such documents will be deemed made only when actually received by the Depositary (including, in the case of a book-entry transfer, by Book-Entry Confirmation). If such delivery is by mail, it is recommended that all such documents be sent by properly insured registered mail with return receipt requested. In all cases, sufficient time should be allowed to ensure timely delivery.

Other Requirements. Notwithstanding any provision hereof, Purchaser will pay for Shares pursuant to the Offer only after timely receipt by the Depositary of (a) certificates for (or a timely Book-Entry Confirmation with respect to) such Shares, (b) a Letter of Transmittal (or facsimile thereof), properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message in lieu of the Letter of Transmittal), and (c) any other documents required by the Letter of Transmittal. Accordingly, tendering shareholders may be paid at different times depending upon when certificates for Shares or Book-Entry Confirmations with respect to Shares are actually received by the Depositary. Under no circumstances will Purchaser pay interest on the purchase price of Shares, regardless of any extension of the Offer or any delay in making such payment.

Binding Agreement. Purchaser's acceptance for payment of Shares tendered pursuant to one of the procedures described above will constitute a binding agreement between the tendering shareholder and Purchaser upon the terms and subject to the conditions of the Offer.

Appointment as Proxy. By executing and delivering a Letter of Transmittal as set forth above (or, in the case of a book-entry transfer, by delivery of an Agent's Message in lieu of a Letter of Transmittal), the tendering shareholder irrevocably appoints designees of Purchaser as such shareholder's proxies, each with full power of substitution, to the full extent of such shareholder's rights with respect to the Shares tendered by such shareholder and accepted for payment by Purchaser and with respect to any and all other Shares or other securities issued or issuable in respect of such Shares on or after the date of the Merger Agreement. All such proxies and powers of attorney will be considered coupled with an interest in the tendered Shares. Such appointment is effective when, and only to the extent that, Purchaser accepts for payment Shares tendered by such shareholder as provided herein. Upon the effectiveness of such appointment, all prior powers of attorney, proxies and consents given by such shareholder will be revoked, and no subsequent powers of attorney, proxies and consents may be given (and, if given, will not be deemed effective). Purchaser's designees will, with respect to the Shares or other securities and rights for which the appointment is effective, be empowered to exercise all voting and other rights of such shareholder as they, in their sole discretion, may deem proper at any annual, special, adjourned or postponed meeting of the shareholders of Radiant, by written consent in lieu of any such meeting or otherwise. Purchaser reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon Purchaser's payment for such Shares, Purchaser must be able to exercise full voting, consent and other rights to the extent permitted under applicable law with respect to such Shares and other securities, including voting at any meeting of shareholders or executing a written consent concerning any matter.

Determination of Validity. All questions as to the validity, form, eligibility (including time of receipt) and acceptance of any tender of Shares will be determined by Purchaser in its sole and absolute discretion. Purchaser reserves the absolute right to reject any and all tenders determined by it not to be in proper form or the acceptance for payment of or payment for which may, in Purchaser's opinion, be unlawful. Purchaser also reserves the absolute right to waive any defect or irregularity in the tender of any Shares of any particular shareholder whether or not similar defects or irregularities are waived in the case of any other shareholder. No tender of Shares will be deemed to have been validly made until all defects and irregularities relating thereto have been cured or waived. None of NCR, Purchaser or any of their respective affiliates or assigns, the Depositary, the Information Agent, the Dealer Manager or any other person will be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification.

4. Withdrawal Rights

Except as otherwise provided in this Section 4, tenders of Shares pursuant to the Offer are irrevocable. A shareholder may withdraw Shares tendered pursuant to the Offer at any time on or prior to the Expiration Date. Such Shares may also be withdrawn at any time on or after September 23, 2011 unless theretofore accepted for payment as provided herein.

For a withdrawal of Shares to be effective, a written or facsimile transmission notice of withdrawal with respect to the Shares must be timely received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase. Any notice of withdrawal must specify the name of the person having tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of the Shares to be withdrawn, if different from that of the person who tendered such Shares. The signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution, unless such Shares have been tendered for the account of any Eligible Institution. If Shares have been tendered pursuant to the procedures for book-entry transfer as set forth in Section 3 —"Procedures for Tendering Shares", any notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn Shares. If certificates representing the Shares to be withdrawn have been delivered or otherwise identified to the Depositary, the name of the registered

owner and the serial numbers shown on such certificates must also be furnished to the Depositary prior to the physical release of such certificates. If you tender Shares by giving instructions to a broker, bank or other nominee, you must instruct the broker, bank or other nominee to arrange for the withdrawal of your Shares.

All questions as to the form and validity (including time of receipt) of any notice of withdrawal will be determined by Purchaser, in its sole discretion. No withdrawal of Shares shall be deemed to have been properly made until all defects and irregularities have been cured or waived. None of NCR, Purchaser or any of their respective affiliates or assigns, the Depositary, the Information Agent, the Dealer Manager or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give such notification. Withdrawals of tenders of Shares may not be rescinded, and any Shares properly withdrawn will be deemed not to have been validly tendered for purposes of the Offer. However, withdrawn Shares may be retendered by following one of the procedures for tendering shares described in Section 3—"Procedures for Tendering Shares" at any time prior to the Expiration Date.

If, subject to the terms of the Merger Agreement, Purchaser extends the Offer, is delayed in its acceptance for payment of Shares or is unable to accept for payment Shares pursuant to the Offer for any reason, then, without prejudice to Purchaser's rights under this Offer, the Depositary may nevertheless, on behalf of Purchaser, retain tendered Shares, and such Shares may not be withdrawn except to the extent that tendering shareholders exercise withdrawal rights as described in this Section 4 before the Expiration Date or at any time on or after September 23, 2011 unless theretofore accepted for payment as provided herein.

In the event Purchaser provides a Subsequent Offering Period (as described in more detail in Section 1—"Terms of the Offer") following the Offer, no withdrawal rights will apply to Shares tendered during such Subsequent Offering Period or to Shares tendered in the Offer and accepted for payment.

5. Material United States Federal Income Tax Consequences

The following summary describes material U.S. federal income tax consequences to holders of Shares with respect to the disposition of Shares pursuant to the Offer or exchange of Shares pursuant to the Merger. It addresses only holders that hold Shares as capital assets within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the "Code"). The following summary does not purport to be a complete analysis of all of the potential U.S. federal income tax considerations that may be relevant to particular holders in light of their particular circumstances nor does it deal with persons that are subject to special tax rules, such as brokers, dealers in securities or currencies, financial institutions, mutual funds, insurance companies, tax-exempt entities, qualified retirement plans or other tax deferred accounts, regulated investment companies, common trust funds, holders subject to the alternative minimum tax, corporations that accumulate earnings to avoid U.S. federal income tax, persons holding Shares as part of a straddle, hedge or conversion transaction or as part of a synthetic security or other integrated transaction, traders in securities that elect to use a mark-to-market method of accounting for their securities holdings, holders that have a "functional currency" other than the U.S. dollar, U.S. expatriates, and persons that acquired Shares in a compensation transaction. In addition, this summary does not address persons that hold an interest in a partnership or other pass-through entity that holds Shares, or tax considerations arising under the laws of any state, local or non-U.S. jurisdiction or other U.S. federal tax considerations (e.g., estate or gift tax) other than those pertaining to the income tax.

The following is based on the Code, Treasury regulations promulgated thereunder ("Treasury Regulations"), and administrative rulings and court decisions, in each case as in effect on the date hereof, all of which are subject to change, possibly with retroactive effect.

As used herein, the term "U.S. Holder" means a beneficial owner of Shares that is (i) a citizen or individual resident of the U.S., (ii) a corporation (or an entity classified as a corporation for U.S. federal tax purposes) created or organized in or under the laws of the U.S. or any political subdivision thereof, (iii) an estate, the income of which is subject to U.S. federal income taxation regardless of its source, or (iv) a trust if (a) a U.S. court is able to exercise primary supervision over its administration and one or more U.S. persons, within the

meaning of Section 7701(a)(30) of the Code, have authority to control all of its substantial decisions or (b) it has properly elected under applicable Treasury Regulations to continue to be treated as a U.S. person. A "Non-U.S. Holder" is a beneficial owner of Shares that is not a U.S. Holder and is not an entity classified as a partnership for U.S. federal tax purposes.

The tax treatment of a partner in a partnership (or other entity classified as a partnership for U.S. federal tax purposes) may depend on both the partnership's and the partner's status. Partnerships that are beneficial owners of Shares, and partners in such partnerships, should consult their own tax advisors regarding the U.S. federal, state, local and non-U.S. tax considerations applicable to them with respect to the disposition of Shares pursuant to the Offer or exchange of Shares pursuant to the Merger.

This summary is of a general nature only. It is not intended to constitute, and should not be construed to constitute, legal or tax advice to any particular holder. Holders should consult their own tax advisors regarding the tax considerations applicable to them in their particular circumstances.

U.S. Holders

A U.S. Holder that disposes of Shares pursuant to the Offer or exchanges Shares pursuant to the Merger generally will recognize capital gain or loss equal to the difference between the amount of cash that the U.S. Holder is entitled to receive pursuant to the Offer or the Merger and the U.S. Holder's adjusted tax basis in the Shares disposed of pursuant to the Offer or exchanged pursuant to the Merger. Gain or loss must be determined separately for each block of Shares (i.e., Shares acquired at the same cost in a single transaction) disposed of pursuant to the Offer or exchanged pursuant to the Merger. Capital gain of a non-corporate U.S. Holder derived with respect to a disposition of Shares in which the U.S. Holder has a holding period exceeding one year generally will be long-term capital gain. The deductibility of capital loss is subject to limitations. Non-corporate U.S. Holders are currently subject to a maximum federal income tax rate of 15% on net long-term capital gains. U.S. Holders should consult their own tax advisors regarding such limitations.

Non-U.S. Holders

A Non-U.S. Holder generally will not be subject to U.S. federal income tax on gain realized on the disposition of Shares pursuant to the Offer or exchange of Shares pursuant to the Merger provided that (i) the gain is not effectively connected with the conduct of a trade or business by the Non-U.S. Holder in the U.S. and (ii) in the case of a Non-U.S. Holder that is an individual, such Non-U.S. Holder is not present in the U.S. for 183 days or more in the taxable year of the disposition.

Information Reporting and Backup Withholding Tax

If certain information reporting requirements are not met, a holder may be subject to backup withholding tax on proceeds received on the disposition of Shares pursuant to the Offer or exchange of Shares pursuant to the Merger. Backup withholding tax is not an additional tax. A holder subject to the backup withholding tax rules will be allowed a credit of the amount withheld against such holder's U.S. federal income tax liability and, if backup withholding tax results in an overpayment of U.S. federal income tax, such holder may be entitled to a refund, provided that the requisite information is correctly furnished to the Internal Revenue Service in a timely manner. Holders should consult their own tax advisors regarding the information reporting and backup withholding tax rules.

THE ABOVE SUMMARY IS NOT INTENDED TO CONSTITUTE A COMPLETE ANALYSIS OF ALL TAX CONSEQUENCES TO HOLDERS OF SHARES WITH RESPECT TO THE DISPOSITION OF SHARES PURSUANT TO THE OFFER OR EXCHANGE OF SHARES PURSUANT TO THE MERGER. HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE TAX CONSEQUENCES APPLICABLE TO THEM IN THEIR PARTICULAR CIRCUMSTANCES.

6. Price Range of Shares; Dividends

According to Radiant's Annual Report on Form 10-K for the fiscal year ended December 31, 2010 (the "Radiant 10-K"), the Shares are traded on The NASDAQ Stock Market under the symbol "RADS." The following table sets forth, for the calendar quarters indicated, the high and low sales prices per Share on The NASDAQ Stock Market as reported in the Radiant 10-K with respect to periods occurring in 2009 and 2010 and as reported by published financial sources with respect to periods occurring in 2011:

Fiscal Year	High	Low
2009		
First Quarter	$ 5.50	$ 2.19
Second Quarter	$ 8.59	$ 4.37
Third Quarter	$11.51	$ 8.14
Fourth Quarter	$11.20	$ 9.00
2010		
First Quarter	$14.36	$10.31
Second Quarter	$15.73	$13.08
Third Quarter	$19.32	$13.06
Fourth Quarter	$20.69	$16.99
2011		
First Quarter	$19.83	$15.12
Second Quarter	$21.12	$16.72
Third Quarter (through July 22, 2011)	$28.97	$20.99

Radiant has never paid a cash dividend on the Shares, and has stated in the Radiant 10-K that it does not anticipate paying any cash dividends in the foreseeable future. If Purchaser acquires control of Radiant, Purchaser currently intends that no dividends will be declared on the Shares prior to the acquisition of the entire equity interest in Radiant.

On July 22, 2011, the last full trading day before the announcement of Purchaser's intention to commence the Offer, the last reported sales price of the Shares reported on The NASDAQ Stock Market was $28.20 per share. **Please obtain a recent quotation for your Shares prior to deciding whether or not to tender.**

7. Possible Effects of the Offer on the Market for the Shares; Stock Listing; Registration under the Exchange Act; Margin Regulations

Possible Effects of the Offer on the Market for the Shares. If the Merger is consummated, shareholders not tendering their Shares in the Offer (other than those properly exercising their dissenters' rights) will receive cash in an amount equal to the Offer Price, without interest and less applicable withholding taxes. Therefore, if the Merger takes place and you do not exercise dissenters' rights, the only difference between tendering and not tendering Shares in the Offer is that tendering shareholders will be paid earlier. If, however, the Merger does not take place and the Offer is consummated, the number of shareholders and the number of Shares that are still in the hands of the public may be so small that there will no longer be an active or liquid public trading market (or possibly any public trading market) for Shares held by shareholders other than Purchaser. Purchaser cannot predict whether the reduction in the number of Shares that might otherwise trade publicly would have an adverse or beneficial effect on the market price for, or marketability of, the Shares or whether such reduction would cause future market prices to be greater or less than the price paid in the Offer.

Stock Listing. Depending upon the number of Shares purchased pursuant to the Offer, the Shares may no longer meet the standards for continued inclusion in The NASDAQ Stock Market. If, as a result of the purchase of Shares pursuant to the Offer, the Shares no longer meet the criteria for continuing inclusion in The NASDAQ Stock Market, the market for the Shares could be adversely affected. The NASDAQ Stock Market publishes

guidelines under which the Shares would not meet the criteria for continued inclusion in The NASDAQ Stock Market if, among other things, Radiant does not meet the requirements for the number of publicly held Shares, the aggregate market value of the publicly held Shares or the number of market makers for the Shares. Purchaser will seek to cause the listing on The NASDAQ Stock Market to be discontinued as soon after consummation of the Offer as the requirements for termination of the listing are met.

If The NASDAQ Stock Market were to delist the Shares, it is possible that the Shares would continue to trade on other securities exchanges or in the over-the-counter market and that price or other quotations of the Shares would be reported by other sources. The extent of the public market for such Shares and the availability of such quotations would depend, however, upon such factors as the number of shareholders and the aggregate market value of such securities remaining at such time, the interest in maintaining a market in the Shares on the part of securities firms, the possible termination of registration under the Exchange Act, and other factors.

Registration under the Exchange Act. The Shares are currently registered under the Exchange Act. Such registration may be terminated upon application of Radiant to the SEC if the Shares are neither listed on a national securities exchange nor held by 300 or more holders of record. Termination of the registration of the Shares under the Exchange Act would substantially reduce the information required to be furnished by Radiant to holders of Shares and to the SEC and would make certain of the provisions of the Exchange Act, such as the short-swing profit recovery provisions of Section 16(b), the requirement to furnish a proxy statement pursuant to Section 14(a) in connection with a shareholders' meeting and the related requirement to furnish an annual report to shareholders and the requirements of Rule 13e-3 under the Exchange Act with respect to "going private" transactions, no longer applicable to the Shares. Furthermore, "affiliates" of Radiant and persons holding "restricted securities" of Radiant may be deprived of the ability to dispose of such securities pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended. If registration of the Shares under the Exchange Act were terminated, the Shares would no longer be "margin securities" or eligible for listing or reporting on The NASDAQ Stock Market. Purchaser will seek to cause Radiant to terminate registration of the Shares under the Exchange Act as soon after consummation of the Offer as the requirements for termination of registration of the Shares are met.

Margin Regulations. The Shares are currently "margin securities" under the regulations of the Board of Governors of the Federal Reserve System (the "Federal Reserve Board"), which has the effect, among other things, of allowing brokers to extend credit on the collateral of such Shares. Depending upon factors similar to those described above regarding listing, the Shares might no longer constitute "margin securities" for the purposes of the Federal Reserve Board's margin regulations and, therefore, could no longer be used as collateral for loans made by brokers.

8. Certain Information Concerning Radiant

The information concerning Radiant contained in this Offer to Purchase has been furnished by Radiant or its representatives or has been taken from or based upon publicly available documents and records on file with the SEC and other public sources and is qualified in its entirety by reference thereto. None of NCR, Purchaser, the Information Agent or the Depositary can take responsibility for the accuracy or completeness of the information contained in such documents and records or for any failure by Radiant to disclose events which may have occurred or may affect the significance or accuracy of any such information but which are unknown to NCR, Purchaser, the Information Agent or the Depositary.

Radiant is a Georgia corporation with principal executive offices located at 3925 Brookside Parkway, Alpharetta, Georgia 30022 and its telephone number is (770) 576-6000. Its website address is www.radiantsystems.com. According to the Radiant 10-K, Radiant is a leading provider of technology solutions for managing site operations in the hospitality and retail industries. With over 100,000 installations in more than 75 countries worldwide, Radiant's customers include leading brands and venues in the restaurant and food service, sports and entertainment, petroleum and convenience, and specialty retail markets. Radiant's solutions

allow its customers to improve customer service and loyalty, improve speed of service, increase revenue per transaction through suggestive selling, loyalty programs and point of purchase promotion displays, and optimize labor and inventory resources. At the core of Radiant's solution portfolio is a robust point-of-sale solution, consisting of software and hardware that can be deployed as a touch-screen terminal, self-service kiosk or wireless handheld device. Radiant also provides a range of subscription services to its customers, including hosting, online ordering, loyalty promotion, gift card management, employee theft and fraud prevention, site-based data security services and store and enterprise analytics. Radiant sells its products and services directly through its sales force and indirectly through resellers both in the United States and internationally.

Additional Information. Radiant is subject to the informational requirements of the Exchange Act and in accordance therewith files periodic reports, proxy statements and other information with the SEC relating to its business, financial condition and other matters. Radiant is required to disclose in such proxy statements certain information, as of particular dates, concerning Radiant's directors and officers, their remuneration, stock options granted to them, the principal holders of Radiant's securities and any material interest of such persons in transactions with Radiant. Such reports, proxy statements and other information may be inspected at the public reference facilities maintained by the SEC at 100 F Street, NE, Washington, DC 20549. Copies of such material can also be obtained free of charge at the web site maintained by the SEC at http://www.sec.gov.

9. Certain Information Concerning Purchaser and NCR

Purchaser is a Georgia corporation incorporated on July 8, 2011, with principal executive offices at 3097 Satellite Boulevard, Duluth, Georgia 30096. The telephone number of Purchaser's principal executive offices is (937) 445-5000. To date, Purchaser has engaged in no activities other than those incident to its formation and to the Offer and the Merger. Purchaser is a wholly-owned subsidiary of NCR.

NCR is a Maryland corporation with principal executive offices located at 3097 Satellite Boulevard, Duluth, Georgia 30096. The telephone number of NCR's principal executive offices is (937) 445-5000. NCR is a leading global technology company that provides innovative products and services that enable businesses to connect, interact and transact with their customers and enhance their customer relationships by addressing consumer demand for convenience, value and individual service. NCR's portfolio of self-service and assisted-service solutions serve customers in the financial services, retail and hospitality, healthcare, travel and gaming and entertainment industries and include automated teller machines (ATMs), self-service kiosks and point of sale devices as well as software application that can be used by consumers to enable them to interact with businesses from their computer or mobile device. NCR complements these product solutions by offering a complete portfolio of services to help customers design, deploy and support its technology tools, as well as offering services for third-party products.

The name, business address, current principal occupation or employment, five year material employment history and citizenship of each director and executive officer of NCR and Purchaser and certain other information are set forth on Schedule I hereto.

Immediately prior to the commencement of the Offer, NCR did not own any Shares. However, NCR and Purchaser may be deemed to beneficially own 3,429,325 Shares, representing 8.4% of the outstanding Shares as of July 11, 2011, as a result of a Tender and Voting Agreement that was entered into by certain directors and officers of Radiant in connection with the Merger Agreement, pursuant to which such directors and officers agreed to tender such Shares in the Offer. Radiant has advised us that as of July 7, 2011, there were 40,646,001 Shares issued and outstanding, and an aggregate of 21,700,000 Shares reserved for issuance, of which 3,905,925 Shares were subject to outstanding awards pursuant to Radiant Stock Plans, of which 2,838,776 Shares were subject to outstanding options, 1,045,751 Shares were issued in the form of restricted stock and 28,194 Shares were subject to outstanding rights to receive Shares, the value of which is determined by reference to the Shares. Based on the foregoing, the Shares that NCR beneficially owns represent approximately 8.4% of the outstanding Shares, including those required to be tendered pursuant to the Tender and Voting Agreement.

None of NCR, Purchaser or, to the knowledge of NCR or Purchaser after reasonable inquiry, any of the persons listed in Schedule I, has during the last five years (i) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) been a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, U.S. federal or state securities laws or a finding of any violation of U.S. federal or state securities laws.

Except as set forth elsewhere in this Offer to Purchase or in Schedule I: (i) none of NCR, Purchaser or, to the knowledge of NCR or Purchaser after reasonable inquiry, any of the persons listed in Schedule I or any associate or majority-owned subsidiary of NCR, Purchaser or any of the persons so listed, beneficially owns or has a right to acquire any Shares or any other equity securities of Radiant; (ii) none of NCR, Purchaser or, to the knowledge of NCR or Purchaser after reasonable inquiry, any of the persons referred to in clause (i) above or any of their executive officers, directors, affiliates or subsidiaries has effected any transaction in Shares or any other equity securities of Radiant during the past 60 days; (iii) none of NCR, Purchaser, their subsidiaries or, to the knowledge of NCR or Purchaser after reasonable inquiry, any of the persons listed in Schedule I, has any agreement, arrangement, or understanding, whether or not legally enforceable, with any other person with respect to any securities of Radiant (including, but not limited to, any agreement, arrangement, or understanding concerning the transfer or the voting of any such securities, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss or the giving or withholding of proxies, consents or authorizations); (iv) in the past two years, there have been no transactions that would require reporting under the rules and regulations of the SEC between any of NCR, Purchaser, their subsidiaries or, to the knowledge of NCR or Purchaser after reasonable inquiry, any of the persons listed in Schedule I, on the one hand, and Radiant or any of its executive officers, directors or affiliates, on the other hand; and (v) in the past two years, there have been no negotiations, transactions or material contacts between any of NCR, Purchaser, their subsidiaries or, to the knowledge of NCR or Purchaser after reasonable inquiry, any of the persons listed in Schedule I, on the one hand, and Radiant or any of its affiliates, on the other hand, concerning a merger, consolidation or acquisition, a tender offer or other acquisition of Radiant's securities, an election of Radiant's directors or a sale or other transfer of a material amount of assets of Radiant. For a discussion of the exceptions to the foregoing, see Section 11—"Background of the Offer; Contacts with Radiant; The Merger Agreement" and Section 12—"Purpose of the Offer; Plans for Radiant; Dissenters' Rights.

Purchaser does not believe its financial condition is relevant to the decision whether to tender Shares and accept the Offer because (i) the Offer is being made for all outstanding Shares solely for cash, (ii) the Offer is not subject to any financing condition, (iii) if the Offer is consummated, Purchaser intends to acquire all remaining Shares for the same cash price in the Merger, and (iv) NCR has, and will arrange for Purchaser, or an affiliate of NCR paying on Purchaser's behalf, to have, sufficient funds to purchase all Shares validly tendered and not properly withdrawn in the Offer and for Purchaser to acquire the remaining outstanding Shares in the Merger.

Additional Information. NCR is subject to the informational requirements of the Exchange Act and in accordance therewith files periodic reports, proxy statements and other information with the SEC relating to its business, financial condition and other matters. NCR is required to disclose in such proxy statements certain information, as of particular dates, concerning its directors and officers, their remuneration, stock options granted to them, the principal holders of its securities and any material interests of such persons in transactions with NCR. Such reports, proxy statements and other information are available for inspection and copying at the offices of the SEC in the same manner as set forth with respect to Radiant in Section 8—"Certain Information Concerning Radiant-Additional Information".

10. Source and Amount of Funds

NCR and the Purchaser estimate that the total funds required to complete the Offer and the Merger, including related transaction fees and expenses, will be approximately $1.26 billion.

Purchaser anticipates funding these payments with (i) approximately $164 million of cash on hand at NCR or any wholly-owned subsidiary of NCR and (ii) approximately $1.1 billion borrowed under credit facilities committed pursuant to a commitment letter, dated July 11, 2011 (the "Commitment Letter"), and addressed to NCR from JPMorgan Chase Bank, N.A., ("JPMCB"), J.P. Morgan Securities LLC ("JPMorgan"), Bank of America, N.A. ("Bank of America"), Merrill Lynch Pierce Fenner & Smith Incorporated ("MLPFS"), Morgan Stanley Senior Funding, Inc. ("Morgan Stanley") and RBC Capital Markets ("RBCCM", and collectively with JPMCB, JPMorgan, Bank of America, MLPFS and Morgan Stanley, the "Commitment Parties"). Because the only consideration to be paid in the Offer and the Merger is cash, the Offer is to purchase all issued and outstanding Shares and there is no financing condition to the completion of the Offer, Purchaser does not believe that the financial condition of the Purchaser and NCR is material to a decision by a holder of Shares whether to sell, hold or tender Shares in the Offer.

No alternative financing arrangements or alternative financing plans have been made in the event that the financing arrangements described below are not available as anticipated.

On July 11, 2011, NCR entered into the Commitment Letter with the Commitment Parties pursuant to which JPMCB, Bank of America, Morgan Stanley and RBCCM have committed to provide $1,400,000,000 senior secured credit facilities (the "Facilities," and the provision of such funds as set forth in the Commitment Letter, the "Financing"), consisting of a term loan facility in an aggregate principal amount of $700,000,000 and a revolving credit facility (the "Revolving Facility") in an aggregate principal amount of $700,000,000. The Facilities are available to finance the Offer, the Top-Up Option and the Merger, to pay fees and expenses related thereto, to refinance existing indebtedness of NCR and Radiant, and for working capital requirements and other general corporate purposes. After consummation of the Merger, NCR can request, at any time and from time to time, the establishment of one or more term loan and/or revolving credit facilities with commitments in an aggregate amount not to exceed $250,000,000, the proceeds of which can be used for working capital requirements and other general corporate purposes. Under the Commitment Letter, JPMorgan, Morgan Stanley, MLPFS and RBCCM will act as joint lead arrangers and joint bookrunners and MLPFS, Morgan Stanley and RBCCM will act as joint syndication agents. JPMCB will act as sole administrative agent and collateral agent. The actual documentation governing the Facilities has not been finalized, and accordingly, the actual terms may differ from the description of such terms below.

Syndication. NCR has agreed to assist the joint lead arrangers in connection with such syndication, including, without limitation, using commercially reasonable efforts to obtain ratings from Standard & Poor's Financial Services.

Interest Rates. The Facilities are expected to bear interest, at NCR's option, Base Rate or LIBOR, plus a margin ranging from 0.25% to 1.50% for Base Rate-based loans that are either term loans or revolving loans and ranging from 1.25% to 2.50% for LIBOR-based loans that are either term loans or revolving loans, depending on NCR's consolidated leverage ratio. Interest for certain Base Rate-based loans will be calculated on the basis of a 365-day year and interest for LIBOR-based loans and other Base Rate-based loans will be calculated on the basis of a 360-day year.

Fees. NCR expects to pay an undrawn commitment fee ranging from 0.25% to 0.50% depending on NCR's consolidated leverage ratio, on the unused portion of the Revolving Facility. NCR expects to pay a delayed draw ticking fee of 0.375% per month on the aggregate amount of undrawn loans under the term loan facility. If any letters of credit are issued, then NCR expects to pay a fronting fee to be agreed upon on the aggregate face amount of each letter of credit and a fee on all outstanding letters of credit at a per annum rate equal to the margin then in effect with respect to LIBOR-based loans under the Revolving Facility on the face amount of such letter of credit.

Conditions to Initial Funding. The initial borrowing under the Facilities is conditioned upon the satisfaction of conditions customary in similar transactions, including, without limitation:

- the execution of final customary documentation;

- the consummation of the Offer in accordance with applicable law and the Merger Agreement without waiver or amendment of the Merger Agreement or any consent under the Merger Agreement that is materially adverse to the interests of the lenders under the Facilities or the Commitment Parties without the prior written consent of the Commitment Parties;
- pro-forma compliance with the Leverage Ratio financial covenant after giving effect to the Offer, Top-Up Option and Merger;
- all materials required to be filed under the HSR Act shall have been filed with the Federal Trade Commission and the Antitrust Division of the United States Department of Justice not later than the 5th business day after the date of the Commitment Letter;
- there not having been 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 on Radiant;
- the payment of certain fees and expenses;
- the Commitment Parties shall have received certain financial statements and forecasts;
- the delivery of all necessary documentation under the Patriot Act;
- the collateral agent shall have received a perfected security interest in the Collateral (defined below), subject to certain funds provisions; and
- the representations and warranties in the Merger Agreement and the final customary documentation for the Facilities shall be true and correct in all material respects, subject to certain funds provisions.

Guarantees and Security. Subject to certain customary exceptions, all obligations of NCR under the Facilities will be unconditionally guaranteed by each of NCR's existing and subsequently acquired or organized direct and indirect wholly-owned domestic subsidiaries (the "Guarantors"). The Facilities will be secured by a first priority lien and security interest (collectively, the "Collateral"), subject to customary exceptions, in all equity interests of the Guarantors and each of NCR's direct and indirect foreign subsidiaries, except, in the case of any foreign subsidiary, such pledge would be limited to 66.6% of the voting equity and 100% of the non-voting equity of first-tier foreign subsidiaries.

Representations, Warranties, Covenants and Events of Default. The Facility will contain certain representations and warranties, certain affirmative covenants, certain negative covenants, certain financial covenants, certain conditions and events of default that are customarily required for similar financings.

The foregoing summary of the Commitment Letter is qualified in its entirety by reference to the complete text of the Commitment Letter, which is filed as Exhibit (b) to the Schedule TO filed by NCR on July 25, 2011 and is incorporated herein by reference.

11. Background of the Offer; Contacts with Radiant; The Merger Agreement

Background of the Offer; Contacts with Radiant.

In the course of managing its business, NCR regularly considers and evaluates strategic business acquisitions that may advance its corporate strategies. NCR's business development team spends time identifying potential acquisition targets and engages in discussions with companies that are potential candidates for a business combination.

2010

In May 2010, NCR and Radiant engaged in preliminary discussions regarding a potential transaction between the parties. In late May 2010, NCR and Radiant entered into a mutual nondisclosure agreement and Radiant's financial advisors established a data room to which NCR was granted access for due diligence purposes.

On or about June 7, 2010, NCR's Chief Executive Officer, Bill Nuti met with Radiant's Chief Executive Officer, John Heyman in New York. At that time Mr. Nuti informed Mr. Heyman that, based on the due diligence performed to date, the best price that NCR could offer was in the high teens per share. Mr. Nuti further stated that NCR may be able to increase the price range into the low $20.00s with additional due diligence. Mr. Heyman responded that another bidder was already proposing a price in the low $20.00s and was likely to increase its offer – which would be a fully financed all cash offer – to the mid-$20.00s range. After consultation with the NCR board of directors (the "NCR Board"), Mr. Nuti informed Mr. Heyman that a price in that range would not be possible at that time but that NCR may be ready to re-engage if discussions with the other bidder did not result in a transaction. On or about June 15, 2010, Mr. Heyman informed Mr. Nuti that the other interested party had offered a deal that was structured differently than he had originally anticipated. He indicated that Radiant was not comfortable with this proposal and indicated that if NCR were still interested, Radiant would be willing to re-start due diligence. The parties shortly thereafter terminated discussions.

2011

In February 2011, senior management of NCR, as a part of its general business development review, presented the potential of an acquisition of Radiant to the NCR Board. In March 2011, NCR senior management and the NCR Board discussed generally the potential valuation, synergies, financing of a transaction, as well as a possible approach to acquire Radiant. Also in March 2010, NCR contacted Womble Carlyle Sandridge & Rice, PLLC ("Womble Carlyle") regarding representing NCR in connection with a potential acquisition of Radiant. At a meeting on April 27, 2011, the NCR Board considered the prospects of acquiring Radiant, the financial position of NCR and the trading price of its common stock and authorized Mr. Nuti to contact Mr. Heyman to discuss a purchase price in the mid- $20.00s per share range.

In early May 2011, Mr. Nuti contacted Mr. Heyman and expressed his interest in resuming discussions regarding a possible acquisition of Radiant. Mr. Heyman stated that he would require an indication of the proposed valuation before he could consider a potential transaction with NCR. Mr. Nuti indicated that subject to due diligence, he believed NCR was prepared to offer between $24.00 and $26.00 in a combination of cash and stock and suggested that he and Mr. Heyman meet to further discuss a potential transaction. On May 11, 2011, Mr. Heyman met with Mr. Nuti in New York to discuss the strategic rationale of a business combination involving NCR and Radiant. Mr. Nuti reiterated his $24.00 and $26.00 price range and said there was flexibility with respect to the form of consideration offered. Mr. Heyman requested that the terms of the proposed offer be reduced to writing in order for it to be considered by the board of directors of Radiant (the "Radiant Board").

On May 12, 2011, NCR sent a letter to Mr. Heyman indicating a nonbinding indication of interest regarding a potential acquisition of Radiant, including the $24.00—$26.00 per share price range, with the consideration to be paid in the form of all cash or a combination of cash and NCR common stock. Mr. Nuti indicated that if Radiant were willing to enter into exclusive discussions, NCR would be prepared to commence due diligence immediately and work toward an agreement on terms and a definitive agreement.

On May 23, 2011, Radiant informed NCR that the suggested price range was not sufficient and denied NCR's request for exclusive negotiations. However, the parties agreed to move forward with the due diligence process.

During the week of May 24, 2011, Radiant informed NCR that it was in the process of contacting other potentially interested parties regarding an acquisition. However, in order to commence the due diligence process, on May 27, 2011, NCR and Radiant entered into a Mutual Nondisclosure Agreement.

During this time, NCR requested its ongoing financial advisor, Atlas Strategic Advisors, LLC ("Atlas Advisors"), to provide advice and assistance in connection with a possible acquisition of Radiant. Beginning in the end of May, NCR also began working with J.P. Morgan Securities LLC ("J.P. Morgan"), as a financial advisor to NCR, in connection with the acquisition of Radiant.

Beginning on June 2, 2011, certain members of Radiant's management conducted management presentations with NCR. The due diligence process included conducting in-person management presentations,

responding to various due diligence questions about Radiant's assets and operations, conducting telephonic due diligence discussions between Radiant's and NCR's financial, legal and accounting advisors, and conducting in-person due diligence review sessions and on-site due diligence visits to Radiant's facilities. NCR was given an extensive, in-person presentation by Radiant representatives, and was provided access to Radiant's electronic data room containing financial, operational, regulatory, intellectual property, human resource, legal and other information concerning Radiant. From June 2011 through early July 2011, Radiant continued to respond to various due diligence questions raised by NCR.

Mr. Nuti updated the NCR Board on the proposed acquisition of Radiant at a special meeting of the NCR Board on June 3, 2011. He noted that NCR had been provided access to due diligence information and that he had established a core working group within NCR to evaluate the transaction. The NCR Board authorized management to move forward with negotiations.

On June 13, 2011, in response to a request from Mr. Heyman indicating that the Radiant Board required further specificity in order to move forward, Mr. Nuti sent an updated non-binding indication of interest, stating an offer to purchase all of Radiant's outstanding shares at $26.00 per share, subject to due diligence and Radiant's willingness to enter into exclusive negotiations and agree to a break-up fee.

On June 15, 2011, Mr. Heyman sent Mr. Nuti a letter in response to NCR's June 13, 2011 letter. In it, Mr. Heyman indicated that the Radiant Board had reviewed the offer and that Radiant would not proceed with a transaction under the circumstances outlined in Mr. Nuti's letter.

On June 16, 2011, Radiant's financial advisor, Jeffries & Company, Inc. ("Jefferies"), contacted NCR's financial advisor, Atlas Advisors, and stated that Radiant was appreciative of the work that NCR had done to date, that Mr. Heyman and the Radiant Board believed in the logic of the combination but that he and the Radiant Board also believed in the future of Radiant.

On June 17, 2011, Mr. Heyman and Mr. Nuti spoke regarding Radiant's rejection of NCR's latest offer. Mr. Heyman indicated that he thought that an increase in the price offered might cause the Radiant Board to react differently. Mr. Nuti expressed that, without committing, he felt the price target could potentially stretch to $28.00 per share. Mr. Heyman agreed to speak with the Radiant Board about such a valuation.

On June 21, 2011, Mr. Heyman and Mr. Nuti had a telephone call where Mr. Nuti expressed the conditions on which NCR was willing to make a higher offer for all of the shares of Radiant, which included a $28.00 share price, an all-cash tender offer, exclusivity through July 11, 2011 and a negotiated definitive agreement which would not include a financing contingency for closing. On June 26, 2011, NCR provided a letter outlining the proposed terms.

On June 22, 2011, Mr. Heyman communicated to Mr. Nuti that Radiant would support that offer and that Radiant would submit a draft merger agreement to NCR. Upon receipt of NCR's comments to the agreement, assuming they were acceptable to Radiant's legal advisors, Mr. Heyman agreed that Radiant would give NCR a limited period of exclusivity, until July 11, 2011.

On June 23, 2011, NCR initiated a round of confirmatory due diligence, which included phone calls among leaders in key NCR functions and their Radiant counterparts, as well as a two-day due diligence meeting held at the offices of Radiant's legal counsel DLA Piper LLP (US) ("DLA Piper") on July 5-6, 2011.

On June 24, 2011, DLA Piper provided a draft merger agreement to NCR's counsel, Womble Carlyle. Over the next several days, representatives of Womble Carlyle discussed the terms of the draft merger agreement with NCR.

During this time, representatives of NCR and representatives of Radiant continued to engage in daily status and due diligence calls and Radiant provided NCR with further due diligence information.

At a special meeting of the NCR Board on June 26, 2011, Mr. Nuti provided an update on the proposed acquisition of Radiant. He reviewed in detail the rationale for the transaction, including the strategic fit, synergies, geographic proximity and the importance of the transaction to NCR's business plan. Atlas Advisors also provided the NCR Board with information regarding the combined companies. After a question and answer session and discussions among the NCR Board and members of the NCR management team, the NCR Board authorized management to continue negotiations with Radiant on the terms discussed, including a purchase price of up to $28.00 per share. Following the meeting, Mr. Nuti sent the letter described above on June 26, 2011.

On June 27, 2011, Womble Carlyle provided a revised draft of the merger agreement and a draft exclusivity letter to DLA Piper. DLA Piper reviewed the material changes in the merger agreement with Radiant on June 27, 2011 and June 28, 2011, and held an initial negotiation call with Womble Carlyle on June 29, 2011 in order to assess, among other things, whether an exclusive negotiation period was likely to result in the negotiation of a definitive agreement satisfactory to both parties. Several of the material open issues in the merger agreement were resolved during the June 29, 2011 call. Based on the result of the call on June 29, 2011, and with Radiant Board approval, Radiant entered into an exclusivity agreement providing to NCR an exclusive negotiation period ending at midnight on July 11, 2011.

On June 30, 2011, Womble Carlyle also submitted to DLA Piper a draft of a tender and voting agreement to be entered into by the executive officers and directors of Radiant.

During negotiations, Womble Carlyle advised DLA Piper that NCR would require Alon Goren and John Heyman to enter into non-competition agreements and Andrew Heyman to enter into a retention agreement as a condition to executing the merger agreement.

On July 1, 2011, Womble Carlyle submitted a draft of a non-competition agreement for John Heyman and Alon Goren to counsel for Radiant.

On July 1, 2011, DLA Piper provided a revised draft of the merger agreement, which incorporated the issues resolved on the June 29, 2011 call. On July 3, 2011, Womble Carlyle provided a revised draft of the merger agreement to DLA Piper.

Following a meeting of the Compensation Committee of the Radiant Board on July 6, 2011, Radiant retained McKenna Long & Aldridge LLP ("McKenna") on behalf of the Radiant's executives and employees.

During the week of July 4, 2011 through July 8, 2011, NCR continued its due diligence of Radiant and DLA Piper and Womble Carlyle continued to negotiate and finalize the transaction documents, including the merger agreement, the tender and voting agreement and the disclosure schedules.

On July 6, 2011, Womble Carlyle sent McKenna a draft of the retention agreement with Andrew Heyman and the next day, NCR sent a draft of an employment letter to McKenna for Andy Heyman to serve as an officer of NCR following the closing of the tender offer.

On July 7, 2011, Womble Carlyle sent DLA Piper an initial draft of the debt commitment letter pursuant to which certain affiliates of JPMorgan Chase Bank, N.A. would commit to fund the full amount of the financing required by NCR to consummate the Offer and the Merger. Womble Carlyle also provided a revised draft of the merger agreement, which included provisions related to the debt commitment letter.

On July 7, 2011, with an existing nondisclosure agreement already in place, NCR entered into an engagement letter with J.P. Morgan to formalize its engagement of J.P. Morgan as its financial advisor.

On July 9, 2011, the NCR Board held a special telephonic meeting to discuss the status of the transaction. Womble Carlyle provided the Board with a detailed description of the merger agreement and tender offer and a detailed summary of the agreements with John Heyman, Alon Goren and Andy Heyman. During the course of

the telephonic board meeting, the NCR Board also received presentations from Atlas Advisors, J.P. Morgan and executives of NCR. Following discussions among the NCR Board members, the NCR Board authorized management to continue discussions and negotiations with Radiant.

Between July 8, 2011 and July 10, 2011, DLA Piper and Womble Carlyle negotiated and finalized the open items in the merger agreement, including provisions relating to the debt commitment letter and the circumstances under which the termination fee would be payable during the 12-month period following the termination of the agreement. DLA Piper and Womble Carlyle also exchanged and finalized revised disclosure schedules to the merger agreement.

On July 10, 2011, Womble Carlyle notified DLA Piper that certain affiliates of Bank of America Merrill Lynch, Morgan Stanley and RBC Capital Markets would be co-lead arrangers of the financing and that the debt commitment letter would be revised to reflect their participation in the financing. On July 11, 2011, NCR provided to Radiant an executed copy of the debt commitment letter.

At 3:00 p.m. on July 11, 2011, the NCR Board held a special telephonic board meeting. All of the members of the NCR Board were in attendance. At that meeting, a representative of Womble Carlyle explained each of the changes to the merger agreement since the NCR Board meeting on July 9, 2011. J.P. Morgan provided the NCR Board with a presentation that included an overview of the proposed acquisition of Radiant, the key terms of the proposed acquisition, a summary valuation analysis that included a discounted cash flow analysis and a discount rate analysis. J.P. Morgan also rendered its opinion that the transaction was fair from a financial point of view to the NCR shareholders. Following a question and answer session and discussions among the NCR Board and members of the NCR management team, the NCR Board unanimously approved the merger agreement, the tender and voting agreement, the non-competition agreements with Mr. Heyman and Alon Goren and the employment letter and retention agreement with Andy Heyman and all the transactions contemplated by the merger agreement, including the debt commitment and financing arrangements. The NCR Compensation Committee of the NCR Board also approved each of the employment letter and retention agreement with Andy Heyman.

Womble Carlyle was informed by DLA Piper later that day that the Radiant Board had also approved the merger agreement and the transactions contemplated thereby.

The merger agreement and voting and tender agreement were executed and delivered by the parties as were the retention agreement and the non-competition agreements after the closing of the U.S. financial markets on July 11, 2011. Immediately thereafter, NCR and Radiant issued a joint press release announcing the execution of the merger agreement and the terms of the proposed acquisition of Radiant by NCR.

Radiant's Solicitation/Recommendation Statement on Schedule 14D-9, which will be filed by Radiant with the SEC and mailed to Radiant's shareholders, includes additional information on the background, negotiations and other activities related to the potential transactions involving Radiant and companies other than NCR. See the section titled "Background" in Item 4 of the Schedule 14D-9.

The Merger Agreement.

This section of the Offer to Purchase describes certain provisions of the Merger Agreement but does not purport to describe all of the terms of the Merger Agreement. The following summary is qualified in its entirety by reference to the complete text of the Merger Agreement, which is filed as Exhibit (d)(1) to the Schedule TO filed by NCR on July 25, 2011 and is incorporated herein by reference. You are urged to read the full text of the Merger Agreement because it is the legal document that governs the Offer and the Merger. The Merger Agreement may be examined and copies may be obtained in the manner set forth in Section 9—"Certain Information Concerning Purchaser and NCR—Additional Information".

The Merger Agreement provides that following the satisfaction or waiver of the conditions described below under "Conditions to the Merger," Purchaser will be merged with and into Radiant, and each then outstanding Share (other than Shares owned by NCR or Radiant or by any direct or indirect wholly-owned subsidiary of Radiant and in each case not held on behalf of third parties, or the Shares that are held by shareholders, if any, who are entitled to and who properly exercise dissenters' rights under Georgia law) will be converted into the right to receive cash in an amount equal to the Offer Price, without interest thereon.

***The Offer*.** The Merger Agreement provides that the Offer shall be conducted on the terms and subject to the conditions described in Section 1—"Terms of the Offer" and Section 14—"Conditions of the Offer."

***Recommendation*.** Under the terms of the Merger Agreement, Radiant represents to NCR and Purchaser in the Merger Agreement that the Radiant Board unanimously adopted resolutions (a) determining that the Merger Agreement is advisable and in the best interest of Radiant and its shareholders; (b) determining that the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, taken together, are at a price and on terms that are fair to and in the best interests of Radiant and the holders of the Shares; (c) approving the execution, delivery and performance of the Merger Agreement and the transactions contemplated thereby (including the Offer and the Merger), which approval, to the extent applicable, constituted approval under the provisions of Sections 14-2-1110 et seq. and 14-2-1131 et seq. of the GBCC as a result of which the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, are not and will not be subject to the provisions of, or any restrictions under, the provisions of Sections 14-2-1110 et seq. and 14-2-1131 et seq. of the GBCC; (d) resolving to recommend that the holders of the Shares accept the Offer, tender their Shares to Purchaser pursuant to the Offer and, if required by applicable law, approve and adopt the Merger Agreement and the Merger and directing that the Merger Agreement be submitted to holders of the Shares for their approval; and (e) electing that the Offer and the Merger, to the extent of the power and authority of the Radiant Board and to the extent permitted by law, not be subject to any "moratorium," "control share acquisition," "business combination," "fair price" or other form of anti-takeover laws of any jurisdiction that may be applicable to the Merger Agreement or the Tender Agreement (collectively, (a) through (e) are referred to as, the "Radiant Recommendation"). For a description of the circumstances in which the Radiant Board may change its recommendation, see "Change of Recommendation" below.

Vote Required to Adopt Merger. Georgia law provides that if a parent company owns at least 90% of each class of stock of a subsidiary, the parent company can effect a short-form merger with that subsidiary without the action of the other shareholders of the subsidiary. Accordingly, if as a result of the Offer, a Subsequent Offering Period (if any), exercise of the Top-Up Option (as defined below) or otherwise, Purchaser directly or indirectly owns at least 90% of the Shares, NCR could, and (subject to the satisfaction or waiver of the conditions to its obligations to effect the Merger contained in the Merger Agreement) is obligated under the Merger Agreement to cause the Merger to become effective as soon as practicable after the Offer Closing without a meeting of the shareholders of Radiant, in accordance with the GBCC. In addition, pursuant to the terms of the Merger Agreement, following our acceptance for payment of Shares pursuant to and subject to the conditions of the Offer (the "Offer Closing") but prior to the Effective Time or the termination of the Merger Agreement, if the Minimum Tender Condition is satisfied but we acquire less than 90% of the Shares outstanding, we could, subject to the terms of the Merger Agreement, exercise our Top-Up Option and purchase from Radiant up to that number of Shares equal to the lesser of (i) the lowest number of Shares that, when added to the number of Shares owned by NCR and its subsidiaries at the time of exercise of the Top-Up Option, constitutes one share more than 90% of the Shares outstanding immediately after the exercise of the Top-Up Option on a fully diluted basis, and (ii) that number of Shares equal to the Shares authorized (whether unissued or held in the treasury of Radiant) minus the Shares issued at the time of exercise of the Top-Up Option. The price per Share payable under the Top-Up Option would be equal to the Offer Price.

Top-Up Option. Pursuant to the terms of the Merger Agreement following the Offer Closing, if the Minimum Tender Condition is satisfied but we acquire less than 90% of the Shares outstanding, we would have the option (the "Top-Up Option") to purchase from Radiant, subject to certain limitations, up to a number of

additional Shares (the "Top-Up Shares") sufficient to cause Purchaser to own one share more than 90% of the Shares then outstanding on a fully-diluted basis (assuming the issuance of the Top-Up Shares) at a price per share equal to the Offer Price. Pursuant to the terms of the Merger Agreement, the Top-Up Option would be exercisable at any one time after the Offer Closing and prior to the earlier to occur of (i) the Effective Time and (ii) the termination of the Merger Agreement. Moreover, the Merger Agreement provides that the Top-Up Option would not be exercisable to the extent that the number of Shares issuable upon exercise of the Top-Up Option would exceed the number of authorized (whether unissued or held in the treasury of Radiant) but unissued Shares or if any applicable law or any applicable order prohibits the exercise of the Top-Up Option or the delivery of the Top-Up Shares.

At the closing of the purchase of the Top-Up Shares, the purchase price owed by Purchaser to Radiant shall be paid to Radiant by issuance by Purchaser to Radiant of a non-negotiable and non-transferable promissory note, secured by the Top-Up Shares and bearing compounding interest at 5% per annum, with principal and interest due one year after the purchase of the Top-Up Shares, prepayable in whole or in part without premium or penalty. Under the terms of the Merger Agreement, the parties agree to use their reasonable best efforts to cause the closing of the purchase of the Top-Up Shares to occur on the same day that the notice to exercise is received by Radiant, and if not so consummated on such day, as promptly thereafter as possible. The parties further agreed to use their reasonable best efforts to cause the Merger to be consummated in accordance with Section 14-2-1104 of the GBCC and without a meeting of shareholders as close in time as possible to (including, to the extent possible, on the same day as) the issuance of the Top-Up Shares. In any event, if we acquire at least 90% of the issued and outstanding Shares entitled to vote on the adoption of the Merger Agreement, we would effect the Merger under the "short-form" merger provisions of the GBCC. Shareholders who have not sold their Shares in the Offer would have certain dissenters' rights with respect to the Merger under the applicable provisions of the GBCC, if those rights are perfected.

Shareholder Meeting. The Merger Agreement provides that Radiant will, if the approval of the Merger Agreement by Radiant's shareholders is required by the applicable provisions of Georgia law in order to consummate the Merger, hold a meeting of its shareholders for the purpose of approving the Merger Agreement as promptly as reasonably practicable after the Offer Closing.

Conditions to the Merger. The Merger Agreement provides that the respective obligations of each party to effect the Merger are subject to the satisfaction or waiver of the following conditions: (i) if required by applicable Georgia law, the Merger Agreement shall have been adopted by the affirmative vote of the holders of a majority of the Shares; (ii) Purchaser shall have accepted for payment all of the Shares validly tendered and not withdrawn pursuant to the Offer; (iii) Purchaser and NCR shall have complied with their obligations related to the approval of treatment of Radiant Options, Radiant Restricted Shares and Common Stock Units (as each term is defined below) as contemplated by the Merger Agreement; and (iv) there shall not be in effect any temporary restraining order, preliminary or permanent injunction or other judgment, order, writ or decree issued by any court of competent jurisdiction or other legal restraint or prohibition that has the effect of preventing the consummation of the Merger.

***Charter and Bylaws*.** Pursuant to the terms of the Merger Agreement, at the Effective Time, the articles of incorporation of Radiant will be amended and restated in their entirety to read identically to the articles of incorporation of Purchaser as in effect immediately prior to the Effective Time (except that the articles of incorporation will be amended so that the name of the surviving corporation will be "Radiant Systems, Inc."). Also at the Effective Time, the bylaws of Purchaser, as in effect immediately prior to the Effective Time, except as to the name of the surviving corporation, which will be "Radiant Systems, Inc.", shall become the bylaws of the surviving corporation.

***Conversion of Shares*.** Pursuant to the terms of the Merger Agreement, at the Effective Time, as a result of the Merger and without any action on the part of the holder of any capital stock of Radiant: each Share issued and outstanding immediately prior to the Effective Time (other than (i) Shares owned by NCR or Radiant or any direct or indirect wholly-owned subsidiary of Radiant and in each case not held on behalf of third parties and

(ii) Shares held by shareholders who have perfected and not withdrawn or waived a demand for appraisal pursuant to Section 14-2-1321 of the GBCC, collectively, the "Excluded Shares"), shall be converted into and become exchangeable for an amount, payable in cash and without interest, equal to the Offer Price. At the Effective Time, all Shares shall no longer be outstanding, shall be cancelled and retired and shall cease to exist and (i) each certificate formerly representing any of the Shares (other than the Excluded Shares) and (ii) each uncertificated Share registered to a holder on Radiant's stock transfer books (other than the Excluded Shares) shall thereafter represent only the right to the Merger consideration in accordance with the terms of the Merger Agreement and applicable law, without interest thereon, and, if certificated, upon the surrender of the certificate representing such Share in the manner provided in the Merger Agreement. At the Effective Time, each share of Purchaser's common stock issued and outstanding immediately prior to the Effective Time shall be converted into one share of common stock of the surviving corporation.

Radiant Stock Based Plans. Under the Merger Agreement, Radiant agrees that prior to the date on which the Offer Closing occurs (the "Offer Closing Date"), the Radiant Board (or, if appropriate, any committee administering the applicable Radiant Stock Plan (as defined below)) shall adopt such resolutions or take such other actions (including obtaining any required consents) as may be required to effect the following: (i) each unexercised option to purchase Shares (a "Radiant Option"), whether vested or unvested, that is outstanding immediately prior to the Offer Closing Date under a compensation and benefit plan of Radiant pursuant to which Shares may be issued (the "Radiant Stock Plans"), shall be canceled, with the holder of such Radiant Option becoming entitled to receive, in full satisfaction of the rights of such holder with respect thereto, an amount in cash equal to (A) the excess, if any, of (1) the Offer Price over (2) the exercise price per Share subject to such Radiant Option, multiplied by (B) the number of Shares subject to such Radiant Option immediately prior to the Offer Closing Date (whether vested or unvested), which amount shall be payable to such holder at or as soon as practicable following the Offer Closing Date (and in any event within five business days); (ii) at the Offer Closing Date, all forfeiture restrictions on the Shares issued as restricted stock (the "Radiant Restricted Shares") will lapse and they will be treated in the same manner as other outstanding Shares; and (iii) at the Offer Closing Date, each Share subject to outstanding rights to receive Shares (each a "Common Stock Unit") that is outstanding immediately prior to the Closing Date shall be canceled, with the holder of such Common Stock Unit becoming entitled to receive, in full satisfaction of the rights of such holder with respect thereto, an amount in cash equal to the Offer Price multiplied by the maximum number of Shares subject to such Common Stock Unit immediately prior to the Offer Closing Date, which amount shall be payable to such holder at or as soon as practicable following the Offer Closing Date (and in any event within five business days).

The Merger Agreement provides that all amounts payable above shall be paid without interest, and that any person making a payment as described above shall be entitled to deduct and withhold from that payment such amounts as the payor is required to deduct and withhold with respect to the making of such payment under the Code or any other law. Under the terms of the Merger Agreement, for purposes of any award under a Radiant Stock Plan for which vesting is based on Radiant's performance for a fiscal period of which only a portion is complete as of the Closing (a "Performance Award"), vesting shall be determined based on the number of Shares which would otherwise vest in accordance with such award upon the achievement of the "Budget" level at 100% of the stated performance goal (excluding any additional Shares which would vest or which would be required to be issued upon the achievement of any performance goal in excess of the "Budget" level at 100%, as specified in the award). Notwithstanding the foregoing, the Merger Agreement provides that any holder of a Performance Award who is also a participant in Radiant's Senior Executive Change in Control Severance Plan (the "CIC Plan"), shall be entitled to receive an additional amount in cash equal to (i) the amount such person would have received in cash if the performance goal resulting in 125% of the award being earned at the "Aspiration" level under such Performance Award had been met, less (ii) all amounts otherwise paid to such person with respect to the Performance Award (the "Award Balance"), in the event that such person becomes entitled to payment of severance under the terms of the CIC Plan. The Merger Agreement also provides that any holder of a Performance Award who does not receive the Award Balance pursuant to the immediately preceding sentence shall be entitled to receive such holder's respective Award Balance if such person remains employed by Radiant for a period of one year following the Closing Date, or earlier if such holder's employment is terminated by Radiant without cause.

Pursuant to the Merger Agreement, Radiant will terminate its 1998 Employee Stock Purchase Plan (the "ESPP") as of the Offer Closing. Radiant has also agreed to take all actions necessary to cause the rights of participants in the ESPP with respect to any offering period then underway to be determined by treating the last business day prior to, or if more administratively advisable, the last payroll date of Radiant immediately prior to the Offer Closing, as the last day of such offering period and by making such other pro-rata adjustments as may be necessary to reflect the shortened and final offering period but otherwise treating such shortened and final offering period as a fully effective and completed offering period for all purposes under the ESPP.

Takeover Proposals. Under the terms of the Merger Agreement, Radiant may not, nor may it permit any of its controlled affiliates to, nor may it authorize or permit any of its or its controlled affiliates' directors, officers, employees, investment bankers, attorneys, accountants or other advisors or representatives (collectively, "Representatives") to, directly or indirectly,

(i) solicit, initiate or encourage, or take any other action to knowingly facilitate, any Acquisition Proposal (as defined below) or any inquiries in the making, submission or announcement of any proposal that could reasonably be expected to lead to an Acquisition Proposal; or

(ii) enter into, continue or otherwise participate in any discussions or negotiations regarding, or otherwise knowingly cooperate in any way with any person with respect to, any Acquisition Proposal or any inquiries in the making of any proposal that could reasonably be expected to lead to an Acquisition Proposal; or

(iii) furnish to any person any information relating to Radiant or any of its subsidiaries, or afford to any person access to the business, properties, assets, books, records or other information, or to any personnel, of Radiant or any of its subsidiaries, in any such case that would reasonably be expected to induce the making, submission or announcement of, or encourage, facilitate or assist, an Acquisition Proposal or any inquiries or the making of any proposals that would reasonable be expected to lead to an Acquisition Proposal; or

(iv) grant (other than to NCR or any of its affiliates or Representatives) any waiver or release under any standstill or similar agreement, or

(v) enter into any merger agreement, letter of intent, share purchase agreement, asset purchase agreement or share exchange agreement, option agreement or other similar agreement contemplating or otherwise relating to, or that is intended to, or would reasonably be expected to, lead to any Acquisition Proposal.

Radiant also agreed to, and to cause its subsidiaries and direct their Representatives to, immediately cease and terminate all existing discussions and negotiations with any person other than NCR and Purchaser with respect to any Acquisition Proposal, and to request the prompt return or destruction of all confidential information previously furnished in connection therewith.

Notwithstanding the foregoing, the Merger Agreement provides that at any time prior to the Offer Closing, Radiant, in response to an unsolicited written Acquisition Proposal that the Radiant Board determines in good faith (after consultation with its financial advisors and outside legal counsel) constitutes or could reasonably be expected to lead to a Superior Proposal (as defined below), may, and may permit and authorize its affiliates and its and its affiliates' Representatives to, in each case subject to compliance with the Merger Agreement:

(i) furnish information with respect to Radiant and its subsidiaries to the person making such Acquisition Proposal (and its Representatives) pursuant to a confidentiality agreement which contains terms that in all material respects are no less favorable to Radiant than those contained in the Confidentiality Agreement, and

(ii) participate in discussions or negotiations with the person making such Acquisition Proposal (and its Representatives) regarding such Acquisition Proposal;

provided, however, that in the case of any such action

(A) the Radiant Board has determined in good faith (after consultation with outside legal counsel) that the failure to take such action would reasonably be expected to be a breach of its fiduciary duties to the shareholders of Radiant under Georgia law,

(B) Radiant gives NCR not less than two business days written notice of the identity of such person and the material terms of such Acquisition Proposal and of Radiant's intention to participate or engage in discussions or negotiations with, or furnish information to, such person,

(C) contemporaneously with furnishing any information to such person, Radiant furnishes such information to NCR to the extent such information has not been previously furnished by Radiant to NCR, and

(D) there has not been any material breach of the provisions of the Merger Agreement relating to Radiant's obligations to NCR with respect to an Acquisition Proposal or a Superior Proposal received by Radiant.

Radiant also agreed not to terminate, waive, amend, release or modify any material provision of any confidentiality agreement to which it or any of its subsidiaries is a party with respect to any Acquisition Proposal, and that any violation of the restrictions set forth above by any controlled affiliate of Radiant or any of Radiant's or its controlled affiliates' Representatives will be deemed to be a breach by Radiant of the foregoing.

The Merger Agreement defines the term "Acquisition Proposal" as any bona fide proposal or offer from any person or "group" as defined in or under Section 13(d) of the Exchange Act (other than NCR or Purchaser or any of their affiliates) with respect to any (i) merger, consolidation, share exchange, other business combination or similar transaction involving Radiant, (ii) sale, lease, contribution or other disposition, directly or indirectly (including by way of merger, consolidation, share exchange, other business combination, partnership, joint venture, sale of capital stock of or other equity interests in a subsidiary of Radiant or otherwise), of any business or asset or assets of Radiant or any of its subsidiaries representing 15% or more of the consolidated revenues or assets (determined by reference to book value or fair market value) of Radiant and its subsidiaries, taken as a whole, (iii) issuance, sale or other disposition, directly or indirectly, to any Person (or the shareholders of any person) or group of securities (or options, rights or warrants to purchase, or securities convertible into or exchangeable for, such securities) representing 15% or more of the outstanding Shares or of the voting power of Radiant's capital stock, (iv) transaction in which any person (or the stockholders of any person) shall acquire, directly or indirectly, beneficial ownership, or the right to acquire beneficial ownership, or formation of any group which beneficially owns or has the right to acquire beneficial ownership of, 15% or more of the outstanding Shares or of the voting power of Radiant's capital stock, (v) combination of the foregoing, or (vi) resolving or publicly proposing to do any of the foregoing.

The Merger Agreement defines the term "Superior Proposal" as any binding bona fide written offer, which was not solicited after the date of the Merger Agreement and did not result from a breach of the provisions of the Merger Agreement described above, made by any person (other than NCR or Purchaser or any of their affiliates) that, if consummated, would result in such person (or in the case of a direct merger between such person and Radiant, the stockholders of such person) acquiring, directly or indirectly, all or substantially all of the outstanding Shares or of the voting power of Radiant's capital stock or all or substantially all the assets of Radiant and its subsidiaries, taken as a whole, and which offer the Radiant Board determines in good faith after consultation with its financial advisors and outside legal counsel (i) provides a higher value from a financial point of view to the shareholders of Radiant than the Offer Price and the Merger Consideration (taking into account all of the terms and conditions of such proposal and the Merger Agreement (including any changes to the terms of the Offer and the Merger Agreement proposed by NCR in response to such Superior Proposal or otherwise)) and (ii) is reasonably likely to be completed in a timely fashion, taking into account all financial, legal, regulatory and other aspects of such proposal, and (iii) if a cash transaction (whether in whole or in part), is not conditioned upon the buyer obtaining financing and the proposed buyer has reasonably demonstrated its ability to pay for or finance the transaction.

In addition to the obligations of Radiant set forth above, Radiant has also agreed to as promptly as possible (and in any event within 24 hours following receipt) notify NCR orally and in writing of (i) any Acquisition Proposal or any request for information or inquiry that expressly contemplates or could reasonably be expected to lead to an Acquisition Proposal, and (ii) the material terms and conditions of such Acquisition Proposal, request or inquiry (including any material change to the financial terms, conditions or other material terms thereof), and (iii) the identity of the Person or group making such Acquisition Proposal, request or inquiry. Under the terms of the Merger Agreement, Radiant must (A) keep NCR reasonably informed of the status (including any change to the financial terms, conditions, or other terms) of any such Acquisition Proposal, request or inquiry and (B) provide to NCR, as soon as practicable (and in any event within 24 hours following receipt), copies of all draft agreements (and any other written material to the extent such material contains any material financial terms, conditions or other terms relating to any Acquisition Proposal) sent by or provided to Radiant (or its Representatives) in connection with any such Acquisition Proposal.

***Change in Recommendation*.** The Merger Agreement provides that neither the Radiant Board nor any committee thereof shall:

(i) withhold, withdraw or modify in a manner adverse to NCR or Purchaser, or propose publicly to withhold, withdraw or modify in a manner adverse to NCR or Purchaser, the approval or recommendation by the Radiant Board or any such committee of the Merger Agreement, regarding the Offer and the Merger, fail to include the Radiant Recommendation in the offer documents, or adopt, approve, endorse, declare advisable or recommend, or propose publicly to adopt, approve, endorse, declare advisable or recommend any Acquisition Proposal, or resolve or agree to take any such action, take a neutral position or no position (other than in a communication made in compliance with Rule 14d-9(f) promulgated under the Exchange Act) with respect to a tender offer or exchange offer, or

(ii) fail to reaffirm the Radiant Recommendation within five business days of a written request to do so by NCR, or

(iii) in the case of an Acquisition Proposal that is a tender or exchange offer, fail to have filed within ten business days after the public announcement of the commencement of such Acquisition Proposal a Schedule 14D-9 pursuant to Rule 14e-2 and Rule 14d-9 promulgated under the Exchange Act recommending that the Radiant shareholders reject such Acquisition Proposal and not tender any Shares into such tender or exchange offer, or

(iv) adopt, approve, endorse, declare advisable or recommend, or propose publicly to adopt, approve, endorse, declare advisable, recommend or permit Radiant or any of its affiliates to enter into, any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement or other agreement (each, an "Acquisition Agreement") constituting or related to, or which is intended to or would reasonably be expected to lead to, any Acquisition Proposal (other than a confidentiality agreement referred to above), (any such action, resolution or agreement to take any of the actions described in clauses (i) through (iv) are referred to as an "Adverse Recommendation Change").

Notwithstanding the foregoing, under the terms of the Merger Agreement, at any time prior to the Offer Closing, the Radiant Board may (i) effect an Adverse Recommendation Change if an Intervening Event (as defined below) has occurred, provided that the Radiant Board determines in good faith (after consultation with its outside legal counsel and financial advisor) that the failure to do so would be inconsistent with its fiduciary duties to the shareholders of Radiant under applicable law and (ii) cause Radiant to terminate the Merger Agreement in response to a Superior Proposal which the Radiant Board has approved and recommends, provided, concurrently with such termination, Radiant pays the termination fee (as described below); provided, however, that (A) the Radiant Board may not effect such an Adverse Recommendation Change and (B) no termination of the Merger Agreement pursuant to the foregoing may be made, in each case unless Radiant has complied with all its obligations set forth below regarding its response to an Intervening Event, Acquisition Proposal, or Superior Proposal.

The Merger Agreement defines an "Intervening Event" as a material event, fact, circumstance or development relating to Radiant or its subsidiaries, unknown as of the date of the Merger Agreement, which becomes known prior to the Offer Closing; provided that the receipt of an Acquisition Proposal or any event in connection therewith does not constitute an Intervening Event.

The Merger Agreement provides that no Adverse Recommendation Change may be made unless:

(i) the Radiant Board shall have first provided prior written notice to NCR that it intends to (A) effect an Adverse Recommendation Change (an "Adverse Recommendation Change Notice") or (B) terminate the Merger Agreement, subject to certain provisions thereof, in response to a Superior Proposal (a "Superior Proposal Notice"), which notice shall, if the basis for the proposed action by the Radiant Board is not related to a Superior Proposal, contain a description in reasonable detail of the Intervening Event giving rise to such proposed action or, if the basis for the proposed action by the Radiant Board is a Superior Proposal, contain a description of the material terms and conditions of such Superior Proposal and a copy of the final form of any related agreements, and

(ii) NCR does not make, within three business days beginning at 5:00 p.m. New York Time on the date of NCR's receipt of the Adverse Recommendation Change Notice or Superior Proposal Notice, as applicable, (or beginning on the next day if actually received by NCR after 5:00 p.m.) and ending at 5:00 p.m. New York Time three business days later (the "Notice Period"), a proposal that, in the reasonable good faith judgment of the Radiant Board (after consultation with its outside legal counsel and financial advisor), causes such Intervening Event to no longer form the basis for the Radiant Board to effect an Adverse Recommendation Change or causes the offer previously constituting a Superior Proposal to no longer constitute a Superior Proposal, as the case may be, and

(iii) the Radiant Board determines (after consultation with its outside legal counsel and financial advisor) that the failure to effect an Adverse Recommendation Change would still reasonably be expected to be a breach of its fiduciary duties to Radiant shareholders under Georgia law.

Any material amendment or modification to any Superior Proposal or any material change to an Intervening Event is deemed to be a new Superior Proposal or Intervening Event under the Merger Agreement, and requires a new Notice Period.

The Merger Agreement also requires Radiant to make itself and its Representatives available to discuss and negotiate in good faith with NCR and its Representatives any proposed modifications to the terms and conditions of the Merger Agreement during the Notice Period, and to keep confidential any proposals made by NCR to revise the terms of the Merger Agreement, other than in the event of any amendment and to the extent required to be disclosed by applicable law.

Termination of the Merger Agreement. The Merger Agreement provides that it may be terminated, at any time prior to the Effective Time:

(i) by mutual written consent of NCR and Radiant; or

(ii) by either NCR or Radiant if:

(A) the Offer Closing shall not have been consummated by the Termination Date; provided that this right to terminate the Merger Agreement is not available to any party that has breached in any material respect its obligations under the Merger Agreement in any manner that is the principal cause of the failure of the Offer Closing to be consummated; or

(B) any legal restraint (other than a temporary restraining order) permanently restraining, enjoining or otherwise prohibiting consummation of the Offer or the Merger shall become final and non-appealable; or

(C) any legal restraint that has the effect of delaying the consummation of the Offer beyond the Termination Date shall have become final and non-appealable; provided, however, that this right to terminate the Merger Agreement shall not be available to any party which is then in breach of certain provisions of the Merger Agreement and such breach has been the principal cause of such legal restraint being or remaining in effect; or

(iii) by Radiant, prior to the Offer Closing:

(A) if NCR or Purchaser shall have breached in any material respect any of its representations or warranties contained in the Merger Agreement or shall have failed to perform in any material respect all obligations, covenants or agreements required to be performed by them under the Merger Agreement at or prior to the Offer Closing, in each case, which such breach or failure to perform (1) is incapable of being cured by NCR or Purchaser by the Termination Date or, if capable of being cured by NCR by the Termination Date, NCR and Purchaser do not commence to cure such breach or failure within ten business days after their receipt of written notice thereof from Radiant and use their reasonable best efforts to pursue such cure thereafter and (2) in any way would reasonably be expected to prevent, materially impede or materially delay the consummation by NCR or Purchaser of the Offer, the Merger or the other transactions contemplated by the Merger Agreement;

(B) in order to accept a Superior Proposal in accordance with and subject to specified conditions of the Merger Agreement; or

(C) if the Offer has expired in accordance with its terms and has not been extended by Purchaser, and Purchaser has not accepted for payment within three business days following such expiration all the Shares validly tendered and not validly withdrawn; or

(iv) by NCR, prior to the Offer Closing, if:

(A) the Radiant Board shall have made an Adverse Recommendation Change or if Radiant breaches in any material respect its obligations described under “Takeover Proposals” or “Change in Recommendation” above;

(B) Radiant shall have breached any of its representations or warranties or failed to perform any of its obligations, covenants or agreements contained in the Merger Agreement, which breach or failure to perform (1) would give rise to the failure of certain specified Offer Conditions and (2) is incapable of being cured by Radiant by the Termination Date or, if capable of being cured by Radiant by the Termination Date, Radiant does not commence to cure such breach or failure within ten business days after its receipt of written notice thereof from NCR and use its reasonable best efforts to pursue such cure thereafter;

(C) If, on any then-scheduled Expiration Date for the Offer, Purchaser is not required (and NCR is not required to cause Purchaser) to extend the Offer pursuant to certain terms specified in the Merger Agreement and any of the Offer Conditions shall not have been satisfied or, to the extent waivable by NCR or Purchaser, waived on such then-scheduled Expiration Date; or

(D) a Company Material Adverse Effect (as defined below) shall have occurred or shall exist, which has not been cured or ceased to exist within sixty days after the receipt of notice thereof by Radiant from NCR.

Fees and Expenses; Termination Fee. Except as provided below, the Merger Agreement provides that all costs and expenses incurred in connection with the Offer, the Merger, the Merger Agreement and the other transactions contemplated by the Merger Agreement shall be paid by the party incurring such expense, whether or not the Offer or the Merger is consummated.

Under the terms of the Merger Agreement, Radiant has agreed to pay to NCR a termination fee of $35,680,000 (the “Termination Fee”) in the event that:

(i) the Merger Agreement is terminated by NCR, Purchaser or Radiant pursuant to clause (ii)(A) under “Termination of the Merger Agreement” above or by NCR or Purchaser pursuant to clause (iv)(B) under “Termination of the Merger Agreement” above; and

(ii) following the execution and delivery of the Merger Agreement and prior to the termination of the Merger Agreement under any of the circumstances described in clause (i) above, an Acquisition Proposal shall have been disclosed and not withdrawn during such time; and

(iii) within 12 months following the termination of the Merger Agreement under any of the circumstances described in clause (i) above, Radiant consummates a transaction with respect to an Acquisition Proposal or enters into an agreement providing for an Acquisition Proposal.

The Merger Agreement also provides that Radiant shall pay to NCR the Termination Fee in the event the Merger Agreement is terminated by (i) Radiant as described in paragraph (iii)(B) under "Termination of the Merger Agreement" above, or (ii) NCR as described in paragraph (iv)(A) under "Termination of the Merger Agreement" above.

The Merger Agreement expressly states that in no event will Radiant be required to pay the Termination Fee on more than one occasion. Pursuant to the Merger Agreement, in the event that Radiant fails to pay when due any of the amounts above, then (i) Radiant shall reimburse NCR for all costs and expenses (including disbursements and reasonable fees of in-house legal counsel and outside legal counsel) incurred in connection with the collection of such amount, and (ii) Radiant shall pay to NCR interest on such amount (for the period commencing as of the date that such amount was originally required to be paid and ending on the date that such amount is actually paid in full) at a rate per annum equal to the prime rate published in The Wall Street Journal on the date such payment was required to be made plus three percent (3%).

Conduct of Business by Radiant. The Merger Agreement obligates Radiant and each of its subsidiaries, from the date of the Merger Agreement continuing until the earlier to occur of the termination of the Merger Agreement and the Effective Time, (unless NCR shall otherwise approve, which approval, subject to certain exceptions, shall not be unreasonably withheld), except as otherwise expressly contemplated by the Merger Agreement and except as required by applicable laws, to conduct the business of Radiant and its subsidiaries in the ordinary course consistent with past practices and, to the extent consistent therewith, Radiant and its subsidiaries shall use their respective commercially reasonable efforts to preserve their business organizations intact and maintain existing relations and goodwill with governmental entities, material customers, suppliers, distributors, key employees and business associates and keep available the services of its and its subsidiaries' present key employees, to maintain all of its material operating assets in their current condition (normal wear and tear excepted) and to maintain and preserve its business organization and its material rights and franchises.

The Merger Agreement also provides that from the date of the Merger Agreement until the earlier of the termination of the Merger Agreement or the Effective Time, except (i) as otherwise expressly required by the Merger Agreement, (ii) upon at least twenty-four hours prior written notice delivered to NCR (if feasible), as may be required by applicable laws (including the rules of NASDAQ), (iii) as NCR may approve, such approval (subject to certain exceptions) not to be unreasonably withheld, or (iv) as specifically disclosed by Radiant to NCR, Radiant will not and will not permit its subsidiaries to:

(A) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of such entity;

(B) enter into any new line of business outside its existing business segments (other than as permitted by clause (F));

(C) (1) amend its articles of incorporation, by-laws or other applicable governing instruments; (2) split, combine, subdivide or reclassify its outstanding shares of capital stock; (3) declare, set aside or pay any dividend or distribution payable in cash, stock or property in respect of any capital stock; (4) enter into, amend or modify any shareholder rights agreement, rights plan, "poison pill" or other similar agreement or instrument; or (5) repurchase, redeem or otherwise acquire any shares of its capital stock or any securities convertible into or exchangeable or exercisable for any shares of its capital stock (except pursuant to the forfeiture of Radiant Options, Radiant Restricted Shares or Common Stock

Units or the acquisition by Radiant of Shares in settlement of the exercise price of a Radiant Option or tax withholding obligations of holders of Radiant Options, Radiant Restricted Shares or Common Stock Units);

(D) merge or consolidate itself or any of its subsidiaries with, acquire all or substantially all of the assets of, or acquire all or a substantial portion of any equity or voting interests of any other person, except for any such transactions among its wholly-owned subsidiaries, or restructure, reorganize or completely or partially liquidate or otherwise enter into any agreements or arrangements imposing material changes or restrictions on its assets, operations or businesses (other than as permitted by clause (F) below);

(E) form any subsidiary of Radiant or any of its subsidiaries;

(F) acquire any business, whether by merger, consolidation, purchase of property or assets or otherwise;

(G) incur, prepay, repurchase, assume or materially modify any indebtedness for borrowed money or guarantee any indebtedness of another person, or issue or sell any debt securities or warrants or other rights to acquire any of its debt securities or of any of its subsidiaries, except for (1) indebtedness for borrowed money (a) interest rate swaps on customary commercial terms consistent with past practice and in compliance with its risk management policies in effect on the date of the Merger Agreement or relating to acquisitions by Radiant, collectively in an amount not to exceed $10,000,000 in the aggregate, or (b) in replacement of existing indebtedness for borrowed money, or (2) guarantees incurred in compliance with the foregoing by it of indebtedness of its wholly-owned subsidiaries;

(H) make or commit to any capital expenditures materially in excess of the aggregate amount reflected in Radiant's capital expenditure budget for the period in which such capital expenditures are made;

(I) transfer, sell, lease, license, mortgage, pledge, surrender, encumber, divest, cancel, abandon or allow to lapse or expire or otherwise dispose of any of its material assets, intellectual property, product lines or businesses or of its subsidiaries, including capital stock of any of its subsidiaries, other than pursuant to contracts in effect as of the date of the Merger Agreement or sales or licenses in the ordinary course of business;

(J) issue, sell, pledge, dispose of, grant, transfer, encumber, or authorize or agree to the issuance, sale, pledge, disposition, grant, transfer, lease, license, guarantee or encumbrance of, any shares of capital stock, or any other equity or voting interest of Radiant or of any its subsidiaries (other than the issuance of shares by a wholly-owned subsidiary to it or another of its wholly-owned subsidiaries), or securities convertible or exchangeable into or exercisable for any shares of such capital stock, or any options, warrants or other rights of any kind to acquire any shares of such capital stock, or such convertible or exchangeable securities, other than in connection with the exercise of the Top-Up Option or any Radiant Options issued as of the date of the Merger Agreement;

(K) make any change with respect to accounting policies or procedures, except as required by changes in GAAP or by law;

(L) except as required by law, (1) make, revoke or change any material tax election or take any material position on any material tax return filed on or after the date of the Merger Agreement or adopt any material method therefor that is inconsistent with elections made, positions taken or methods used in preparing or filing similar tax returns in prior periods or (2) settle or resolve any material tax controversy;

(M) make any material loans, advances or capital contributions to or investments in any person (other than Radiant or any direct or indirect wholly owned subsidiary of Radiant);

(N) enter into any non-competition contract or other contract that limits in any material respect either the type of business in which Radiant or its subsidiaries (or, after the Effective Time, NCR or its affiliates) may engage or the manner or locations in which any of them may engage in any business;

(O) except as required pursuant to contracts in effect as of the date of the Merger Agreement, or as otherwise required by the Merger Agreement or applicable law: (1) grant or provide any severance or

termination payments or benefits to any of its directors, officers or employees; (2) increase the compensation, bonus or pension, welfare, severance or other benefits of, pay any bonus to, or make any new equity awards, except as provided in (J) above, to any of its directors, officers or employees (other than increases in compensation in connections with new-hires and promotions, compensation adjustments in the ordinary course of business consistent with the normal annual review cycle of Radiant and payment of bonuses in the ordinary course of business and consistent with past practices); provided however, Radiant may establish a cash retention program comprised of up to $375,000 in aggregate payments to employees of Radiant who remain employed by Radiant for at least 12 months following the date on which the Merger is consummated pursuant to the Merger Agreement (the "Closing Date"), provided that such amount will increase by $250,000 to a total of $625,000 in aggregate payments if the Offer Closing has not occurred within 90 days from the date of the Merger Agreement, and thereafter NCR will reasonably consider an additional increase to such amount as reasonably requested by Radiant; (3) establish, adopt, amend or terminate any compensation and benefit plan or amend the terms of any outstanding equity-based awards; (4) take any action to accelerate the vesting or payment, or fund or in any other way secure the payment, of compensation or benefits under any compensation and benefit plans, to the extent not already provided in any such plan; (5) change any actuarial or other assumptions used to calculate funding obligations with respect to any compensation and benefit plan or change the manner in which contributions to such plans are made or the basis on which such contributions are determined, except as may be required by GAAP; or (6) forgive any loans to any of its or of any of its subsidiaries' directors, officers or employees;

(P) adopt or enter into any collective bargaining agreement, works council agreement, or other labor union contract applicable to the employees of Radiant or any of its subsidiaries;

(Q) take any action or omit to take any action that would reasonably be expected to result in any of the Offer Conditions or the conditions to the Merger not being satisfied or intended to prevent, delay or materially impair the ability of Radiant to consummate or otherwise impede, interfere or be inconsistent with the Offer, the Merger or any transactions contemplated thereby;

(R) settle any litigation in any forum or any dispute, or any administrative or other proceedings before or threatened to be brought before a governmental entity, including but not limited to any claims of shareholders and any shareholder litigation relating to the Merger Agreement or any transaction contemplated by the Merger Agreement or otherwise, other than settlements solely for monetary compensation and/or the provision of services and/or products by Radiant with an aggregate value of less than $500,000;

(S) disclose any confidential or proprietary information of Radiant or any of its subsidiaries other than pursuant to a confidentiality agreement restricting the right of the recipient thereof to use and disclose such confidential or proprietary information;

(T) fail to keep in force any material insurance policy or replacement or revised provisions providing insurance coverage with respect to the assets, operations and activities of Radiant and its subsidiaries as are currently in effect;

(U) except in the ordinary course of business consistent with past practice, (1) enter into any contract that would constitute a material contract, or modify, amend (in the case of modifications or amendments, in a manner that is, taken as a whole, adverse in to Radiant and its subsidiaries) or terminate any material contract, or (2) waive, release or assign any material rights or claims under any material contract;

(V) convene any annual or special meeting (or any adjournment thereof) of the shareholders of Radiant other than a shareholders meeting (if such a meeting is required by the Merger Agreement and applicable law); or

(W) agree, authorize or commit to do any of the foregoing.

Board of Directors. The Merger Agreement provides that effective upon the Offer Closing, and at all times thereafter, NCR shall be entitled to designate, from time to time, such number of members of the Radiant Board

as will give NCR, subject to compliance with Section 14(f) of the Exchange Act and Rule 14f-1 thereunder, representation equal to at least that number of directors, rounded up to the next whole number, that is the product of (i) the total number of directors (giving effect to the directors elected or appointed by NCR) multiplied by (ii) the percentage that (A) the number of Shares beneficially owned by NCR and its subsidiaries (including Shares accepted for payment pursuant to the Offer and the Top-Up Shares issued to Purchaser) bears to (ii) the number of Shares then outstanding; provided, however, that in the event that NCR's designees are appointed or elected to the Radiant Board, until the Effective Time the Radiant Board shall have at least three Independent Directors (as defined below). Radiant has agreed to promptly take all action requested by NCR necessary or desirable to effect any such election or appointment, including (i) increasing the size of the Radiant Board, (ii) filling vacancies or newly created directorships on the Radiant Board and (iii) obtaining the resignation of such number of its current directors as is, in each case, necessary to enable such designees to be so elected or appointed to the Radiant Board in compliance with applicable law (including, to the extent applicable prior to the Effective Time, Rule 10A-3 under the Exchange Act and applicable NASDAQ Rules), and to take all actions required pursuant to Section 14(f) of the Exchange Act and Rule 14f-1 promulgated thereunder in order to fulfill the foregoing obligations including mailing to its shareholders the information statement containing the information required by Section 14(f) of the Exchange Act and Rule 14f-1 thereunder, and to make such mailing concurrently with the mailing of the Schedule 14D-9. Under the Merger Agreement, NCR and Purchaser are required to provide to Radiant on a timely basis all information required to be included in the information statement with respect to such designees and with respect to NCR's officers, directors and affiliates. After the Offer Closing, Radiant has also agreed, upon NCR's request, to cause the directors elected or designated by NCR to the Radiant Board to serve on and constitute the same percentage (rounded up to the next whole number) as is on the Radiant Board of (i) each committee of the Radiant Board, except for any committee established to take action with respect to the subject matter of the Merger Agreement, (ii) the board of directors of each subsidiary of Radiant and (iii) each committee (or similar body) of each such board, in each case to the extent permitted by applicable law and the NASDAQ Marketplace Rules. The foregoing rights provided to NCR in the Merger Agreement are in addition to and do not limit any rights that NCR, Purchaser or any of their respective affiliates may have as a record holder or beneficial owner of shares of Shares as a matter of applicable law with respect to the election of directors or otherwise.

Following the election or appointment of NCR's designees pursuant to the Merger Agreement and prior to the Effective Time, the affirmative vote of a majority of the Independent Directors then in office shall be required for Radiant to consent (i) to amend or terminate the Merger Agreement on behalf of Radiant, (ii) to waive any of Radiant's rights or remedies under the Merger Agreement or (iii) to extend the time for the performance of any of the obligations or other acts of NCR or Purchaser. For purposes of the Merger Agreement, an "Independent Director" means a member of the Radiant Board who is a member of the Radiant Board on the date of the Merger Agreement and an "independent director" as defined by Rule 5605(a)(2) of the NASDAQ Marketplace Rules.

The Merger Agreement further provides that (i) the directors of Purchaser immediately prior to the Effective Time will be the directors of the surviving corporation in the Merger until the next annual meeting of shareholders of the surviving corporation (or until their earlier resignation or removal) and until their respective successors are duly elected and qualified, as the case may be; and (ii) the individuals designated by NCR, by notice given no later than five days prior to the Closing Date, shall be the officers of the surviving corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal.

Indemnification; Insurance. In the Merger Agreement, NCR has agreed to cause the surviving corporation in the Merger, and its subsidiaries, to honor and fulfill in all respects the obligations of Radiant and its subsidiaries under any and all agreements for indemnification between Radiant or any of its subsidiaries and any of their respective current or former directors and officers and any person who becomes a director or officer of Radiant or any of its subsidiaries prior to the Offer Closing. In addition, for a period of six years following the Offer Closing, the surviving corporation of the Merger and its subsidiaries shall (and NCR shall cause the

surviving corporation to) cause the organization documents of the surviving corporation and its subsidiaries to contain provisions with respect to indemnification, exculpation from liability and the advancement of expenses that are at least as favorable as the indemnification, exculpation from liability and advancement of expense provisions set forth in the articles of incorporation and bylaws (or other similar organizational documents) of Radiant and its subsidiaries as of the date of the Merger Agreement, and during such six-year period, such provisions shall not be amended, repealed or otherwise modified in any manner, except as required by applicable law or order.

For six years following the Effective Time, to the fullest extent permitted by applicable law, the surviving corporation and its subsidiaries shall (and NCR has agreed to cause the surviving corporation and its subsidiaries to) indemnify and hold harmless each current or former director and officer of Radiant and any person who becomes a director or officer of Radiant or any of its subsidiaries prior to the Offer Closing, from and against any costs, fees and expenses (including reasonable attorneys' fees and investigation expenses), judgments, fines, losses, claims, damages, liabilities and amounts paid in settlement in connection with any claim, proceeding, investigation or inquiry, whether civil, criminal, administrative or investigative, to the extent such claim, proceeding, investigation or inquiry arises directly or indirectly out of or pertains directly or indirectly to (i) any action or omission or alleged action or omission in such person's capacity as a director, officer, employee or agent of Radiant or any of its subsidiaries or other affiliates (regardless of whether such action or omission, or alleged action or omission, occurred prior to, at or after the Effective Time), or (ii) any of the transactions contemplated by the Merger Agreement.

NCR has agreed to, and shall cause Radiant to, maintain in effect for six years after the Effective Time Radiant's current policies of directors' and officers' liability insurance ("D&O Insurance") in respect of acts or omissions occurring at or prior to the Effective Time, covering each person covered by the D&O Insurance, on terms with respect to the coverage and amounts that are equivalent to those of the D&O Insurance, to the extent that annual premiums of such liability insurance do not exceed 250% of the amount paid by Radiant for coverage for its last full fiscal year (the "Maximum Annual Premium"); provided, however, that if the annual premiums for such insurance exceed such amount, NCR will obtain the greatest coverage available at a cost not exceeding such amount. Under the Merger Agreement, prior to the Offer Closing, Radiant may, and, if Radiant is unable to, NCR has agreed to cause the surviving corporation to, and the surviving corporation is obligated to, purchase a six-year "tail" prepaid policy on the D&O Insurance, provided that the aggregate annual premium for such "tail policy" shall not exceed the Maximum Annual Premium. If Radiant or the surviving corporation for any reason shall not obtain such "tail" insurance policies for such six year period as of the Effective Time, the surviving corporation shall, and NCR has agreed to cause the surviving corporation to, continue and maintain in effect for such a period of at least six years following the Effective Time Radiant's directors' and officers' liability insurance policies in effect as of the date of the Merger Agreement covering acts or omissions occurring at or prior to the Effective Time with respect to those persons who as of the date of the Merger Agreement (and any additional persons who at or prior to the Effective Time were or become) covered by Radiant's directors' and officers' liability insurance policies on terms with respect to such coverages and in amount, not less favorable to such persons than those in effect on the date of the Merger Agreement (or NCR may substitute therefor policies, issued by reputable insurers, of at least the same coverage with respect to matters occurring prior to the Effective Time, provided that any such substitution shall not result in any gaps or lapses of coverage with respect to facts, events, acts or omissions occurring at or after the Effective Time), provided, however, that in satisfying the foregoing obligations, NCR and the surviving corporation shall not be obligated to pay annual premiums in excess of the Maximum Annual Premium.

***Employee Matters*.** The Merger Agreement provides that Radiant shall promptly notify NCR of all new employees hired and all employee promotions made during the period commencing on the date of the Merger Agreement through the Closing Date. During the period from the Closing Date until the 12-month anniversary of the Merger Agreement, NCR has agreed to, or to cause its subsidiaries to, provide to each person who is employed by Radiant or any of its subsidiaries immediately prior to the Effective Time and who remains in the employment of Radiant and its subsidiaries on or after the Effective Time (the "Continuing Employees")

compensation (including base salary and incentive and bonus opportunities, but excluding equity-based compensation) and benefits (including paid time off, 401(k), health and severance) that are not materially less favorable (taken as a whole) than those provided to the Continuing Employees immediately prior to the Effective Time. Each Continuing Employee who is employed by Radiant or any of its subsidiaries as of the Offer Closing shall be entitled to receive 100% of his or her target cash bonus for 2011, which bonus shall be payable on the date on which such bonus would otherwise be paid, as long as such Continuing Employee is employed by Radiant or any of its subsidiaries as of such date; provided, if prior to the date on which the bonus would be paid, such Continuing Employee's employment is terminated by Radiant or such subsidiary without Cause (Cause shall be defined and have the meaning accorded to it under Georgia common law, including but not limited to employee's violation of Radiant's or NCR's Code of Conduct), such Continuing Employee shall receive such bonus on or about the date of termination.

The Merger Agreement provides that the service of each Continuing Employee with Radiant or any of its subsidiaries (or any predecessor employer) prior to the Effective Time shall be treated as service with NCR and its subsidiaries for purposes of each (i) "employee pension benefit plan" (as defined in Section 3(2) of ERISA), (ii) "employee welfare benefit plan" (as defined in Section 3(1) of ERISA), (iii) post-retirement or employment health or medical plan, program, policy or arrangement, (iv) bonus, incentive or deferred compensation or equity or equity-based compensation plan, program, policy or arrangement, (v) severance, change in control, retention or termination plan, program, policy or arrangement or (vi) other material compensation or benefit plan, program, policy or arrangement (each, a "NCR Benefit Plan") which NCR makes available to such Continuing Employee, including for purposes of eligibility, vesting and benefit levels and accruals (other than benefit accruals under any tax-qualified retirement plan), but not in any case where credit would result in duplication of benefits or for purposes of accrual of pension benefits.

Following the Effective Time, for purposes of each NCR Benefit Plan in which any Continuing Employee or his or her eligible dependents is eligible to participate after the Effective Time, the Merger Agreement requires NCR to, or to cause its subsidiaries to, (i) waive any pre-existing condition, exclusion, actively-at-work requirement or waiting period to the extent such condition, exclusion, requirement or waiting period was satisfied or waived under the comparable Radiant Compensation and Benefit Plan as of the Effective Time (or, if later, any applicable plan transaction date) and (ii) provide full credit for any co-payments, deductibles or similar payments made or incurred prior to the Effective Time for the plan year in which the Effective Time (or such transition date) occurs.

Except as specifically contemplated by the Merger Agreement, NCR shall, and shall cause its subsidiaries to, honor, in accordance with its terms, each compensation and benefit plan of Radiant prior to the Effective Time and all obligations thereunder, including any rights or benefits arising as a result of the transactions contemplated by the Merger Agreement (either alone or in combination with any other event), and NCR acknowledged that the consummation of the Merger constitutes a change of control for all purposes under such compensation and benefit plans.

Nothing in the Merger Agreement shall be construed as requiring NCR or any of its subsidiaries to employ any Continuing Employee for any length of time following the Closing Date; and nothing, express or implied, shall be construed to prevent NCR or any of its subsidiaries from (i) terminating, or modifying the terms of employment of, any Continuing Employee following the Closing Date or (ii) terminating or modifying to any extent any compensation and benefit plan of Radiant in effect prior to the Effective Time, NCR Benefit Plan or any other employee benefit plan, program, agreement or arrangement that NCR or any of its subsidiaries may establish or maintain provided, however, that to the extent that, and for so long as, a Continuing Employee remains employed by NCR or any of its subsidiaries during the 12-month period following the Closing, the compensation and benefits payable to such employee during such period shall be subject to the foregoing. No covenant or other undertaking in the Merger Agreement shall constitute an amendment to any employee benefit plan, program, policy or arrangement, and any covenant or undertaking that suggests that an employee benefit plan, program, policy or arrangement will be amended shall be effective only upon the adoption of a written amendment in accordance with the amendment procedures of such plan, program, policy or arrangement.

The Merger Agreement also provides that Radiant will use its reasonable efforts, as soon as possible after the date of the Merger Agreement, to assist NCR in obtaining retention and noncompete agreements in the form approved by NCR from those employees of Radiant reasonably requested by NCR.

Filings; Other Actions; Notification. Subject to the terms and conditions set forth in the Merger Agreement, Radiant and NCR are required to cooperate with each other and use their respective reasonable best efforts to take or cause to be taken all actions, and do or cause to be done all things, reasonably necessary, proper or advisable on its part under the Merger Agreement and applicable laws to consummate and make effective the Offer, the Merger and the other transactions contemplated by the Merger Agreement as soon as practicable, including preparing and filing as promptly as practicable all documentation to effect all necessary notices, reports and other filings and to obtain as promptly as practicable all consents, registrations, approvals, permits, actions, non-actions, and authorizations necessary or advisable to be obtained from any third party and/or any governmental entity, in order to consummate the Offer, the Merger or any of the other transactions contemplated by the Merger Agreement. Each party from whom a filing under the HSR Act would be required in order for the transactions contemplated by the Merger Agreement to be consummated lawfully is also required to, as promptly as practicable (but in no event later than five business days) following the date of the Merger Agreement, file with the Federal Trade Commission (the "FTC") and the Antitrust Division of the United States Department of Justice (the "DOJ") all materials initially required to be filed under the HSR Act in connection with the transactions contemplated by the Merger Agreement. The Merger Agreement also requires each party thereto, as promptly as practicable following the date of the Merger Agreement, to make all other filings necessary or appropriate under any applicable foreign antitrust or competition law in connection with the transactions contemplated by the Merger Agreement.

To the extent permitted by applicable law, the parties must request expedited treatment of any such filings and work together and furnish to one another such necessary information and reasonable assistance as the other may require in connection with its preparation of any filing or submission under the HSR Act or other antitrust or competition law. To the extent permitted by applicable law, the parties agreed to keep one another promptly apprised of the status of all proceedings before any governmental entity relating to the Merger Agreement and the transactions contemplated by the Merger Agreement under any antitrust or competition law, and to give each other advance notice of, and a meaningful opportunity to review, all communications with, and all inquiries or requests for additional information from, the FTC, the DOJ or any other applicable governmental entity relating to such a proceeding, and to comply promptly with any such reasonable inquiry or request from a governmental entity. To the extent permitted by the relevant governmental entity, the parties agreed to permit one another to attend all meetings or conferences between one or more of the parties and one or more governmental entities under the HSR Act or other antitrust or competition law.

In connection with any filing or submission required or action to be taken by either NCR or Radiant to consummate the Offer and the Merger, the Merger Agreement does not require NCR or any of its subsidiaries or affiliates to propose or agree to accept any undertaking or condition, to enter into any consent decree, to make any divestiture or accept any operational restriction, or take or commit to take any action, in each of the foregoing cases, (i) the effectiveness or consummation of which is not conditional on the consummation of the Offer and the Merger or (ii) that would be reasonably likely to (A) materially adversely impact the benefits expected to be derived by NCR as a result of the transactions contemplated by the Merger Agreement, or (B) impose material limitations on NCR's ownership or operation (or that of any of NCR's subsidiaries or affiliates), including NCR's exercise of rights of full ownership of Radiant shares purchased by Purchaser in the Offer on all shareholder matters.

The Merger Agreement provides that each of Radiant and NCR are required, upon request by the other, to furnish the other with all information concerning itself, its subsidiaries, directors, officers and shareholders and such other matters as may be reasonably necessary or advisable in connection with the proxy statement or any other statement,

filing, notice or application made by or on behalf of NCR, Radiant or any of their respective subsidiaries to any third party and/or any governmental entity in connection with the Offer, the Merger and the transactions contemplated by the Merger Agreement. Under the terms of the Merger Agreement, subject to applicable law and the instructions of any governmental entity, Radiant and NCR have agreed to (i) keep the other apprised of the status of matters relating to completion of the transactions contemplated by the Merger Agreement, including promptly furnishing the other with copies of notices or other communications received by NCR or Radiant, as the case may be, or any of its subsidiaries, from any third party and/or any governmental entity with respect to such transactions; and (ii) give prompt notice to the other of any change that is reasonably likely to result in a Company Material Adverse Effect or prevent or materially delay the consummation by NCR or Purchaser of the transactions contemplated by the Merger Agreement, respectively or of any failure to the other party's conditions to effect the Offer Closing or the Merger.

The Merger Agreement provides that neither NCR nor Radiant may permit any of its officers or any other representatives or agents to participate in any meeting, conference, or other communication with any governmental entity in respect of any filings, investigation or other inquiry under any antitrust or competition law relating to the transactions contemplated by the Merger Agreement unless it consults with the other party in advance and, to the extent permitted by such governmental entity, gives the other party the opportunity to attend and participate thereat.

Financing Assistance. Under the terms of the Merger Agreement, NCR has agreed to use, and to cause its affiliates to use, reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to keep the debt financing on the terms and conditions described in the commitment letter and the related fee letter pursuant to which and subject to the terms and conditions thereof the parties thereto (other than any of NCR or Purchaser) have committed to provide the debt financing (the "Financing Commitment") in full force and effect and to arrange the debt financing on the terms and conditions described in the Financing Commitment (including any "flex" provisions thereof), including using reasonable best efforts:

(i) to negotiate and enter into, and keep in effect, the definitive agreements with respect thereto on the terms and conditions contained in the Financing Commitment (or on other terms acceptable to NCR, provided such terms do not contain any conditions to funding on the Offer Closing Date and the Closing Date and would not otherwise reasonably be expected to impair or delay the consummation of the debt financing),

(ii) to satisfy (or cause its affiliates to satisfy) all conditions applicable to NCR and its subsidiaries to obtaining the debt financing set forth in the Financing Commitment that are within their control and to otherwise comply with all of their obligations under the Financing Commitments,

(iii) to enforce the Financing Commitment (including by taking such action necessary to cause each Financing Source (as defined below) thereunder to specifically perform their obligations in accordance with the terms thereof),

(iv) to take each of the actions required of Radiant and its subsidiaries described below with respect to itself and its subsidiaries, and

(v) to consummate the debt financing contemplated by the Financing Commitment at or prior to the Offer Closing and the Closing, as applicable, including using its reasonable best efforts to cause the Financing Sources (as defined below) to fund the debt financing required to consummate the Offer at the Offer Closing and the Merger at the Closing.

The Merger Agreement provides that NCR and Purchaser shall not modify, amend, waive, supplement or otherwise alter the Financing Commitment or the definitive agreements with respect thereto or any of the terms thereof, except that NCR has the right from time to time to amend, replace, supplement or otherwise modify, or waive any of their rights under, the Financing Commitment or the definitive agreements with respect thereto, and/or substitute other debt or equity financing for all or any portion of the Financing Commitment from the same and/or alternative financing sources; provided, that any such amendment, replacement, supplement or other

modification to or waiver of any provision of the Financing Commitment or such definitive agreements that amends the Financing Commitment and/or substitution of all or any portion of the debt financing shall not (i) expand upon the conditions precedent to the debt financing as set forth in the Financing Commitment or (ii) reasonably be expected to prevent, impede or delay the consummation of the Offer and the Merger and the other transactions contemplated hereby.

The Merger Agreement provides that, with prior notice to Radiant, NCR may reduce the amount of debt financing under the Financing Commitment or the definitive agreements with respect thereto in its reasonable discretion; provided, that NCR shall not reduce the debt financing to an amount committed below the amount sufficient to satisfy all of their obligations under the Merger Agreement, including the payment of the Offer Price in respect of each Share validly tendered and accepted for payment in the Offer, the aggregate merger consideration, the payment of any indebtedness required to be repaid, redeemed, retired, canceled, terminated or otherwise satisfied in connection with the transactions contemplated by the Merger Agreement and all associated costs and expenses (together, the "Required Amount"); and provided further that such reduction shall not (i) expand upon the conditions precedent to the debt financing as set forth in the Financing Commitment or (ii) reasonably be expected to prevent, impede or delay the consummation of the Offer and the Merger and the other transactions contemplated the Merger Agreement. In the event that any portion of the debt financing becomes unavailable or NCR becomes aware of any event or circumstance that makes any portion of the debt financing unavailable, in each case, on the terms and conditions set forth in the Financing Commitment, and such portion is reasonably required to consummate the Offer and the Merger and the other transactions contemplated by the Merger Agreement, NCR has agreed to promptly notify Radiant of such event, and to use its reasonable best efforts to obtain, as promptly as practicable following the occurrence of such event, any such portion from alternative sources ("Alternative Financing") on terms that will still enable NCR to consummate the transactions contemplated by the Merger Agreement. NCR has agreed, pursuant to the Merger Agreement, to deliver to Radiant true and complete copies of all agreements related to such Alternative Financing (excluding fee letters and engagement letters to the extent NCR is prohibited from providing such letters, or, if not so prohibited, with numerical amounts and other economic terms redacted).

The Merger Agreement provides that Radiant shall provide, and shall cause its subsidiaries and its and their respective representatives and advisors, including legal, tax, regulatory and accounting, to provide, such cooperation as is reasonably requested by NCR or any Financing Source in connection with any debt financing, including but not limited to: (i) promptly providing, no later than the date that the Offer is commenced on the terms set forth herein, all financial and other customary information and data relating to Radiant and its subsidiaries, including audited annual and unaudited quarterly financial statements and other information relating to Radiant and its subsidiaries to be included in a confidential information memorandum for prospective lenders necessary to satisfy the requirements of the Financing Commitment relating to the commencement of general syndication of the debt financing contemplated thereby, (ii) using reasonable best efforts to assist NCR in preparing (A) a pro forma consolidated balance sheet and related pro forma consolidated statement of income of NCR and its subsidiaries (including Radiant and its subsidiaries) as of and for the twelve-month period ending on the last day of the most recently completed four-fiscal quarter period ended at least 45 days prior to the Offer Closing, prepared after giving effect to the Merger as if the Merger had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of such statement of income), and (B) pro forma projections giving effect to the Merger, of balance sheets, income statements and cash flow statements on a quarterly basis for the period commencing with the third fiscal quarter of 2011 and ending with the fiscal quarter ending December 31, 2012, and on an annual basis commencing with the 2013 fiscal year through the end of the 2016 fiscal year, (iii) making senior management of Radiant and its subsidiaries reasonably available to participate in meetings, presentations, road shows, due diligence sessions and sessions with the rating agencies, (iv) assisting in the preparation and delivery, no later than the date that the Offer is commenced on the terms set forth herein, of one or more confidential information memoranda and other marketing materials, (v) using its reasonable best efforts to procure customary certificates, accounting comfort letters (including consents of accountants for the use of their reports in any materials relating to any debt financing), legal opinions or such other documents and instruments relating to the debt financing as may be reasonably requested by NCR

or any Financing Source, (vi) providing a representation to NCR that the public side versions of such documents, if any, do not include material non-public information about Radiant or its affiliates or securities, (vii) assisting NCR and the Financing Sources in the amendment or termination of, or in obtaining any relevant waiver from the lenders or counterparties of Radiant or any of its subsidiaries in relation to, any of Radiant's or any of its subsidiaries' existing credit agreements, currency or interest hedging agreements, or other agreements (including, for the avoidance of doubt, any arrangements creating security interests), in each case, conditioned upon the occurrence of the Offer Closing and otherwise on terms satisfactory to NCR and Radiant and that are reasonably requested by NCR in connection with the debt financing, and (viii) using its reasonable best efforts to ensure that that the syndication efforts benefit from the existing banking relationships of Radiant and its subsidiaries.

The Merger Agreement also provides that in the case of each of clauses (i) through (viii) above, (A) that none of Radiant or any of its subsidiaries shall be required to pay any commitment or other fee, provide any security, enter into any definitive agreement or incur any other liability or obligation in connection with the debt financing, other than as required under clause (vii) above prior to the Effective Time, (B) (I) no obligation of Radiant or any of its subsidiaries under any certificate, document or instrument executed and delivered by Radiant or any of its subsidiaries in the performance of its obligations under clauses (i) through (v) and (viii) above shall be effective until the Effective Time and none of Radiant or any of its subsidiaries shall be required to take any action under any such certificate, document or instrument that is not contingent upon the Effective Time (including the entry into any agreement that is effective before the Effective Time) or that would be effective prior to the Effective Time and (II) no obligation of Radiant or any of its subsidiaries under any certificate, document or instrument executed and delivered by Radiant or any of its subsidiaries in the performance of its obligations under clauses (vi) or (vii) above shall be effective until the Offer Closing and none of Radiant or any of its subsidiaries shall be required to take any action under any such certificate, document or instrument that is not contingent upon the Offer Closing (including the entry into any agreement that is effective before the Offer Closing), (C) (I) all non-public or other confidential information provided by Radiant or any of its representatives pursuant to the foregoing shall be kept confidential in accordance with the Confidentiality Agreement, except that NCR shall be permitted to disclose such information to the Financing Sources and other potential syndicate members during syndication, subject to customary confidentiality undertakings by such potential syndicate members and (II) Radiant shall be permitted a reasonable period to comment on any documents or other information circulated to potential Financing Sources that contain or are based upon any such material non-public or other material confidential information, provided, that Radiant shall promptly provide any such comments, and (D) that such requested cooperation does not unreasonably interfere with the ongoing operations of Radiant and its subsidiaries. Pursuant to the Merger Agreement, Radiant has consented to the reasonable use of its and its subsidiaries' logos in connection with the debt financing in a manner customary for similar financing transactions.

For purposes of the Merger Agreement, "Financing Sources" means any entity or entities that commit to provide or otherwise enter into agreements in connection with any debt financing proposed to be provided to NCR in connection with the transactions contemplated by the Merger Agreement, as identified by NCR to Radiant.

Under the Merger Agreement, Radiant and its affiliates and employees have no responsibility for any financing that NCR may raise in connection with the transactions contemplated thereby.

The Merger Agreement requires NCR to indemnify and hold harmless Radiant, its subsidiaries and representatives from and against any and all liabilities, losses, damages, claims, costs, expenses, interest, awards, judgments and penalties suffered or incurred by them in connection with the arrangement of the debt financing, and any information utilized in connection therewith (other than arising from (i) fraud, gross negligence or intentional misrepresentations by Radiant or its subsidiaries, or (ii) any written historical financial information of Radiant or any of its subsidiaries provided to NCR or the Financing Sources in connection with the debt financing which is (A) of the type prepared by Radiant or such subsidiary in the ordinary course of business and (B) judicially determined by a court of competent jurisdiction to have contained a material misstatement or

omission). NCR also agreed to, promptly upon request by Radiant, reimburse Radiant for all documented and reasonable out-of-pocket costs incurred by Radiant or its subsidiaries in connection with the foregoing obligations of Radiant.

Obtaining the debt financing is not a condition to the Closing, and the parties are obligated under the Merger Agreement to consummate the Offer, the Merger, and the other transactions contemplated by the Merger Agreement, subject to and in accordance with the terms and conditions thereof, irrespective and independently of the availability of the debt financing or the completion of such issuance.

Takeover laws. The Merger Agreement provides that if any state anti-takeover or other similar law is or may become applicable to the Merger or the other transactions contemplated by the Merger Agreement, each of NCR and Radiant and their respective Boards of Directors shall grant such approvals and take such actions as are necessary so that such transactions may be consummated as promptly as practicable on the terms contemplated by the Merger Agreement or by the Merger and otherwise use reasonable best efforts to act to eliminate or minimize the effects of such statute or regulation on such transactions.

Amendment. The Merger Agreement provides that it may be amended by the parties at any time, provided, however, that in the event that the Merger Agreement is adopted by Radiant's shareholders in accordance with Georgia law, no amendment shall be made to the Merger Agreement that requires the approval of Radiant's shareholders under Georgia law without such approval.

Assignment. The Merger Agreement is not assignable by operation of law or otherwise; provided, however, that NCR may designate prior to the Effective Time, by written notice to Radiant, another wholly-owned direct or indirect subsidiary (incorporated in the State of Georgia) to be a party to the Merger in lieu of Purchaser, in which event all references in the Merger Agreement to Purchaser shall be deemed references to such other subsidiary (except with respect to representations and warranties made in the Merger Agreement with respect to Purchaser as of the date of the Merger Agreement) and all representations and warranties made in the Merger Agreement with respect to Purchaser as of the date of the Merger Agreement shall also be made with respect to such other subsidiary as of the date of such designation. Any assignment of the Merger Agreement in contravention of the preceding sentence shall be null and void.

No Third Party Beneficiaries. The Merger Agreement is not intended to, and does not, confer upon any other person or entity any rights or remedies thereunder, except (i) as set forth in or contemplated by the terms and provisions of the Merger Agreement relating to directors' and officers' indemnifications and insurance and governing law, venue, and waiver of jury trial, (ii) from and after the Offer Closing, the rights of holders of Shares and other Radiant securities to receive the consideration pursuant to the Offer and (iii) from and after the Effective Time, the rights of holders of Shares and other Radiant securities to receive the consideration pursuant to the Merger.

Remedies. Under the Merger Agreement, except as otherwise provided therein, any and all remedies therein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred thereby, or by law or equity upon such party, and the exercise by a party of any one remedy would not preclude the exercise of any other remedy. The parties to the Merger Agreement agree that irreparable damage would occur in the event that any provision of the Merger Agreement is not performed in accordance with its specific terms or is otherwise breached, and that money damages or other legal remedies would not be an adequate remedy for any such damages. Accordingly, the parties agree that in the event of any breach or threatened breach by a party, of any of their respective covenants or obligations set forth in the Merger Agreement, the other party (or parties), will be entitled to an injunction or injunctions to prevent or restrain such breaches or threatened breaches and to specifically enforce the terms and provisions of the Merger Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of the other party under the Agreement. The parties further agree not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches or threatened breaches of the Merger

Agreement by such party (or parties), and to specifically enforce the terms and provisions of the Merger Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such party (or parties) under the Merger Agreement.

***Representations and Warranties*.** Under the Merger Agreement, Radiant has made customary representations and warranties to NCR and Purchaser, including, but not limited to, representations relating to: organization, existence and good standing of Radiant; authorization, execution, delivery and performance of the Merger Agreement and the agreements and transactions contemplated thereby; approval requirements of Radiant's shareholders to adopt the Merger Agreement and consummate the Merger; no violations of law, conflicts with or consents required in connection with the Merger Agreement and the agreements and transactions contemplated thereby; government approvals required to execute and deliver and perform the obligations of the Merger Agreement; Radiant's capitalization; the due organization, valid existence and good standing of Radiant's subsidiaries; ownership of Radiant's subsidiaries; the filing of all requisite reports, forms and documents with the SEC; Radiant's public information and financial statements; absence of certain changes or events; the validity of Radiant's material contracts; property and assets; intellectual property; tax matters; employee plans; labor matters; permits and compliance; compliance with Foreign Corrupt Practices Act and related bribery and anti-corruption laws; environmental matters; litigation; insurance; related party transactions; information supplied in the Offer documents and proxy statement; application of Sections 14-2-1110 et seq. and 14-2-1131 et seq. of the GBCC; opinions of Radiant's financial advisors; and brokers' and finders' fees.

In the Merger Agreement, NCR and Purchaser have made customary representations and warranties to Radiant, including, but not limited to, representations relating to: organization, existence and good standing of NCR and Purchaser; authorization, execution, delivery and performance of the Merger Agreement and the transactions contemplated thereby; governmental authority and consents required for the Merger Agreement; information supplied in the Offer documents and proxy statement; sufficiency of funds; not being an "interested shareholder" of Radiant; brokers and finders; and operations of Purchaser, and matters relating to the debt financing being obtained by NCR relating to the transactions contemplated by the Merger Agreement.

The representations and warranties contained in the Merger Agreement are subject to certain limitations agreed upon by NCR, Purchaser and Radiant in the Merger Agreement, in some cases subject to a standard of materiality provided for in the Merger Agreement, and are qualified by information in confidential disclosure schedules that were provided by Radiant in connection with the signing of the Merger Agreement. These confidential disclosure schedules contain information that modifies, qualifies and creates exceptions to the representations and warranties set forth in the Merger Agreement. Moreover, the representations and warranties in the Merger Agreement were negotiated with the principal purpose of allocating risk among NCR, Purchaser and Radiant, and establishing the circumstances under which NCR and Purchaser would have the right not to consummate the Offer or the Merger or under which a party may have the right to terminate the Merger Agreement, rather than establishing matters of fact.

Other Arrangements

Tender Agreement. Pursuant to the Tender Agreement, the Tendering Shareholders have agreed to tender and sell an aggregate of 3,429,325 Tender Shares (representing approximately 8.4% of the outstanding Shares as of July 11, 2011) owned by them to us pursuant to and in accordance with the terms of the Offer. The Tender Agreement also provides that all Shares issued upon the exercise of options to purchase Shares owned or beneficially owned by the Tendering Shareholders as of the date of the Tender Agreement (the "Tender Options") shall be considered Tender Shares.

Pursuant to the Tender Agreement, each of the Tendering Shareholders has agreed (i) to tender the Tender Shares into the Offer as promptly as practicable after the commencement of the Offer, and in any event no later than the tenth business day following the commencement of the Offer, free and clear of any claims, liens, encumbrances and security interests of any nature whatsoever that would prevent such shareholder from tendering its shares in accordance with the Tender Agreement or otherwise complying with its obligations under the Tender Agreement and (ii) not to withdraw any Tender Shares so tendered unless the Offer has been terminated or has expired, in each case, in accordance with the terms of the Merger Agreement, or the Merger Agreement has been terminated in accordance with its terms.

Until the earlier of (i) the termination of the Merger Agreement in accordance with its terms; (ii) the termination or expiration of the Offer, without any Tender Shares being accepted for payment thereunder; (iii) the Effective Time; or (iv) the amendment of the terms of the Offer to reduce the price or change the form of consideration to be paid for the Shares, each of the Tendering Shareholders has agreed not to (i) directly or indirectly, offer for sale or redemption, sell, transfer, tender, pledge, encumber, assign, or otherwise dispose of or enter into any contract with respect to the transfer of any or all of the Tendering Shareholder's Tender Shares, Tender Options or any other Radiant securities to any other person other than pursuant to the Merger Agreement or the Offer or in connection with the exercise of any Tender Options; (ii) grant any proxies or powers of attorney, or any other authorization or consent with respect to any or all of its Tender Shares; (iii) deposit any of its Tender Shares or Tender Options into a voting trust or enter into a voting agreement, other than pursuant to the Tender Agreement or (iv) take any action that would make any of its representations or warranties to be untrue or incorrect in any material respect or that would reasonably be expected to have the effect of preventing or delaying it from performing its obligations under the Tender Agreement.

During the term of the Tender Agreement, each of the Tendering Shareholders have agreed to vote all of its Tender Shares and any other shares of capital stock of Radiant owned, beneficially or of record, by such Tendering Shareholder during the term of the Tender Agreement that are entitled to vote at any meeting of the shareholders of Radiant, however called, (i) in favor of adoption and approval of the Merger Agreement and the transactions contemplated thereby, including but not limited to the Merger, and (ii) against the following actions (other than the Merger and the transactions contemplated by the Merger Agreement): (A) any Acquisition Proposal; and (B) any other action, transaction or proposal involving Radiant or any of its subsidiaries that is intended or would reasonably be expected to result in any other conditions set forth in Article VIII of or Exhibit A to the Merger Agreement not being fulfilled or satisfied on or prior to the date of the Offer Closing or the Expiration Date.

Each of the Tendering Shareholders has also irrevocably granted and appointed NCR and any designee of NCR and each of NCR's officers, in their respective capacities as NCR's officers, their proxy and attorney–in–fact to represent, vote and otherwise act with respect to the matters listing in the preceding paragraph until the termination of the Tender Agreement, to the same extent and with the same effect as the Tendering Shareholder might or could do under applicable law, rules and regulations.

During the term of the Tender Agreement, each of the Tendering Shareholders has agreed not to (whether directly or indirectly through its advisors, agents or other intermediaries), engage in any conduct as to which Radiant is prohibited by the non-solicitation provision of the Merger Agreement; provided, however that the Tendering Shareholders shall not be prevented from acting in their capacities as employees, officers or directors of Radiant, or taking any action in such capacity (including at the direction of the Radiant Board), but only in either such case as and to the extent permitted by the non-solicitation provision of the Merger Agreement.

The Tender Agreement terminates on the earlier of (i) the termination of the Merger Agreement in accordance with its terms, (ii) the termination or expiration of the Offer, without any Tender Shares being accepted for payment thereunder, (iii) the Effective Time and (iv) the amendment of the terms of the Offer to reduce the price or change the form of consideration to be paid for the Shares.

The foregoing summary is qualified in its entirety by reference to the complete text of the Tender Agreement and the First Amendment to Tender and Voting Agreement, which are filed as Exhibit (d)(2) and Exhibit (d)(3), respectively, to the Schedule TO filed by NCR on July 25, 2011 and are incorporated herein by reference.

Confidentiality Agreement. On May 27, 2011 the parties entered into the Mutual Nondisclosure Agreement (the "Confidentiality Agreement"), which governs the disclosure of any confidential information concerning the other party to other persons. As a condition to being furnished confidential information of the other party, in the Confidentiality Agreement, each of NCR and Radiant agreed, among other things, to keep such confidential

information confidential and to use it only for specified purposes. The foregoing summary is qualified in its entirety by reference to the complete text of the Confidentiality Agreement, which is filed as Exhibit (d)(8) to the Schedule TO filed by NCR on July 25, 2011 and is incorporated herein by reference.

Exclusivity Agreement. NCR and Radiant entered into an exclusivity agreement, dated as of June 30, 2011 (the "Exclusivity Agreement"), in connection with a possible negotiated transaction involving NCR and Radiant. Under the Exclusivity Agreement, Radiant agreed not to, among other things, for a specified time period, directly or indirectly, solicit, initiate, negotiate or discuss any offer or proposal for a business combination transaction involving Radiant and any party other than NCR and its affiliates. The foregoing summary is qualified in its entirety by reference to the complete text of the Exclusivity Agreement, which is filed as Exhibit (d)(9) to the Schedule TO filed by NCR on July 25, 2011 and is incorporated herein by reference.

Retention Agreement and Offer Letter with Andrew S. Heyman. On July 11, 2011, in connection with the execution of the Merger Agreement, NCR and Radiant entered into a retention incentive letter with Radiant's Chief Operating Officer, Andrew S. Heyman (the "Retention Agreement"). Mr. Heyman also received and accepted an offer letter from NCR that will be effective upon the Offer Closing. Pursuant to the terms of the Retention Agreement, effective as of the Offer Closing, Mr. Heyman will continue his employment with Radiant. If he continues in the employ of Radiant for a period of twelve months after the Offer Closing, he will be entitled to receive a retention bonus payment of $270,000; if he continues employment during the period commencing on the 12-month anniversary of the Offer Closing through the 18-month anniversary of the Offer Closing, or if his employment is terminated without "Cause" (as defined in the Retention Agreement), he terminates his employment for "Good Reason" (as defined in the Retention Agreement), he dies or becomes disabled during that period, he will receive an additional retention bonus payment of $135,000. The Retention Agreement does not modify, amend or terminate any other benefit arrangements between Mr. Heyman and Radiant, including but not limited to, the Senior Executive Change in Control Severance Plan or the provisions of the Merger Agreement. In addition, for a period of two years following Mr. Heyman's termination of employment with Radiant, Mr. Heyman has agreed to certain restrictions on solicitation and competition with Radiant and NCR. Neither the Retention Agreement nor the offer letter will become operative unless and until the Offer is consummated.

The foregoing summary of the Retention Agreement and the offer letter is qualified in its entirety by reference to the Retention Agreement and the offer letter, which are filed as Exhibit (d)(6) and Exhibit (d)(7), respectively, to the Schedule TO filed by NCR on July 25, 2011 and are incorporated herein by reference.

Noncompetition Agreements. On July 11, 2011, in connection with the execution of the Merger Agreement, NCR and Radiant entered into non-competition agreements with Radiant's Chief Technology Officer and Chairman of the Board, Alon Goren, and Radiant's Chief Executive Officer, John Heyman (the "Non-Competition Agreements"). Pursuant to the terms of the Non-Competition Agreements, John Heyman and Alon Goren have agreed not to compete with Radiant for a period of two years following the closing of the Offer, to maintain the confidentiality of trade secret information of Radiant, and to certain restrictions on soliciting, recruiting or hiring employees of Radiant and NCR. In consideration for these agreements, NCR agreed to include Mr. Heyman and Mr. Goren as individuals who are entitled to receive a cash payment for certain outstanding Radiant equity awards as provided in the Merger Agreement, in the amount of $443,394 and $112,014, respectively, that each of them will receive 100% of the target cash bonus for 2011 as defined in and provided pursuant to the third sentence of Section 6.12(a) of the Merger Agreement, and Radiant will pay each of them an amount equal to one month's base salary ($45,833 for Mr. Heyman and $27,000 for Mr. Goren). The Noncompetition Agreements will not become operative unless and until the Offer is consummated.

The foregoing summary of the Non-Competition Agreements is qualified in its entirety by reference to the Non-Competition Agreements, which are filed as Exhibit (d)(4) and Exhibit (d)(5), respectively, to the Schedule TO filed by NCR on July 25, 2011 and are incorporated herein by reference.

12. Purpose of the Offer; Plans for Radiant; Dissenters' Rights

Purpose of the Offer; Plans for Radiant. The purpose of the Offer and the proposed Merger is to enable NCR to acquire control of, and the entire equity interest in, Radiant. Purchaser intends to, as soon as practicable after consummation of the Offer, consummate the proposed Merger, in which Radiant will continue as the surviving corporation and a wholly-owned subsidiary of NCR. Pursuant to the Merger, at the Effective Time, each Share outstanding immediately prior to the Effective Time (other than Shares owned by NCR or Radiant or any direct or indirect wholly-owned subsidiary of Radiant and in each case not held on behalf of third parties and Shares that are held by shareholders who have perfected and not withdrawn or waived a demand for appraisal under the GBCC) shall be converted into and become exchangeable for an amount, payable in cash and without interest, equal to the Offer Price.

Assuming Purchaser purchases a majority of outstanding Shares pursuant to the Offer, we are entitled and currently intend to exercise our rights under the Merger Agreement to obtain pro rata representation on, and control of, the Radiant Board. See Section 11—"Background of the Offer; Contacts with Radiant; The Merger Agreement—The Merger Agreement-Board of Directors".

In accordance with the Merger Agreement, following the time of the purchase of Shares pursuant to the Offer, we will acquire the remaining Shares pursuant to the Merger. We may acquire additional Shares pursuant to the Top-Up Option.

In connection with Purchaser's consideration of the Offer, Purchaser has developed a plan, on the basis of available information, for the combination of the business of Radiant with that of NCR. Important elements of that plan include: (i) maintaining certain key members of Radiant's leadership team, including Andrew S. Heyman, (ii) integrating Radiant into NCR's business, closely leveraging NCR's sales force with Radiant's, while keeping Radiant intact; (iii) continuing to support the development and enhancement of Radiant's products, (iv) ensuring customer continuity and support and (v) extending the business relationship with Radiant's customers. Purchaser and NCR will continue to evaluate and refine the plan and may make changes to it as additional information is obtained.

Except as set forth above the elsewhere in this Offer to Purchase, NCR and Purchaser have no present plans or proposals that would relate to or result in (i) any extraordinary corporate transaction involving Radiant or any of its subsidiaries (such as a merger, reorganization, liquidation, relocation of any operations or sale or other transfer of a material amount of assets), (ii) any material change in Radiant's capitalization or dividend policy, (iii) any other material change in Radiant's corporate structure or business or (iv) composition of Radiant's management or board of directors.

Dissenters' Rights. No dissenters' rights are available to the holders of Shares in connection with the Offer. However, if the Merger is consummated, each holder of Shares at the Effective Time who has neither voted in favor of the Merger nor consented thereto in writing, and who otherwise complies with the applicable statutory procedures under Article 13 of the GBCC (including, if a shareholder vote is required for the Merger, delivery of written notice to Radiant prior to such vote), will be entitled to receive a judicial determination of the fair value of the holder's Shares as of immediately prior to the Merger (excluding any appreciation or depreciation in anticipation of the Merger) and to receive payment of such judicially determined amount in cash, together with such rate of interest, if any, as the Georgia court may determine for Shares held by such holder.

Any such judicial determination of the fair value of the Shares could be based upon considerations other than or in addition to the price paid in the Offer and the market value of the Shares. Shareholders should recognize that the value so determined could be higher or lower than the price per Share paid pursuant to the Offer or the per share price to be paid in the Merger. Moreover, Radiant may argue in an appraisal proceeding that, for purposes of such a proceeding, the fair value of the Shares is less than the price paid in the Offer and the Merger.

The foregoing summary of the rights of dissenting shareholders under the GBCC does not purport to be a statement of the procedures to be followed by shareholders desiring to exercise any dissenters' rights under Georgia law. The preservation and exercise of dissenters' rights require strict and timely adherence to the applicable provisions of Georgia law, which will be set forth in their entirety in the proxy statement or information statement for the Merger, unless the Merger is effected as a short-form merger, in which case they will be set forth in the notice of merger. The foregoing discussion is qualified in its entirety by reference to Article 13 of the GBCC, which is filed as Exhibit (a)(5)(D) to the Schedule TO filed by NCR on July 25, 2011 and incorporated herein by reference.

13. Dividends and Distributions

The Merger Agreement provides that, from the date of the Merger Agreement until the earlier of the termination of the Merger Agreement pursuant to its terms or the Effective Time, except (1) as otherwise expressly required by the Merger Agreement, (2) upon at least twenty-four hours prior written notice delivered to NCR (if feasible), as may be required by applicable laws (including the rules of NASDAQ), (3) as NCR may approve, such approval not to be unreasonably withheld to the Offer Closing, Radiant shall not and will not permit its subsidiaries to split, combine, subdivide or reclassify its outstanding shares of capital stock or declare, set aside or pay any dividend or distribution payable in cash, stock or property in respect of any capital stock.

14. Conditions of the Offer

Notwithstanding any other provision of the Offer, Purchaser is not required to accept for payment or, subject to any applicable rules and regulations of the SEC, including Rule 14e-1(c) under the Exchange Act (relating to Purchaser's obligation to pay for or return tendered Shares promptly after termination or expiration of the Offer), pay for any Shares, and may terminate or amend the Offer, if the Minimum Tender Condition or the Competition Law and Governmental Consent Condition shall not have been satisfied, or if any of the following conditions exist:

(i) there shall be any law or judgment, order, writ, injunction, decree or award enacted, enforced, amended, issued, in effect or deemed applicable to the Offer or the Merger, by any governmental entity (other than the application of the waiting period provisions of any Competition Law to the Offer or to the Merger) the effect of which is to directly or indirectly enjoin, make illegal or otherwise prohibit or materially delay consummation of the Offer or the Merger, or there shall exist or be instituted or pending any claim, suit, action or proceeding by any governmental entity seeking any of the foregoing consequences;

(ii) there shall have occurred following the execution of the Merger Agreement any state of facts, condition, change, development or event with respect to Radiant which, individually or in the aggregate, has had or would reasonably be expected to have a Company Material Adverse Effect (as defined below);

(iii) the representations and warranties of Radiant set forth in the Merger Agreement as to its capital structure shall not be true and correct in all respects (other than *de minimis* exceptions) as of the date of the Merger Agreement and as of such time (except to the extent that such representation and warranty expressly speaks as of a particular date, in which case such representation and warranty shall not be true and correct in all material respects as of such earlier date);

(iv) the representations and warranties of Radiant set forth in the Merger Agreement regarding organization, good standing and qualification; due authorization and ownership of equity interests; corporate authority, approval and fairness; takeover statutes; brokers and finders; and receipt of financial advisor fairness opinions that are qualified by reference to a Company Material Adverse Effect shall not be true and correct in all respects, and any such representations or warranties that are not so qualified shall not be true and correct in any material respect, in each case as of the date of the Merger Agreement and as of such time, (except to the extent that any such representation and

warranty expressly speaks as of a particular date, in which case such representation and warranty shall not be true and correct as of such earlier date);

(v) the representations and warranties of Radiant (other than those listed in the paragraph (iii) and (iv) above) set forth in the Merger Agreement shall not be true and correct (except to the extent that any such representation and warranty speaks as of a particular date, in which case such representation and warranty shall not be true and correct as of such date) and, in the aggregate, such failure of such representations and warranties of Radiant to be true and correct (without giving effect to any qualifications and limitations as to "materiality" or "Company Material Adverse Effect" set forth therein), individually or in the aggregate, has had or would reasonably be expected to have a Company Material Adverse Effect.

(vi) Radiant shall have failed to perform in any material respect any obligation, agreement or covenant required to be performed by it under the Merger Agreement and such failure to perform shall not have been cured to the good faith satisfaction of NCR;

(vii) NCR and Purchaser shall have failed to receive a certificate of Radiant, executed by the chief executive officer and the chief financial officer of Radiant, dated as of the closing date of the Offer, to the effect that the conditions set forth in paragraphs (ii) through (vi) above have not occurred;

(viii) the Radiant Board shall have withdrawn or modified (including by amendment of the Schedule 14D-9) in a manner adverse to Purchaser the Company Recommendation or NCR shall have received an Adverse Recommendation Change Notice; or

(ix) Radiant and NCR shall have reached an agreement that the Offer or the Merger Agreement be terminated, or the Merger Agreement shall have been terminated in accordance with its terms.

In the Merger Agreement, "Company Material Adverse Effect" means (x) a material adverse effect on the financial condition, properties, assets, liabilities, business or results of operations of Radiant and its subsidiaries, taken as a whole, or (y) an effect that prevents, materially impedes or materially delays Radiant from consummating the transactions contemplated by this Agreement; provided, however, that none of the following shall be deemed, either alone or in combination to constitute, a Company Material Adverse Effect pursuant to clause (x) above: (A) changes or conditions generally affecting the economy or financial or capital markets or generally affecting the payment systems industry, in the United States or elsewhere in the world, except to the extent such changes or conditions disproportionately affect Radiant and its subsidiaries, taken as a whole, as compared to other Persons engaged in similar businesses, (B) war, acts of terrorism, national or international calamity or other similar event, (C) changes in applicable law or GAAP, or the interpretation thereof by any Governmental Entity, except to the extent such changes disproportionately affect Radiant and its subsidiaries, taken as a whole, as compared to other Persons engaged in similar businesses, (D) the announcement or pendency of the Agreement or the transactions contemplated thereby, including any actions of competitors, customers, employees, suppliers, distributors, licensors, licensees, partners or third parties in a similar relationship with Radiant resulting from such announcement, (E) the taking of any actions contemplated by the Agreement or requested by NCR or the failure to take actions prohibited by the Agreement, (F) fees or expenses incurred in connection with the transactions contemplated by the Agreement, or (G) failure, in and of itself, by Radiant to meet analysts' or internal projections or a change in Radiant's stock price or trading value (it being understood that the underlying causes of any such failure shall not be excluded by this clause (G)).

15. Certain Legal Matters; Regulatory Approvals

Certain Litigation. On July 14, 2011, Jay Phelps, a shareholder of Radiant, filed a lawsuit seeking to assert claims on behalf of a class of all Radiant shareholders, excluding named defendants and their affiliates. The lawsuit was filed in the Superior Court of Fulton County in the State of Georgia, Case No. 2011CV203228 (the "Phelps Action"). The Phelps Action names as defendants Radiant and Radiant's Board of Directors (including Alon Goren, John Heyman, Donna Lee, James Balloun, Alexander Douglas, Michael Kay, Philip Hickey, Nick

Schreiber, and William Clement (the "Individual Defendants")) as well as NCR and Purchaser. The Phelps Action alleges that the Individual Defendants breached their fiduciary duties to Radiant shareholders by, *inter alia*, (i) failing to maximize the value of Radiant to its shareholders, (ii) failing to properly value Radiant and its assets, and (iii) ignoring perceived conflicts of interest in connection with the proposed transaction. The Phelps Action also alleges that Radiant, NCR, and Purchaser aided and abetted the breaches of fiduciary duty alleged against the Individual Defendants. The Phelps Action seeks, among other relief: (i) class certification, (ii) an order declaring the proposed transaction to be unlawful and unenforceable, (iii) rescission of the signed Merger Agreement, (iv) an injunction prohibiting the consummation of the proposed transaction, (v) an order directing the Individual Defendants to negotiate a higher price, (vi) imposition of a constructive trust for recovery obtained by plaintiff(s), and (vii) an award of costs, including attorney's fees and expert's fees. NCR intends to vigorously defend against the claims asserted in the Phelps Action.

The foregoing summary of the Phelps Action is qualified in its entirety by reference to the complete text of the Phelps Action, which is filed as Exhibit (a)(5)(F) to the Schedule TO filed by NCR on July 25, 2011 and is incorporated herein by reference.

On July 15, 2011, the City of Worcester Retirement System, a shareholder of Radiant, filed a lawsuit seeking to assert claims on behalf of a class of all Radiant shareholders, excluding named defendants and their affiliates. The lawsuit was filed in the Superior Court of Fulton County in the State of Georgia, Case No. 2011CV203297 (the "Worcester Action"). The Worcester Action names as defendants Radiant and Radiant's Board of Directors (including the Individual Defendants) as well as NCR and Purchaser. The Worcester Action alleges that the Individual Defendants breached their fiduciary duties to Radiant shareholders by, *inter alia*, taking actions that (i) adversely affect the value provided to the corporation's shareholders, (ii) contractually inhibit the board's exercise of its fiduciary duties, (iii) discourage alternative offers to purchase control of the corporation, and (iv) otherwise adversely affect their duties to secure the best value for the shareholders. The Worcester Action also alleges that the Individual Defendants engaged in self-dealing and acted in bad faith. Further, the Worcester Action alleges that Radiant and NCR aided and abetted the breaches of fiduciary duty alleged against the Individual Defendants. The Worcester Action seeks, among other relief: (i) class certification, (ii) a declaration that the Individual Defendants failed to negotiate in good faith, (iii) a declaration that Radiant and NCR aided and abetted the Individual Defendants' breaches of fiduciary duty, (iv) an injunction prohibiting the Individual Defendants from placing their interests before those of the shareholders, (v) an injunction against the allegedly improper defensive measures alleged in the complaint, (vi) an award of compensatory damages to the plaintiff and/or the class, and (vii) an award of costs, including attorney's fees and expert's fees. NCR intends to vigorously defend against the claims asserted in the Worcester Action.

The foregoing summary of the Worcester Action is qualified in its entirety by reference to the complete text of the Worcester Action, which is filed as Exhibit (a)(5)(G) to the Schedule TO filed by NCR on July 25, 2011 and is incorporated herein by reference.

On July 18, 2011, the Oakland County Employees' Retirement System, a shareholder of Radiant, filed a lawsuit seeking to assert claims on behalf of a class of all Radiant shareholders, excluding named defendants and their affiliates. The lawsuit was filed in the Superior Court of Fulton County in the State of Georgia, Case No. 2011CV203324 (the "Oakland Action"). The Oakland Action names as defendants Radiant and Radiant's Board of Directors (including the Individual Defendants) as well as NCR. The Oakland Action alleges that the Individual Defendants breached their fiduciary duties to Radiant shareholders by, *inter alia*, failing to adequately shop Radiant before entering into the proposed transaction at an inadequate price and by agreeing to unreasonable deal-protection devices. Further, the Oakland Action alleges that Radiant and NCR aided and abetted the breaches of fiduciary duty alleged against the Individual Defendants. The Oakland Action seeks, among other relief: (i) class certification, (ii) an injunction prohibiting consummation of the proposed transaction, (iii) an order rescinding the proposed transaction if completed before final judgment, (iv) an accounting of damages, (v) an injunction requiring the Individual Defendants to evaluate Radiant's value and

available strategic alternatives, and (vi) an award of costs, including attorney's fees and expert's fees. NCR intends to vigorously defend against the claims asserted in the Oakland Action.

The foregoing summary of the Oakland Action is qualified in its entirety by reference to the complete text of the Oakland Action, which is filed as Exhibit (a)(5)(H) to the Schedule TO filed by NCR on July 25, 2011 and is incorporated herein by reference.

General. Based on NCR's and Purchaser's examination of publicly available information filed by Radiant with the SEC and other publicly available information concerning Radiant, Purchaser is not aware of any governmental license or regulatory permit that appears to be material to Radiant's business that might be adversely affected by Purchaser's acquisition of Shares pursuant to the Offer or, except as set forth below, of any approval or other action by any government or governmental administrative or regulatory authority or agency, domestic or foreign, that would be required for Purchaser's acquisition or ownership of Shares pursuant to the Offer. Should any such approval or other action be required or desirable, Purchaser currently contemplates that, except as described below under "State Takeover Statutes", such approval or other action will be sought. Except as described under "Antitrust", there is, however, no current intent to delay the purchase of Shares tendered pursuant to the Offer pending the outcome of any such matter. There can be no assurance that any such approval or other action, if needed, would be obtained (with or without substantial conditions) or that if such approvals were not obtained or such other actions were not taken adverse consequences might not result to Radiant's business or certain parts of Radiant's business might not have to be disposed of, any of which could cause Purchaser to elect to terminate the Offer without the purchase of Shares thereunder. Purchaser's obligation under the Offer to accept for payment and pay for Shares is subject to the conditions set forth in Section 14— "Conditions of the Offer".

Shareholder Approval. Radiant has represented in the Merger Agreement that execution, delivery and performance of the Merger Agreement by Radiant and the consummation by Radiant of the Offer and the Merger have been duly and validly authorized by all necessary corporate action on the part of Radiant, and no other corporate proceedings on the part of Radiant are necessary to authorize the Merger Agreement or to consummate the Offer and the Merger (other than, with respect to the Merger, the adoption of the Merger Agreement by the holders of a majority of the then-outstanding Shares, if and to the extent required by applicable law, and the filing and recordation of the Certificate of Merger and other documents as required by the GBCC). As described below, such approval is not required if the Merger is consummated pursuant to the short-form merger provisions of the GBCC. According to Radiant's articles of incorporation, the Shares are the only securities of Radiant that entitle the holders thereof to voting rights. If following the purchase of Shares by Purchaser pursuant to the Offer, Purchaser and its affiliates own more than a majority of the outstanding Shares, Purchaser will be able to effect the Merger without the affirmative vote of any other shareholder of Radiant. NCR and Purchaser have agreed pursuant to the Merger Agreement that they will cause all Shares then owned by them and their subsidiaries to be voted in favor of the adoption of the Merger Agreement and approval of the Merger.

Short-Form Merger. The GBCC provides that if a parent company owns at least 90% of the outstanding shares of each class of stock of a subsidiary, the parent company can effect a short-form merger with that subsidiary without the action of the other shareholders of the subsidiary. Accordingly, if as a result of the Offer, the Top-Up Option or otherwise, Purchaser directly or indirectly owns at least 90% of the outstanding Shares, NCR could, and (subject to the satisfaction or waiver of the conditions to its obligations to effect the Merger contained in the Merger Agreement) is obligated under the Merger Agreement, to effect the Merger without prior notice to, or any action by, any other shareholder of Radiant if permitted to do so under the GBCC. Even if NCR and Purchaser do not own 90% of the outstanding Shares following consummation of the Offer and exercise of the Top-Up Option (if applicable), NCR and Purchaser could seek to purchase additional Shares in the open market, from Radiant or otherwise, in order to reach the 90% threshold and effect a short-form merger.

State Takeover Statutes. Radiant is incorporated under the laws of the State of Georgia and its operations are conducted throughout the United States. A number of states, including Georgia, have adopted laws which

purport, to varying degrees, to apply to attempts to acquire corporations that are incorporated in, or which have substantial assets, shareholders, principal executive offices or principal places of business or whose business operations otherwise have substantial economic effects in, such states. Radiant, directly or through subsidiaries, conducts business in a number of states throughout the United States, some of which have enacted such laws. Except as described herein, Purchaser does not know whether any of these laws will, by their terms, apply to the Offer or any merger or other business combination between Purchaser or any of its affiliates and Radiant, and Purchaser has not complied with any such laws. To the extent that certain provisions of these laws purport to apply to the Offer or any such merger or other business combination, Purchaser believes that there are reasonable bases for contesting such laws.

In general, Sections 14-2-1131 through 14-2-1133 of the GBCC (the "Business Combination Provisions") prevent an "interested shareholder" (which includes a person who is the beneficial owner of 10% or more of the voting power of the outstanding voting shares of a corporation) from engaging in a "business combination" (defined to include a variety of transactions, including mergers) with a Georgia corporation for a period of five years following the time such person became an interested shareholder. However, this prohibition does not apply, among other exceptions, if before the time that such person became an interested shareholder, the business combination or the transaction that resulted in such person becoming an interested shareholder is approved by the board of directors of the corporation. In addition, Sections 14-2-1110 through 14-2-1113 of the GBCC (the "Fair Price Provisions") provide that a business combination with an interested shareholder must meet specified fair price criteria and certain other tests unless the business combination is either unanimously approved by the directors of the corporation that are not affiliated or otherwise associated with the interested shareholder, provided that there are at least three such directors, or recommended by at least two-thirds of such directors and approved by a majority vote of shares not beneficially owned by the interested shareholder. The Business Combination Provisions and the Fair Price Provisions of the GBCC do not apply to a corporation unless the bylaws of the corporation specifically provide that these provisions are applicable to the corporation. Radiant's bylaws contain provisions consistent with the Business Combination Provisions and the Fair Price Provisions. However, at a meeting held on July 11, 2011, the Radiant Board, among other actions, took action (which was unanimously ratified as of July 21, 2011) to exempt the transactions contemplated by the Merger Agreement from the Business Combination Provisions and the Fair Price Provisions of its bylaws. The foregoing description of the Business Combination Provisions and the Fair Price Provisions of the GBCC does not purport to be complete and is qualified in its entirety by reference to the provisions of Sections 14-2-1131 through 14-2-1133 and Sections 14-2-1110 through 14-2-1113 of the GBCC.

Radiant has represented to us in the Merger Agreement that its board of directors (at a meeting or meetings duly called and held) has approved, for purposes of the GBCC and any other "fair price," "moratorium," "control share acquisition," "interested shareholder" or other similar statute or regulation that might be deemed applicable, the Offer, Merger, the Merger Agreement and the other agreements and transactions referred to therein and the transactions contemplated thereby, and irrevocably resolved to elect, to the extent permitted by law, for Radiant not to be subject to any anti-takeover laws. Purchaser has not attempted to comply with any other state takeover statutes in connection with the Offer or the Merger. Purchaser reserves the right to challenge the validity or applicability of any state law allegedly applicable to the Offer, the Merger, the Merger Agreement or the transactions contemplated thereby, and nothing in this Offer to Purchase or any action taken in connection herewith is intended as a waiver of that right. In the event that it is asserted that one or more takeover statutes apply to the Offer or the Merger, and it is not determined by an appropriate court that such statute or statutes do not apply or are invalid as applied to the Offer, the Merger or the Merger Agreement, as applicable, Purchaser may be required to file certain documents with, or receive approvals from, the relevant state authorities, and Purchaser might be unable to accept for payment or purchase Shares tendered pursuant to the Offer or be delayed in continuing or consummating the Offer. In such case, Purchaser may not be obligated to accept for purchase, or pay for, any Shares tendered. See Section 14—"Conditions of the Offer."

If any government official or third party seeks to apply any state takeover law to the Offer or the Merger, Purchaser will take such action as then appears desirable, which action may include challenging the applicability

or validity of such statute in appropriate court proceedings. If it is asserted that one or more state takeover statutes is applicable to the Offer or the Merger and an appropriate court does not determine that it is inapplicable or invalid as applied to the Offer or the Merger, Purchaser might be required to file certain information with, or to receive approvals from, the relevant state authorities or holders of Shares, and Purchaser may be unable to accept for payment or pay for Shares tendered pursuant to the Offer, or be delayed in continuing or consummating the Offer or any such merger or other business combination. In such case, Purchaser may not be obligated to accept for payment or pay for any tendered Shares. See Section 14— "Conditions of the Offer".

Antitrust. Under the HSR Act and the rules that have been promulgated thereunder by the Federal Trade Commission (the "FTC"), certain acquisition transactions may not be consummated unless certain information has been furnished to the Antitrust Division of the Department of Justice (the "Antitrust Division") and the FTC and certain waiting period requirements have been satisfied. The purchase of Shares pursuant to the Offer is subject to such requirements.

Under the HSR Act, the purchase of the Shares in the Offer may not be completed until both NCR and Radiant file certain required information and documentary material concerning the Offer with the FTC and the Antitrust Division and observe the HSR Act's notification and waiting periods. The HSR Act provides for an initial 15—calendar day waiting period following receipt of the necessary filings by the FTC and Antitrust Division. If the 15th calendar day of the initial waiting period is not a business day, the initial waiting period is extended until 11:59 PM of the next business day. NCR filed a Premerger Notification and Report Form with the FTC and Antitrust Division for review in connection with the Offer on July 15, 2011. Radiant filed a Premerger Notification and Report Form with the FTC and the Antitrust Division for review in connection with the Offer on July 15, 2011. The initial waiting period applicable to the purchase of Shares is expected to expire on or about August 1, 2011, prior to the initial expiration date of the Offer, unless the waiting period is earlier terminated by the FTC and Antitrust Division or extended by a request from the FTC or Antitrust Division for additional information or documentary material from Parent prior to that time. If, before the expiration or early termination of the initial 15 calendar day waiting period, either the FTC or the Antitrust Division issues a request for additional information or documentary material from Parent, the waiting period with respect to the Offer and the Merger will be extended for an additional period of 10 calendar days following the date of Parent's substantial compliance with that request. Only one extension of the waiting period pursuant to a request for additional information is authorized by the HSR Act. After that time, the waiting period may be extended only by court order or with Parent's consent. The FTC or Antitrust Division may terminate the additional 10 calendar day waiting period before its expiration. In practice, complying with a request for additional information or documentary material may take a significant period of time.

Shares will not be accepted for payment or paid for pursuant to the Offer until the expiration or earlier termination of the applicable waiting period under the HSR Act. See Section 14— "Conditions of the Offer". Subject to certain circumstances described in Section 4— "Withdrawal Rights", any extension of the waiting period will not give rise to any withdrawal rights not otherwise provided for by applicable law. If our acquisition of Shares is delayed pursuant to a request by the Antitrust Division or the FTC for additional information or documentary material pursuant to the HSR Act, the Offer may, but need not, be extended.

The Antitrust Division and the FTC frequently scrutinize the legality under the antitrust laws of transactions such as our acquisition of Shares pursuant to the Offer. At any time before or after the consummation of any such transactions, the Antitrust Division or the FTC could take such action under the antitrust laws as it deems necessary or desirable in the public interest, including seeking to enjoin the purchase of Shares pursuant to the Offer or seeking divestiture of the Shares so acquired or divestiture of our or Radiant's substantial assets. Private parties and individual states may also bring legal actions under the antitrust laws. Purchaser does not believe that the consummation of the Offer will result in a violation of any applicable antitrust laws. However, there can be no assurance that a challenge to the Offer on antitrust grounds will not be made, or if such a challenge is made, what the result will be. See Section 14— "Conditions of the Offer" for certain conditions to the Offer, including conditions with respect to litigation and certain governmental actions. The transaction is also subject to notification and waiting period

requirements under the competition laws of Turkey. The Turkish competition authority's receipt from the parties of a complete filing concerning the transaction triggers a thirty-day waiting period, during which the transaction may not be consummated. The Turkish competition authority may extend the waiting period if it determines that an in-depth investigation is required. NCR plans to make the requisite filing with the Turkish competition authority as soon as possible.

Other. Based upon Purchaser's examination of publicly available information concerning Radiant, it appears that Radiant and its subsidiaries conduct business in a number of foreign countries. In connection with the acquisition of Shares pursuant to the Offer, the laws of certain of these foreign countries may require the filing of information with, or the obtaining of the approval of, governmental authorities therein. After commencement of the Offer, Purchaser will seek further information regarding the applicability of any such laws and currently intends to take such action as they may require, but no assurance can be given that such approvals will be obtained. If any action is taken before completion of the Offer by any such government or governmental authority, Purchaser may not be obligated to accept for payment or pay for any tendered Shares. See Section 14— "Conditions of the Offer".

Any merger or other similar business combination that Purchaser proposes would also have to comply with any applicable U.S. federal law. In particular, unless the Shares were deregistered under the Exchange Act prior to such transaction, if such merger or other business combination were consummated more than one year after termination of the Offer or did not provide for shareholders to receive cash for their Shares in an amount at least equal to the price paid in the Offer, Purchaser may be required to comply with Rule 13e-3 under the Exchange Act. If applicable, Rule 13e-3 would require, among other things, that certain financial information concerning Radiant and certain information relating to the fairness of the proposed transaction and the consideration offered to minority shareholders in such a transaction be filed with the SEC and distributed to such shareholders prior to consummation of the transaction.

16. Fees and Expenses

J.P. Morgan Securities LLC ("JPM Securities") is acting as dealer manager for the Offer and as financial advisor to NCR and Purchaser in connection with the acquisition of Radiant, for which services JPM Securities will receive a customary fee. JPM Securities also will be reimbursed for reasonable out-of-pocket expenses incurred by it, including reasonable fees and expenses of external legal counsel, and JPM Securities and its related persons will be indemnified against certain liabilities, including liabilities under the federal securities laws, arising out of its engagement. In addition, affiliates of JPM Securities will receive customary fees in respect of their commitments to make loans under the Facility and in their capacities as lenders under the Facility. In the ordinary course of business, JPM Securities and its affiliates may actively trade or hold the securities of NCR and Radiant for their own account or for the account of their customers and, accordingly, may at any time hold a long or short position in those securities.

Purchaser has retained Georgeson, Inc. to act as the Information Agent and BNY Mellon Shareowner Services to act as the Depositary in connection with the Offer. The Information Agent may contact holders of Shares by mail, telephone, telex, telegraph and personal interviews and may request brokers, dealers, banks, trust companies and other nominees to forward materials relating to the Offer to beneficial owners. The Information Agent and the Depositary each will receive reasonable and customary compensation for their respective services, will be reimbursed for certain reasonable out-of-pocket expenses and will be indemnified against certain liabilities in connection therewith, including certain liabilities under U.S. federal securities laws.

Other than as set forth above, Purchaser will not pay any fees or commissions to any broker or dealer or any other person for soliciting tenders of Shares pursuant to the Offer. Brokers, dealers, banks, trust companies and other nominees will, upon request, be reimbursed by us for reasonable and necessary costs and expenses incurred by them in forwarding materials to their customers.

17. Miscellaneous

The Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of Shares in any jurisdiction in which the making of the Offer or acceptance thereof would not be in compliance with the laws of such jurisdiction. However, Purchaser may, in its sole discretion, take such action as Purchaser may deem necessary to make the Offer in any such jurisdiction and extend the Offer to holders of Shares in such jurisdiction.

No person has been authorized to give any information or make any representation on behalf of NCR or Purchaser not contained in this Offer to Purchase or in the Letter of Transmittal and, if given or made, such information or representation must not be relied upon as having been authorized.

Purchaser has filed with the SEC a Tender Offer Statement on Schedule TO, together with exhibits, pursuant to Rule 14d-3 under the Exchange Act, furnishing certain additional information with respect to the Offer. The Schedule TO and any amendments thereto, including exhibits, may be examined and copies may be obtained from the offices of the Securities and Exchange Commission in the manner described in Section 9— "Certain Information Concerning Purchaser and NCR" of this Offer to Purchase.

Ranger Acquisition Corporation

July 25, 2011

SCHEDULE I

INFORMATION CONCERNING MEMBERS OF THE BOARDS OF DIRECTORS AND THE EXECUTIVE OFFICERS OF NCR AND PURCHASER NCR

Set forth below are the name, current principal occupation or employment, and material occupations, positions, offices or employment for the past five years of each director and executive officer of NCR, each of whom is a citizen of the United States of America. Except as otherwise noted, positions specified are positions with NCR. The business address and telephone number of each person identified below as a director or executive officer of NCR is NCR Corporation, 3097 Satellite Boulevard, Duluth, Georgia 30096, telephone: (937) 445-5000.

Board of Directors

Name	Principal Occupation or Employment
William R. Nuti	Mr. Nuti is NCR's Chairman of the Board, Chief Executive Officer and President. Mr. Nuti became Chairman of the Board in October 2007. Before joining NCR in August 2005, Mr. Nuti served as President and Chief Executive Officer of Symbol Technologies, Inc., an information technology company. Prior to that, he was Chief Operating Officer of Symbol Technologies. Mr. Nuti joined Symbol Technologies in 2002 following a 10 plus year career at Cisco Systems, Inc. where he advanced to the dual role of Senior Vice President of the company's Worldwide Service Provider Operations and U.S. Theater Operations. Prior to his Cisco experience, Mr. Nuti held sales and management positions at International Business Machines Corporation ("IBM"), Netrix Corporation and Network Equipment Technologies.
Quincy L. Allen	Mr. Allen was most recently Chief Executive Officer of Vertis Inc., a provider of targeted print advertising and direct marketing solutions to retail and consumer services companies, from April 2009 to December 2010. Prior to this position, Mr. Allen was President, Global Business and Strategic Marketing Group, at Xerox Corporation, a document management technology and services company, from January 2009 to April 2009. Prior to assuming this position, Mr. Allen was President, Production Systems Group, at Xerox from December 2004 until January 2009. From 2003 to 2004, he was Senior Vice President at Xerox Business Group Operations, and from 2001 to 2003, he was Senior Vice President, North American Services and Solutions at Xerox.
Edward P. Boykin	Mr. Boykin was most recently Chair of the Board of Directors of Capital TEN Acquisition Corp., a special purpose acquisition company, from October 2007 to May 2008. He served as President and Chief Operating Officer of Computer Sciences Corporation, an information technology services company he joined in 1966, from July 2001 to June 2003.
Richard L. Clemmer	Mr. Clemmer is President and Chief Executive Officer of NXP B.V., a semiconductor company, a position he has held since January 1, 2009. Prior to that, he was a senior advisor to Kohlberg Kravis Roberts & Co., a private equity firm, a position he held from May 2007 to December 2008. He previously served as President and Chief Executive Officer of Agere Systems Inc., an integrated circuits components company that was acquired in 2007 by LSI Logic Corporation, from October 2005 to April 2007. Prior to this position, Mr. Clemmer served as President and Chief Executive Officer of PurchasePro.com, Inc.

Name	Principal Occupation or Employment
Gary J. Daichendt	Mr. Daichendt has been principally occupied as a private investor since June 2005 and has been a managing member of Theory R Properties LLC, a commercial real estate firm, since October 2002. He served as President and Chief Operating Officer of Nortel Networks Corporation, a global supplier of communication equipment, from March 2005 to June 2005. Prior to that and until his retirement in December 2000, Mr. Daichendt served as Executive Vice President, Worldwide Operations for Cisco Systems, Inc.
Robert P. DeRodes	Mr. DeRodes was most recently Executive Vice President, Global Operations & Technology of First Data Corporation, an electronic commerce and payments company, from October 2008 to July 2010. Prior to this position, Mr. DeRodes served as Executive Vice President and Chief Information Officer for The Home Depot, Inc., a home improvement retailer, from February 2002 to October 2008 and as President and Chief Executive Officer of Delta Technology, Inc. and Chief Information Officer for Delta Air Lines, Inc., from September 1999 until February 2002.
Linda Fayne Levinson	Ms. Levinson was most recently Chair of the Board of Directors of Connexus Corporation (formerly VendareNetblue), an online marketing company, from July 2006 until May 2010 when it was merged into Epic Advertising. From February 2006 through July 2006, Ms. Levinson was Interim Chief Executive Officer and Chair of Vendare Media, a predecessor company to Connexus. Ms. Levinson was a partner at GRP Partners, a private equity investment fund investing in start-up and early-stage retail and electronic commerce companies, from 1997 to December 2004. Prior to that, she was a partner in Wings Partners, a private equity firm, an executive at American Express running its leisure travel and tour business, and a Partner at McKinsey & Co.

Executive Officers

Name	Principal Occupation or Employment
William R. Nuti	The principal occupations or employment and material employment history for the past five years of Mr. Nuti is set forth above.
John G. Bruno	Mr. Bruno became Executive Vice President, Industry Solutions Group, in November 2008. Prior to joining NCR, Mr. Bruno was a Managing Director at The Goldman Sachs Group, Inc., a global investment banking, securities and investment management firm, from August 2007 to November 2008. Prior to this position, he was Senior Vice President-General Manager, RFID Division, at Symbol Technologies, Inc., an information technology company, from June 2005 through February 2006. Mr. Bruno was Symbol Technologies' Senior Vice President, Corporate Development from May 2004 to June 2005, and was Symbol Technologies' Senior Vice President, Business Development, and Chief Information Officer, from November 2002 to May 2004.
Daniel T. Bogan	Mr. Bogan became Senior Vice President and General Manager of Systemedia Division, now known as NCR Consumables, in January 2008. Prior to assuming this position, he was Senior Vice President, Retail Solutions Division, from January 2007 to December 2007, and he had been Interim Senior Vice President, Retail Solutions Division, since April 2006. Prior to this position, Mr. Bogan was Vice President, Americas Sales and Service, Retail Solutions Division, from September 2002 to April 2006. Mr. Bogan joined NCR in 1977.

Name	Principal Occupation or Employment
Jennifer M. Daniels	Ms. Daniels became Senior Vice President, General Counsel and Secretary in April 2010. Prior to joining NCR, Ms. Daniels was Vice President, General Counsel and Corporate Secretary of Barnes & Noble, Inc., a worldwide bookseller from August 2007 to April 2010. Prior to that, she served as an attorney for more than 16 years at IBM, a worldwide provider of computer hardware, software and services where she held, among other positions, the positions of Vice President, Assistant General Counsel and Chief Trust and Compliance Officer; Vice President and Assistant General Counsel for Litigation; and Vice President and General Counsel of IBM Americas.
Peter A. Dorsman	Mr. Dorsman became Senior Vice President, Global Operations, in January 2008. Prior to assuming this position, he was Vice President and General Manager of NCR's Systemedia Division, now known as NCR Consumables, from April 2006 to December 2007. Prior to joining NCR, Mr. Dorsman was Executive Vice President and Chief Operating Officer of The Standard Register Co., a document services provider, from February 2000 to June 2004.
Robert P. Fishman	Mr. Fishman became Senior Vice President and Chief Financial Officer in March 2010. Prior to assuming this position, he was Interim Chief Financial Officer from October 2009 to March 2010. Prior to that position, he was Vice President and Corporate Controller from January 2007 to October 2009. From September 2005 to January 2007, Mr. Fishman was Assistant Controller and from January 2005 to September 2005, he was Director, Corporate Planning. Mr. Fishman joined NCR in 1993.
Peter A. Leav	Mr. Leav became Senior Vice President, Worldwide Sales, in January 2009. Prior to joining NCR, he was Corporate Vice President and General Manager of Motorola, Inc., a provider of mobility products and solutions across broadband and wireless networks, from November 2008 to January 2009, and Vice President and General Manager for Motorola from December 2007 to November 2008. Prior to this position, Mr. Leav was Vice President of Sales for Motorola from December 2006 to December 2007. From November 2004 to December 2006, Mr. Leav was Director of Sales for Symbol Technologies, Inc., an information technology company. Prior to this position, Mr. Leav was Regional Sales Manager at Cisco Systems, Inc., a manufacturer of communications and information technology networking products, from July 2000 to November 2004.
Andrea L. Ledford	Ms. Ledford became Senior Vice President, Human Resources, in June 2007. Ms. Ledford served as Interim Senior Vice President, Human Resources, from February 2007 to June 2007. Prior to assuming this position, she was Vice President, Human Resources, Asia/Pacific, and Europe, Middle East and Africa, from February 2006 to February 2007. Before joining NCR in February 2006, Ms. Ledford was EMEA Leader, Human Resources, at Symbol Technologies, Inc., an information technology company, from 2002 to February 2006 and held a variety of leadership roles at Cisco Systems, Inc., a manufacturer of communications and information technology networking products, in EMEA, Asia/Pacific and Latin America.

PURCHASER

Set forth below are the name, current principal occupation or employment, and material occupations, positions, offices or employment for the past five years of each director and executive officer of Purchaser, each of whom is a citizen of the United States of America. The business address and telephone number of each person identified below as a director or executive officer of Purchaser is Ranger Acquisition Corporation, 3097 Satellite Boulevard, Duluth, Georgia 30096, telephone: (937) 445-5000

Name	Principal Occupation or Employment
John G. Bruno	Mr. Bruno has served as Chief Executive Officer, President and as a director of Purchaser since its formation in July 2011. The principal occupations or employment and material employment history for the past five years of Mr. Bruno is set forth above.
Robert P. Fishman	Mr. Fishman has served as Chief Financial Officer, Treasurer and as a director of Purchaser since its formation in July 2011. The principal occupations or employment and material employment history for the past five years of Mr. Fishman is set forth above.
Andrea L. Ledford	Ms. Ledford has served as Secretary and as a director of Purchaser since its formation in July 2011. The principal occupations or employment and material employment history for the past five years of Ms. Ledford is set forth above.

Index to Financial Statements

The Depositary for the Offer is:

BNY Mellon Shareowner Services

By Mail:

BNY Mellon Shareowner Services
Corporate Action Dept.
P.O. Box 3301
South Hackensack, NJ 07606

By Overnight Courier or by Hand:

BNY Mellon Shareowner Services
Attn: Corporate Action Dept., 27th Floor
480 Washington Boulevard
Jersey City, NJ 07310

By Facsimile Transmission:
(201) 680-4626

To Confirm Facsimile Only:
(201) 680-4860

Any questions or requests for assistance or additional copies of the Offer to Purchase and the Letter of Transmittal may be directed to the Information Agent at its telephone number and location listed below. You may also contact your broker, dealer, commercial bank or trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

Georgeson

199 Water Street—26th Floor
New York, NY 10038
Banks and Brokers Call: (212) 440-9800
Call Toll Free: (888) 658-5755

The Dealer Manager for the Offer is:

J.P.Morgan

J.P. Morgan Securities LLC
383 Madison Ave, 5th Floor
New York, NY 10179
Toll free: (877) 371-5947

Letter of Transmittal
To Tender Shares of Common Stock
of

RADIANT SYSTEMS, INC.

at
$28.00 Net Per Share
Pursuant to the Offer to Purchase dated July 25, 2011
by

Ranger Acquisition Corporation

a wholly-owned subsidiary of

NCR Corporation

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, AT THE END OF THE DAY ON FRIDAY, AUGUST 19, 2011, UNLESS THE OFFER IS EXTENDED.

The Depositary for the Offer is:

BNY Mellon Shareowner Services

By Mail:
BNY Mellon Shareowner Services
Corporate Action Dept.
P.O. Box 3301
South Hackensack, NJ 07606

By Overnight Courier:
BNY Mellon Shareowner Services
Corporate Action Dept.
480 Washington Boulevard, 27th Floor
Jersey City, NJ 07310

By Facsimile Transmission:
(201) 680-4626

To Confirm Facsimile Only:
(201) 680-4860

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

DESCRIPTION OF SHARES TENDERED			
Name(s) and Address(es) of Registered Owner(s) (If blank, please fill in exactly as name(s) appear(s) on share certificate(s))	**Shares Tendered (Attach additional list if necessary)**		
	Shares Certificate Number(s)*	**Total Number of Shares Represented By Shares Certificate(s)***	**Number of Shares Tendered***
	Total Shares		

* Need not be completed by book-entry shareholders.
** Unless otherwise indicated, it will be assumed that all shares of common stock, no par value per share, of Radiant Systems, Inc. represented by certificates described above are being tendered hereby. See Instruction 4.

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY. YOU MUST SIGN THIS LETTER OF TRANSMITTAL WHERE INDICATED BELOW AND COMPLETE EITHER THE IRS FORM W-9 ACCOMPANYING THIS LETTER OF TRANSMITTAL OR AN APPLICABLE IRS FORM W-8. SEE INSTRUCTION 9 BELOW.

PLEASE READ THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL CAREFULLY BEFORE COMPLETING THIS LETTER OF TRANSMITTAL.

IF YOU WOULD LIKE ADDITIONAL COPIES OF THIS LETTER OF TRANSMITTAL OR ANY OF THE OTHER OFFERING DOCUMENTS, YOU SHOULD CONTACT THE INFORMATION AGENT, GEORGESON, INC., AT (212) 440-9800 (BANKS AND BROKERS) OR (888) 658-5755 (SHAREHOLDERS).

You have received this Letter of Transmittal in connection with the offer of Ranger Acquisition Corporation, a Georgia corporation ("Purchaser") and a wholly-owned subsidiary of NCR Corporation, a Maryland corporation ("NCR"), to purchase all outstanding shares of Radiant Systems, Inc., a Georgia corporation ("Radiant"), at a price of $28.00 per Share, as defined below, net to the tendering shareholder in cash, without interest thereon and subject to reduction for any applicable withholding taxes, as described in the Offer to Purchase, dated July 25, 2011.

You should use this Letter of Transmittal to deliver to the Depositary shares of common stock, no par value per share, of Radiant ("Shares") represented by stock certificates for tender. If you are delivering your Shares by book-entry transfer to an account maintained by the Depositary at The Depository Trust Company ("DTC"), you may use this Letter of Transmittal or you may use an Agent's Message (as defined in Instruction 2 below). In this document, shareholders who deliver certificates representing their Shares are referred to as "Certificate Shareholders." Shareholders who deliver their Shares through book-entry transfer are referred to as "Book-Entry Shareholders."

If certificates for your Shares are not immediately available or you cannot deliver your certificates and all other required documents to the Depositary on or prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase), or you cannot comply with the book-entry transfer procedures on a timely basis, you may nevertheless tender your Shares according to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase. See Instruction 2. **Delivery of documents to DTC will not constitute delivery to the Depositary.**

☐ **CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER TO THE ACCOUNT MAINTAINED BY THE DEPOSITARY WITH DTC AND COMPLETE THE FOLLOWING (ONLY FINANCIAL INSTITUTIONS THAT ARE PARTICIPANTS IN DTC MAY DELIVER SHARES BY BOOK-ENTRY TRANSFER):**

Name of Tendering Institution: _____

DTC Participant Number: _____

Transaction Code Number: _____

☐ **CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING. PLEASE ENCLOSE A PHOTOCOPY OF SUCH NOTICE OF GUARANTEED DELIVERY.**

Name (s) of Registered Owner (s): _____

Date of Execution of Notice of Guaranteed Delivery: _____

Name of Institution which Guaranteed Delivery: _____

If delivery is by book-entry transfer: _____

Name of Tendering Institution: _____

DTC Participant Number: _____

Transaction Code Number: _____

NOTE: SIGNATURES MUST BE PROVIDED
BELOW PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

The undersigned hereby tenders to Ranger Acquisition Corporation, a Georgia corporation ("Purchaser") and a wholly-owned subsidiary of NCR Corporation, a Maryland corporation ("NCR"), the above-described shares of common stock, no par value per share (the "Shares"), of Radiant Systems Inc., a Georgia corporation ("Radiant"), pursuant to the Offer to Purchase, dated July 25, 2011 (the "Offer to Purchase"), at a price of $28.00 per Share, net to the seller in cash, without interest thereon and subject to reduction for any applicable withholding taxes, on the terms and subject to the conditions set forth in the Offer to Purchase, receipt of which is hereby acknowledged, and this Letter of Transmittal (which, together with the Offer to Purchase, as each may be amended or supplemented from time to time, collectively constitute the "Offer"). The undersigned understands that Purchaser reserves the right to transfer or assign, from time to time, in whole or in part, to one or more of its affiliates, the right to purchase the Shares tendered herewith.

On the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended in accordance with the terms of the Merger Agreement (as defined in the Offer to Purchase), the terms and conditions of such extension or amendment), subject to, and effective upon, acceptance for payment and payment for the Shares validly tendered herewith in accordance with the terms of the Offer, the undersigned hereby sells, assigns and transfers to, or upon the order of, Purchaser, all right, title and interest in and to all of the Shares being tendered hereby and any and all cash dividends, distributions, rights, other Shares or other securities issued or issuable in respect of such Shares on or after the Expiration Date (as defined in Section 1 of the Offer to Purchase) (collectively, "Distributions"). In addition, the undersigned hereby irrevocably appoints BNY Mellon Shareowner Services (the "Depositary") the true and lawful agent and attorney-in-fact and proxy of the undersigned with respect to such Shares and any Distributions with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to the fullest extent of such shareholder's rights with respect to such Shares and any Distributions (i) to deliver certificates representing Shares (the "Share Certificates") and any Distributions, or transfer of ownership of such Shares and any Distributions on the account books maintained by The Depository Trust Company ("DTC"), together, in either such case, with all accompanying evidence of transfer and authenticity, to or upon the order of Purchaser, (ii) to present such Shares and any Distributions for transfer on the books of Radiant, and (iii) to receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares and any Distributions, all in accordance with the terms and subject to the conditions of the Offer.

The undersigned hereby irrevocably appoints each of the designees of Purchaser the attorneys-in-fact and proxies of the undersigned, each with full power of substitution, to the full extent of such shareholder's rights with respect to the Shares tendered hereby which have been accepted for payment and with respect to any Distributions. The designees of Purchaser will, with respect to the Shares and any associated Distributions for which the appointment is effective, be empowered to exercise all voting and any other rights of such shareholder, as they, in their sole discretion, may deem proper at any annual, special, adjourned or postponed meeting of Radiant's shareholders, by written consent in lieu of any such meeting or otherwise. This proxy and power of attorney shall be irrevocable and coupled with an interest in the tendered Shares. Such appointment is effective when, and only to the extent that, Purchaser accepts the Shares tendered with this Letter of Transmittal for payment pursuant to the Offer. Upon the effectiveness of such appointment, without further action, all prior powers of attorney, proxies and consents given by the undersigned with respect to such Shares and any associated Distributions will be revoked and no subsequent powers of attorney, proxies, consents or revocations may be given (and, if given, will not be deemed effective). Purchaser reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon Purchaser's acceptance for payment of such Shares, Purchaser must be able to exercise full voting, consent and other rights, to the extent permitted under applicable law, with respect to such Shares and any associated Distributions, including voting at any meeting of shareholders or executing a written consent concerning any matter.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Shares and any Distributions tendered hereby and, when the same are accepted for payment by Purchaser, Purchaser will acquire good, marketable and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and the same will not be subject to any adverse claim. The undersigned hereby represents and warrants that the undersigned is the registered owner of the Shares or the Share Certificate(s) have been endorsed to the undersigned in blank or the undersigned is a participant in DTC whose name appears on a security position listing participant as the owner of the Shares. The undersigned will, upon request, execute and deliver any additional documents deemed by the Depositary or Purchaser to be necessary or desirable to complete the sale, assignment and transfer of the Shares and any Distributions tendered hereby. In addition, the undersigned shall promptly remit and transfer to the Depositary for the account of Purchaser any and all Distributions in respect of the Shares tendered hereby, accompanied by appropriate documentation of transfer and, pending such remittance or appropriate assurance thereof, Purchaser shall be entitled to all rights and privileges as owner of any such Distributions and may withhold the entire purchase price or deduct from the purchase price the amount or value thereof, as determined by Purchaser in its sole discretion.

It is understood that the undersigned will not receive payment for the Shares unless and until the Shares are accepted for payment and until the Share Certificate(s) owned by the undersigned are received by the Depositary at the address set forth above, together with such additional documents as the Depositary may require, or, in the case of Shares held in book-entry form, ownership of Shares is validly transferred on the account books maintained by DTC, and until the same are processed for payment by the Depositary. It is understood that the method of delivery of the Shares, the Share Certificate(s) and all other required documents (including delivery through DTC) is at the option and risk of the undersigned and that the risk of loss of such Shares, Share Certificate(s) and other documents shall pass only after the Depositary has actually received the Shares or Share Certificate(s) (including, in the case of a book-entry transfer, by Book-Entry Confirmation (as defined below)).

All authority conferred or agreed to be conferred pursuant to this Letter of Transmittal shall not be affected by, and shall survive, the death or incapacity of the undersigned and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, trustees in bankruptcy, personal representatives, successors and assigns of the undersigned. Except as stated in the Offer to Purchase, this tender is irrevocable.

The undersigned understands that the acceptance for payment by Purchaser of Shares tendered in accordance with one of the procedures described in Section 3 of the Offer to Purchase will constitute a binding agreement between the undersigned and Purchaser upon the terms and subject to the conditions of the Offer.

Unless otherwise indicated herein under “Special Payment Instructions,” please issue the check for the purchase price in the name(s) of, and/or return any Share Certificates representing Shares not tendered or accepted for payment to, the registered owner(s) appearing under “Description of Shares Tendered.” Similarly, unless otherwise indicated under “Special Delivery Instructions,” please mail the check for the purchase price and/or return any Share Certificates representing Shares not tendered or accepted for payment (and accompanying documents, as appropriate) to the address(es) of the registered owner(s) appearing under “Description of Shares Tendered.” In the event that both the Special Delivery Instructions and the Special Payment Instructions are completed, please issue the check for the purchase price and/or issue any Share Certificates representing Shares not tendered or accepted for payment (and any accompanying documents, as appropriate) in the name of, and deliver such check and/or return such Share Certificates (and any accompanying documents, as appropriate) to, the person or persons so indicated. Unless otherwise indicated herein in the box titled “Special Payment Instructions,” please credit any Shares tendered hereby or by an Agent’s Message and delivered by book-entry transfer, but which are not purchased, by crediting the account at DTC designated above. The undersigned recognizes that Purchaser has no obligation pursuant to the Special Payment Instructions to transfer any Shares from the name of the registered owner thereof if Purchaser does not accept for payment any of the Shares so tendered.

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 1, 5, 6 and 7)

To be completed ONLY if Share Certificate(s) not tendered or not accepted for payment and/or the check for the purchase price of Shares accepted for payment are to be issued in the name of someone other than the undersigned or if Shares tendered by book-entry transfer which are not accepted for payment are to be returned by credit to an account maintained at DTC other than that designated above.

Issue: ☐ Check and/or ☐ Share Certificates to:

Name: _____
(Please Print)

Address: _____

_____
(Include Zip Code)

_____
(Taxpayer Identification or Social Security Number) (See IRS Form W-9 included in this Letter of Transmittal)

☐ **Credit Shares tendered by book-entry transfer that are not accepted for payment to the DTC account set forth below.**

_____
(DTC Account Number)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 1, 5, 6 and 7)

To be completed ONLY if Share Certificate(s) not tendered or not accepted for payment and/or the check for the purchase price of Shares accepted for payment are to be sent to someone other than the undersigned or to the undersigned at an address other than that shown in the box titled “Description of Shares Tendered” above.

Deliver: ☐ Check and/or ☐ Share Certificates to:

Name: _____
(Please Print)

Address: _____

_____
(Include Zip Code)

IMPORTANT — SIGN HERE
(and also complete IRS Form W-9 or W-8)

_____

_____
(Signature(s) of Shareholder(s))

Dated: , 2011

(Must be signed by registered owner(s) exactly as name(s) appear(s) on Share Certificate(s) or on a security position listing or by person(s) authorized to become registered owner(s) by certificates and documents transmitted herewith. If signature is by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, please set forth full title and see Instruction 5. For information concerning signature guarantees, see Instruction 1.)

Name(s): _____

(Please Print)

Capacity (full title): _____

Address: _____

_____

(Include Zip Code)

Daytime Area Code and Telephone Number: _____

Taxpayer Identification or Social Security No.: _____

GUARANTEE OF SIGNATURE(S)
(For use by Eligible Institutions only;
see Instructions 1 and 5)

Name of Firm: _____

Address: _____

_____

(Include Zip Code)

Authorized Signature: _____

Name: _____

(Please Type or Print)

Daytime Area Code and Telephone Number: _____

Dated: , 2011

Place medallion guarantee in space below:

INSTRUCTIONS

Forming Part of the Terms and Conditions of the Offer

1. Guarantee of Signatures. Except as otherwise provided below, all signatures on this Letter of Transmittal must be guaranteed by a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association, Inc., including the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program and the Stock Exchanges Medallion Program (each, an "Eligible Institution"). Signatures on this Letter of Transmittal need not be guaranteed (a) if this Letter of Transmittal is signed by the registered owner(s) (which term, for purposes of this document, includes any participant in DTC whose name appears on a security position listing as the owner of the Shares) of Shares tendered herewith and such registered owner has not completed the box titled "Special Payment Instructions" or the box titled "Special Delivery Instructions" on this Letter of Transmittal or (b) if such Shares are tendered for the account of an Eligible Institution. See Instruction 5.

2. Delivery of Letter of Transmittal and Certificates or Book-Entry Confirmations. This Letter of Transmittal is to be completed by shareholders either if Share Certificates are to be forwarded herewith or, unless an Agent's Message is utilized, if tenders are to be made in accordance with the procedures for tender by book-entry transfer set forth in Section 3 of the Offer to Purchase. A manually executed facsimile of this document may be used in lieu of the original. Share Certificates representing all physically tendered Shares, or confirmation of any book-entry transfer into the Depositary's account at DTC of Shares tendered by book-entry transfer ("Book Entry Confirmation"), as well as this Letter of Transmittal properly completed and duly executed with any required signature guarantees, unless an Agent's Message in the case of a book-entry transfer is utilized, and any other documents required by this Letter of Transmittal, must be received by the Depositary at one of its addresses set forth herein on or prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase). Please do not send your Share Certificates directly to Purchaser, NCR or Radiant.

Shareholders whose Share Certificates are not immediately available or who cannot deliver all other required documents to the Depositary on or prior to the Expiration Date or who cannot comply with the procedures for book-entry transfer on a timely basis, may nevertheless tender their Shares by properly completing and duly executing a Notice of Guaranteed Delivery in accordance with the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. Pursuant to such procedure: (i) such tender must be made by or through an Eligible Institution, (ii) a properly completed and duly executed Notice of Guaranteed Delivery substantially in the form provided by Purchaser must be received by the Depositary prior to the Expiration Date, and (iii) Share Certificates representing all tendered Shares, in proper form for transfer (or a Book Entry Confirmation with respect to such Shares), as well as a Letter of Transmittal (or facsimile thereof), properly completed and duly executed with any required signature guarantees (unless, in the case of a book-entry transfer, an Agent's Message is utilized), and all other documents required by this Letter of Transmittal, must be received by the Depositary within three trading days of the NASDAQ Stock Market after the date of execution of such Notice of Guaranteed Delivery.

A properly completed and duly executed Letter of Transmittal (or facsimile thereof) must accompany each such delivery of Share Certificates to the Depositary.

The term "Agent's Message" means a message, transmitted by DTC to, and received by, the Depositary and forming part of a Book-Entry Confirmation, which states that DTC has received an express acknowledgment from the participant in DTC tendering the Shares which are the subject of such Book-Entry Confirmation that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that Purchaser may enforce such agreement against the participant.

THE METHOD OF DELIVERY OF THE SHARES, THIS LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH DTC, IS AT THE ELECTION AND RISK OF THE TENDERING SHAREHOLDER. DELIVERY OF ALL SUCH DOCUMENTS WILL BE DEEMED MADE AND RISK OF LOSS OF THE SHARE CERTIFICATES SHALL PASS ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION). IF SUCH DELIVERY IS BY MAIL, IT IS RECOMMENDED THAT ALL SUCH DOCUMENTS BE SENT BY PROPERLY INSURED REGISTERED MAIL WITH RETURN RECEIPT REQUESTED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

No alternative, conditional or contingent tenders will be accepted and no fractional Shares will be purchased. All tendering shareholders, by execution of this Letter of Transmittal (or manually executed facsimile thereof), waive any right to receive any notice of the acceptance of their Shares for payment.

All questions as to validity, form and eligibility of the surrender of any Share Certificate hereunder will be determined by Purchaser (which may delegate power in whole or in part to the Depositary) and such determination shall be final and binding. Purchaser reserves the right to waive any irregularities or defects in the surrender of any Shares or Share Certificate(s). A surrender will not be deemed to have been made until all irregularities have been cured or waived. Purchaser and the Depositary shall make reasonable efforts to notify any person of any defect in any Letter of Transmittal submitted to the Depositary.

3. Inadequate Space. If the space provided herein is inadequate, the certificate numbers and/or the number of Shares should be listed on a separate schedule attached hereto and separately signed on each page thereof in the same manner as this Letter of Transmittal is signed.

4. Partial Tenders (Applicable to Certificate Shareholders Only). If fewer than all the Shares evidenced by any Share Certificate delivered to the Depositary are to be tendered, fill in the number of Shares which are to be tendered in the column titled “Number of Shares Tendered” in the box titled “Description of Shares Tendered.” In such cases, new certificate(s) for the remainder of the Shares that were evidenced by the old certificate(s) but not tendered will be sent to the registered owner, unless otherwise provided in the appropriate box on this Letter of Transmittal, as soon as practicable after the Expiration Date. All Shares represented by Share Certificates delivered to the Depositary will be deemed to have been tendered unless otherwise indicated.

5. Signatures on Letter of Transmittal; Stock Powers and Endorsements.

(a) Exact Signatures. If this Letter of Transmittal is signed by the registered owner(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the Share Certificate(s) without alteration or any other change whatsoever.

(b) Joint Holders. If any Shares tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

(c) Different Registrations of Shares. If any tendered Shares are registered in the names of different holder(s), it will be necessary to complete, sign and submit as many separate Letters of Transmittal (or facsimiles thereof) as there are different registrations of such Shares.

(d) Evidence of Fiduciary or Representative Capacity. If this Letter of Transmittal or any certificates or stock powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to Purchaser of their authority so to act must be submitted.

(e) Endorsements. If this Letter of Transmittal is signed by the registered owner(s) of the Shares listed and transmitted hereby, no endorsements of Share Certificates or separate stock powers are required unless payment is to be made to, or Share Certificates representing Shares not tendered or accepted for payment are to be issued in the name of, a person other than the registered owner(s). **Signatures on such Share Certificates or stock powers must be guaranteed by an Eligible Institution.**

(f) Stock Powers. If this Letter of Transmittal is signed by a person other than the registered owner(s) of the Share(s) listed, the Share Certificate(s) must be endorsed or accompanied by the appropriate stock powers, in either case, signed exactly as the name or names of the registered owner(s) or holder(s) appear(s) on the Share Certificate(s). **Signatures on such Share Certificates or stock powers must be guaranteed by an Eligible Institution.**

6. Transfer Taxes. Except as otherwise provided in this Instruction 6, Purchaser will pay any transfer taxes with respect to the transfer and sale of Shares to it or to its order pursuant to the Offer. If, however, payment of the purchase price is to be made to, or (in the circumstances permitted hereby) if Share Certificates not tendered or accepted for payment are to be registered in the name of, any person other than the registered owner(s), or if tendered Share Certificates are registered in the name of any person other than the person signing this Letter of Transmittal, the amount of any transfer taxes (whether imposed on the registered owner(s) or such other person) payable on account of the transfer to such other person will be deducted from the purchase price unless satisfactory evidence of the payment of such taxes, or exemption therefrom, is submitted.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the Share Certificates listed in this Letter of Transmittal.

7. Special Payment and Delivery Instructions. If a check is to be issued in the name of, and/or Share Certificates representing Shares not tendered or accepted for payment are to be issued or returned to, a person other than the signer(s) of this Letter of Transmittal or if a check and/or such certificates are to be mailed to a person other than the signer(s) of this Letter of Transmittal or to an address other than that shown in the box titled "Description of Shares Tendered" above, the appropriate boxes on this Letter of Transmittal should be completed. Shareholders delivering Shares tendered hereby or by Agent's Message by book-entry transfer may request that Shares not purchased be credited to an account maintained at DTC as such shareholder may designate in the box titled "Special Payment Instructions" herein. If no such instructions are given, all such Shares not purchased will be returned by crediting the same account at DTC as the account from which such Shares were delivered.

8. Requests for Assistance or Additional Copies. Questions or requests for assistance may be directed to the Information Agent at its address and telephone number set forth below or to your broker, dealer, commercial bank or trust company. Additional copies of the Offer to Purchase, this Letter of Transmittal, the Notice of Guaranteed Delivery and other tender offer materials may be obtained from the Information Agent as set forth below, and will be furnished at Purchaser's expense.

9. Backup Withholding Tax. Under U.S. federal income tax law, a Radiant shareholder whose delivered Shares are accepted for payment pursuant to the Offer may be subject to backup withholding tax on the gross proceeds of any such payment. Backup withholding tax is not an additional tax. A Radiant shareholder subject to the backup withholding tax rules will be allowed a credit of the amount withheld against such shareholder's U.S. federal income tax liability and, if backup withholding tax results in an overpayment of U.S. federal income tax, such shareholder may be entitled to a refund, provided that the requisite information is correctly furnished to the Internal Revenue Service (the "IRS") in a timely manner.

To prevent backup withholding tax with respect to payments made to a U.S. shareholder pursuant to the Offer, the U.S. shareholder is required to timely notify the Depositary of the U.S. shareholder's taxpayer identification number ("TIN") by completing the attached IRS Form W-9 and certifying, among other things, that

the TIN provided on that form is correct (or that such U.S. shareholder is waiting for a TIN to be issued to it). If the Depositary is not timely provided with the correct TIN, such U.S. shareholder may be subject to a $50 penalty imposed by the IRS and payments that are made to such U.S. shareholder pursuant to the Offer may be subject to backup withholding tax. Certain U.S. shareholders (including, among others, corporations) are not subject to the backup withholding tax requirements described in this Instruction 9. To avoid possible erroneous backup withholding tax, a U.S. shareholder that is exempt from backup withholding tax should complete the IRS Form W-9 by providing its correct TIN, signing and dating the form, and checking the "Exempt payee" box.

A non-U.S. shareholder should submit to the Depositary an applicable IRS Form W-8. An applicable IRS Form W-8 will be provided to you by the Depositary upon request.

All Radiant shareholders should consult their own tax advisors to determine whether they are exempt from these backup withholding tax requirements and to determine which form should be used to avoid backup withholding tax.

10. Lost, Destroyed, Mutilated or Stolen Share Certificates. If any Share Certificate has been lost, destroyed, mutilated or stolen, the shareholder should promptly notify Radiant's stock transfer agent, Computershare Investor Services, LLC at 1-800-568-3476 (toll free). The shareholder will then be instructed as to the steps that must be taken in order to replace the Share Certificate. This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, mutilated, destroyed or stolen Share Certificates have been followed.

11. Waiver of Conditions. Subject to the terms and conditions of the Merger Agreement (as defined in the Offer to Purchase) and the applicable rules and regulations of the Commission, the conditions of the Offer may be waived by Purchaser in whole or in part at any time and from time to time in its sole discretion.

IMPORTANT: THIS LETTER OF TRANSMITTAL (OR A MANUALLY EXECUTED FACSIMILE COPY THEREOF) OR AN AGENT'S MESSAGE, TOGETHER WITH SHARE CERTIFICATE(S) OR BOOK-ENTRY CONFIRMATION OR A PROPERLY COMPLETED AND DULY EXECUTED NOTICE OF GUARANTEED DELIVERY AND ALL OTHER REQUIRED DOCUMENTS MUST BE RECEIVED BY THE DEPOSITARY ON OR PRIOR TO THE EXPIRATION DATE.

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/ Sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Exempt payee

☐ Limited Liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) u _____

☐ Other (see instructions) u

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
– –

Employer identification number
–

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** u **Date** u

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

— An individual who is a U.S. citizen or U.S. resident alien,

— A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

— An estate (other than a foreign estate), or

— A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

— The U.S. owner of a disregarded entity and not the entity,

— The U.S. grantor or other owner of a grantor trust and not the trust, and

— The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501 (a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	**THEN the payment is exempt for . . .**
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box, If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application fora Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov.* You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1 -800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

	For this type of account:	Give name and SSN of:
1.	Individual	The individual
2.	Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3.	Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4.	a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
	b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5.	Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6.	Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1 .671 -4(b)(2)(i)(A))	The grantor*

	For this type of account:	Give name and EIN of:
7.	Disregarded entity not owned by an individual	The owner
8.	A valid trust, estate, or pension trust	Legal entity [4]
9.	Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10.	Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11.	Partnership or multi-member LLC	The partnership
12.	A broker or registered nominee	The broker or nominee
13.	Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14.	Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN. that person's number must be furnished. Cirde the minor's name and furnish the minor's SSN.

[2] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[3] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Specia! rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

— Protect your SSN,

— Ensure your employer is protecting your SSN, and

— Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs,gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

The Depositary for the Offer is:

BNY Mellon Shareowner Services

By Mail:
BNY Mellon Shareowner Services
Corporate Action Dept.
P.O. Box 3301
South Hackensack, NJ 07606

By Overnight Courier:
BNY Mellon Shareowner Services
Corporate Action Dept.
480 Washington Boulevard, 27th Floor
Jersey City, NJ 07310

By Facsimile Transmission:
(201) 680-4626

To Confirm Facsimile Only:
(201) 680-4860

Any questions or requests for assistance or additional copies of the Offer to Purchase and the Letter of Transmittal may be directed to the Information Agent at its telephone number and location listed below. You may also contact your broker, dealer, commercial bank or trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

Georgeson

199 Water Street – 26th Floor
New York, NY 10038
Banks and Brokers Call: (212) 440-9800
Call Toll Free: (888) 658-5755

The Dealer Manager for the Offer is:

J.P.Morgan

J.P. Morgan Securities LLC
383 Madison Ave, 5th Floor
New York, NY 10179
Toll free: (877) 371-5947

Notice of Guaranteed Delivery
For Tender of Shares of Common Stock
of

RADIANT SYSTEMS, INC.

at
$28.00 Net Per Share
Pursuant to the Offer to Purchase dated July 25, 2011
by

Ranger Acquisition Corporation

a wholly-owned subsidiary of

NCR Corporation

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, AT THE END OF THE DAY ON FRIDAY, AUGUST 19, 2011, UNLESS THE OFFER IS EXTENDED.

Do not use for signature guarantees

This form of notice of guaranteed delivery, or a form substantially equivalent to this form, must be used to accept the offer of Ranger Acquisition Corporation, a Georgia corporation and a wholly-owned subsidiary of NCR Corporation, a Maryland corporation, to purchase all outstanding shares of common stock, no par value per share ("Shares"), of Radiant Systems, Inc., a Georgia corporation, at a price of $28.00 per Share, net to the seller in cash, without interest thereon and subject to reduction for any applicable withholding taxes, as described in the Offer to Purchase dated July 25, 2011 and the related Letter of Transmittal (which, together with the Offer to Purchase and any amendments and supplements thereto, collectively constitute the "Offer"), if certificates for Shares and all other required documents cannot be delivered to BNY Mellon Shareowner Services (the "Depositary") on or prior to the Expiration Date (as defined below), if the procedure for delivery by book-entry transfer cannot be completed prior to the Expiration Date, or if time will not permit all required documents to reach the Depositary prior to the Expiration Date.

The term "Expiration Date" has the meaning set forth in Section 1 of the Offer to Purchase. Such form may be delivered by hand or transmitted via facsimile or mailed to the Depositary and must include a guarantee by an Eligible Institution (as defined below). See Section 3 of the Offer to Purchase.

The Depositary for the Offer is:

BNY Mellon Shareowner Services

By Mail:

BNY Mellon Shareowner Services
Corporate Action Dept.
P.O. Box 3301
South Hackensack, NJ 07606

By Overnight Courier:

BNY Mellon Shareowner Services
Corporate Action Dept.
480 Washington Boulevard, 27th Floor
Jersey City, NJ 07310

By Facsimile Transmission:
(201) 680-4626

To Confirm Facsimile Only:
(201) 680-4860

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE TO A NUMBER OTHER THAN AS SET FORTH ABOVE, WILL NOT CONSTITUTE A VALID DELIVERY.

This Notice of Guaranteed Delivery is not to be used to guarantee signatures. If a signature on a Letter of Transmittal is required to be guaranteed by an Eligible Institution under the instructions thereto, such signature guarantee must appear in the applicable space provided in the signature box on the Letter of Transmittal.

The guarantee on the back cover page must be completed.

Ladies and Gentlemen:

The undersigned hereby tenders to Ranger Acquisition Corporation, a Georgia corporation and a wholly-owned subsidiary of NCR Corporation, a Maryland corporation, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated July 25, 2011 (the "Offer to Purchase"), and the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer"), receipt of which is hereby acknowledged, the number of Shares indicated below pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase.

Number of Shares Tendered _____: Name(s) of Record Owner(s) _____:

Share Certificate Numbers (if available):

_____ _____

_____ _____

(Please Type or Print)

[ ] Check here and complete the information below if Share will be tendered by book entry transfer.

Address(es): _____

Name of Tendering Institution: _____ _____

(Including Zip Code)

DTC Participant Number: _____ Area Code and Telephone Number:

Transaction Code Number: _____ _____

Date: , 2011

Signature(s):

_____

_____

GUARANTEE
(Not to be used for signature guarantee)

The undersigned, a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association Incorporated, including the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program and the Stock Exchanges Medallion Program (each, an "Eligible Institution"), hereby guarantees that either the certificates representing the Shares tendered hereby, in proper form for transfer, or timely confirmation of a book-entry transfer of such Shares into the Depositary's account at The Depository Trust Company (pursuant to the procedures set forth in Section 3 of the Offer to Purchase), together with a properly completed and duly executed Letter of Transmittal (or manually executed facsimile thereof) with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message (as defined in the Offer to Purchase)) and any other documents required by the Letter of Transmittal, will be received by the Depositary at one of its addresses set forth above within three (3) trading days of The NASDAQ Stock Market after the date of execution hereof.

The Eligible Institution that completes this form must communicate the guarantee to the Depositary and must deliver the Letter of Transmittal, Share Certificates and/or any other required documents to the Depositary within the time period shown above. Failure to do so could result in a financial loss to such Eligible Institution.

Name of Firm: _____

Address: _____
(Including Zip Code)

Area Code and Telephone Number: _____

Authorized Signature: _____

Name: _____
(Please Type or Print)

Title: _____

Dated: _____

NOTE: DO NOT SEND SHARE CERTIFICATES WITH THIS NOTICE OF GUARANTEED DELIVERY. SHARE CERTIFICATES ARE TO BE DELIVERED WITH THE LETTER OF TRANSMITTAL.

Offer to Purchase for Cash
All Outstanding Shares of Common Stock
of

Radiant Systems, Inc.

at
$28.00 Net Per Share
by

Ranger Acquisition Corporation

a wholly-owned subsidiary of

NCR Corporation

THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT,
NEW YORK CITY TIME, AT THE END OF THE DAY ON FRIDAY, AUGUST 19, 2011,
UNLESS THE OFFER IS EXTENDED.

July 25, 2011

To Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

Ranger Acquisition Corporation, a Georgia corporation ("Purchaser") and a wholly-owned subsidiary of NCR Corporation, a Maryland corporation ("NCR"), is making an offer to purchase all outstanding shares of common stock, no par value per share (the "Shares"), of Radiant Systems, Inc., a Georgia corporation ("Radiant"), at $28.00 per Share, net to the seller in cash, without interest thereon and subject to reduction for any applicable withholding taxes, upon the terms and subject to the conditions set forth in the Purchaser's Offer to Purchase dated July 25, 2011, and the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer") enclosed herewith. Please furnish copies of the enclosed material to those of your clients for whom you hold Shares registered in your name or in the name of your nominee.

The Offer is not subject to any financial condition. The Offer is, however, conditioned upon, among other things, (i) there having been validly tendered (not including Shares tendered pursuant to guaranteed delivery procedures) and not validly withdrawn before the expiration of the Offer, that number of Shares which, when added to the Shares already owned by NCR and its subsidiaries, represents at least a majority of the total number of outstanding Shares on a "fully diluted basis" (which assumes conversion or exercise of all derivative securities convertible or exercisable into Shares regardless of the conversion or exercise price, the vesting schedule or other terms and conditions thereof), which is referred to as the "Minimum Tender Condition;" (ii) any waiting period (and any extension thereof) applicable to the Offer or the merger of Purchaser with and into Radiant (the "Merger") under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, the Sherman Act, as amended, the Clayton Act, as amended, and the Federal Trade Commission Act, as amended (collectively, a "Competition Law"), having been terminated or having expired, or any material clearance, consent, approval, order, authorization, notice to or filing with any governmental entity that is required to be obtained or made in connection with the Offer or the Merger having been so made or obtained; (iii) there being no law or judgment, order, writ, injunction, decree or award enacted, enforced, amended, issued, in effect or deemed applicable to the Offer or the Merger by any governmental entity (other than the application of the waiting period provisions of any Competition Law to the Offer or to the Merger) the effect of which is to directly or indirectly enjoin, make illegal or otherwise prohibit or materially delay consummation of the Offer or the Merger; and (iv) other conditions set forth in Exhibit A to the Merger Agreement (as defined below). NCR reserves the right to waive any of the condition to the Offer in its sole discretion, other than the Minimum Tender Condition. See "Introduction" and The Offer—Section 14—"Conditions of the Offer".

Enclosed herewith are the following documents:

1. Offer to Purchase, dated July 25, 2011;
2. Letter of Transmittal to be used by shareholders of Radiant in accepting the Offer and tendering Shares, including guidelines for certification of Taxpayer Identification Number on Form W-9;

3. Notice of Guaranteed Delivery to be used to accept the Offer if the Shares and all other required documents cannot be delivered to BNY Mellon Shareowner Services, the Depositary for the Offer, by the expiration of the Offer;

4. A letter to shareholders of Radiant from the Chief Executive Officer of Radiant, accompanied by Radiant's Solicitation/Recommendation on Schedule 14D-9.

5. A printed letter that may be sent to your clients for whose accounts you hold Shares registered in your name or in the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Offer; and

6. A return envelope addressed to the Depositary (as defined below).

The Offer is being made pursuant to the Agreement and Plan of Merger (the "Merger Agreement"), dated as of July 11, 2011, among NCR, Purchaser and Radiant, pursuant to which, after completion of the Offer and the satisfaction or waiver of certain conditions, Purchaser will be merged with and into Radiant, with Radiant continuing as the surviving corporation and each issued and outstanding Share (other than Shares owned by NCR or Radiant or any direct or indirect wholly-owned subsidiary of Radiant and in each case not held on behalf of third parties and Shares that are held by shareholders who have perfected and not withdrawn or waived a demand for appraisal pursuant to Georgia law) will, by virtue of the Merger be converted into and become exchangeable for an amount, payable in cash and without interest, equal to the per Share price paid pursuant to the Offer, less any required withholding taxes, payable upon the surrender of the certificate formerly representing such Share.

The Radiant board of directors unanimously (1) determined that the Offer, the Merger, the Merger Agreement and the other transactions contemplated by the Merger Agreement are fair to and in the best interests of Radiant and its shareholders; (2) approved, adopted and declared advisable the Merger Agreement, including the Offer and the Merger; and (3) resolved to recommend that the shareholders of Radiant tender their Shares pursuant to the Offer, and, to the extent required by applicable law, approve the Merger and the Merger Agreement.

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended in accordance with the terms of the Merger Agreement, the terms and conditions of any such extension or amendment), Purchaser will be deemed to have accepted for payment, and will pay for, all Shares validly tendered and not properly withdrawn by the Expiration Date if and when Purchaser gives oral or written notice to BNY Mellon Shareowner Services (the "Depositary") of Purchaser's acceptance of the tenders of such Shares for payment pursuant to the Offer. Payment for Shares tendered and accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of (a) certificates for such Shares or a Book-Entry Confirmation (as defined in the Offer to Purchase) with respect to such Shares pursuant to the procedures set forth in the Offer to Purchase, (b) a Letter of Transmittal (or manually executed facsimile thereof), properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message (as defined in the Offer to Purchase) in lieu of the Letter of Transmittal), and (c) any other documents required by the Letter of Transmittal. Accordingly, tendering shareholders may be paid at different times depending upon when certificates for Shares or Book-Entry Confirmations with respect to Shares are actually received by the Depositary. **Under no circumstances will interest be paid on the purchase price for Shares, regardless of any extension of the Offer or any delay in payment for Shares.**

Purchaser is not aware of any jurisdiction where the making of the Offer is prohibited by any administrative or judicial action pursuant to any valid state statute. If Purchaser becomes aware of any valid state statute prohibiting the making of the Offer or the acceptance of the Shares, Purchaser will make a good faith effort to comply with that state statute or seek to have such statute declared inapplicable to the Offer. If, after a good faith effort, Purchaser cannot comply with the state statute, Purchaser will not make the Offer to, nor will Purchaser accept tenders from or on behalf of, the holders of Shares in that state. In any jurisdiction where the securities, "blue sky" or other laws require the Offer to be made by a licensed broker or dealer, Purchaser will endeavor to make arrangements to have the Offer made on its behalf by one or more registered brokers or dealers licensed under the laws of such jurisdiction.

Neither NCR nor Purchaser will pay any fees or commissions to any broker, dealer or other person (other than Georgeson, Inc. (the "Information Agent"), the dealer manager for the Offer and the Depositary as described in the Offer to Purchase) for soliciting tenders of Shares pursuant to the Offer. Purchaser will, however, upon request, reimburse brokers, dealers, banks and trust companies for reasonable and necessary costs and expenses incurred by them in forwarding materials to their customers. Purchaser will pay all stock transfer taxes applicable to its purchase of Shares pursuant to the Offer, subject to Instruction 6 of the Letter of Transmittal.

In order to accept the Offer, a duly executed and properly completed Letter of Transmittal and any required signature guarantees, or an Agent's Message (as defined in the Offer to Purchase) in connection with a book-entry delivery of Shares, and any other required documents, should be sent to the Depositary by 12:00 Midnight, New York City time, at the end of the day on Friday, August 19, 2011.

If holders of Shares wish to tender their Shares, but it is impracticable for them to deliver their certificates representing tendered Shares or other required documents or to complete the procedures for delivery by book-entry transfer prior to the Expiration Date, a tender may be effected by following the guaranteed delivery procedures specified in the Offer to Purchase and the Letter of Transmittal.

Any inquiries you may have with respect to the Offer should be addressed to, and additional copies of the enclosed materials may be obtained from, the Information Agent at the address and telephone numbers set forth on the back cover of the Offer to Purchase.

WE REQUEST THAT YOU CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE. THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, AT THE END OF THE DAY ON FRIDAY, AUGUST 19, 2011, UNLESS THE OFFER IS EXTENDED.

Very truly yours,

Georgeson, Inc.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU AS THE AGENT OF NCR, PURCHASER, THE INFORMATION AGENT, THE DEPOSITARY, OR THE DEALER MANAGER OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE OFFER OTHER THAN THE DOCUMENTS ENCLOSED HEREWITH AND THE STATEMENTS CONTAINED THEREIN.

The Information Agent for the Offer is:

Georgeson

199 Water Street—26th Floor
New York, NY 10038
Banks and Brokers Call: (212) 440-9800
Call Toll Free: (888) 658-5755

July 25, 2011

Offer to Purchase for Cash
All Outstanding Shares of Common Stock
of

Radiant Systems, Inc.

at
$28.00 Net Per Share
by

Ranger Acquisition Corporation

a wholly-owned subsidiary of

NCR Corporation

THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, AT THE END OF THE DAY ON FRIDAY, AUGUST 19, 2011, UNLESS THE OFFER IS EXTENDED.

July 25, 2011

To Our Clients:

Enclosed for your consideration are the Offer to Purchase, dated July 25, 2011 (the "Offer to Purchase"), and the related Letter of Transmittal (which, together with the Offer to Purchase, as each may be amended or supplemented from time to time, collectively constitute the "Offer") relating to the offer by Ranger Acquisition Corporation, a Georgia corporation ("Purchaser") and a wholly-owned subsidiary of NCR Corporation, a Maryland corporation ("NCR"), to purchase all outstanding shares of common stock, no par value per share (the "Shares"), of Radiant Systems, Inc., a Georgia corporation ("Radiant"), at a price of $28.00 per Share, net to the seller in cash, without interest thereon and less any required withholding taxes, upon the terms and subject to the conditions set forth in the Offer. Also enclosed is a letter to shareholders of Radiant from the Chief Executive Officer of Radiant, accompanied by Radiant's Solicitation/Recommendation Statement on Schedule 14D-9.

We are the holder of record of Shares held for your account. A tender of such Shares can be made only by us as the holder of record and pursuant to your instructions. The Letter of Transmittal is furnished to you for your information only and cannot be used by you to tender Shares held by us for your account.

We request instructions as to whether you wish us to tender any or all of the Shares held by us for your account, pursuant to the terms and conditions set forth in the Offer.

Your attention is directed to the following:

1. The offer price is $28.00 per Share, net to you in cash, without interest thereon and less any required withholding taxes, upon the terms and subject to the conditions of the Offer.
2. The Offer is being made for all outstanding Shares.
3. The Offer is being made pursuant to the Agreement and Plan of Merger (the "Merger Agreement"), dated as of July 11, 2011 among Purchaser, NCR and Radiant, pursuant to which, after completion of the Offer and the satisfaction or waiver of certain conditions, Purchaser will be merged with and into Radiant, with Radiant continuing as the surviving corporation (the "Merger"), and each issued and outstanding Share (other than Shares owned by NCR or Radiant or any direct or indirect wholly-owned subsidiary of Radiant and in each case not held on behalf of third parties and Shares that are held by shareholders who have perfected and not withdrawn or waived a demand for appraisal pursuant to Georgia law) will, by virtue of the Merger be converted into and become exchangeable for an amount,

payable in cash and without interest, equal to the per Share price paid pursuant to the Offer, less any required withholding taxes, upon the surrender of the certificate formerly representing such Share.

4. The Radiant board of directors unanimously (1) determined that the Offer, the Merger, the Merger Agreement and the other transactions contemplated by the Merger Agreement are fair to and in the best interests of Radiant and its shareholders; (2) approved, adopted and declared advisable the Merger Agreement, including the Offer and the Merger; and (3) resolved to recommend that the shareholders of Radiant tender their Shares pursuant to the Offer, and, to the extent required by applicable law, approve the Merger and the Merger Agreement.

5. The Offer is not subject to any financing condition. The Offer is, however, conditioned upon, among other things, (i) there having been validly tendered (not including Shares tendered pursuant to procedures for guaranteed delivery) and not validly withdrawn before the expiration of the Offer, that number of Shares which, when added to the Shares already owned by NCR and its subsidiaries, represents at least a majority of the total number of outstanding Shares on a "fully diluted basis" (which assumes conversion or exercise of all derivative securities convertible or exercisable into Shares regardless of the conversion or exercise price, the vesting schedule or other terms and conditions thereof), which is referred to as the "Minimum Tender Condition;" (ii) any waiting period (and any extension thereof) applicable to the Offer or the Merger under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, the Sherman Act, as amended, the Clayton Act, as amended, and the Federal Trade Commission Act, as amended (collectively, a "Competition Law"), having been terminated or having expired, or any material clearance, consent, approval, order, authorization, notice to or filing with any governmental entity that is required to be obtained or made in connection with the Offer or the Merger having been so made or obtained; (iii) there being no law or judgment, order, writ, injunction, decree or award enacted, enforced, amended, issued, in effect or deemed applicable to the Offer or the Merger by any governmental entity (other than the application of the waiting period provisions of any Competition Law to the Offer or to the Merger) the effect of which is to directly or indirectly enjoin, make illegal or otherwise prohibit or materially delay consummation of the Offer or the Merger; and (iv) other conditions set forth in Exhibit A to the Merger Agreement. NCR reserves the right to waive any of the condition to the Offer in its sole discretion, other than the Minimum Tender Condition.

6. See "Introduction" and The Offer—Section 14—"Conditions of the Offer".

7. The initial offering period of the Offer and withdrawal rights will expire at the Expiration Date (as defined in Section 1—"Terms of the Offer" of the Offer to Purchase).

8. Any stock transfer taxes applicable to the sale of Shares to Purchaser pursuant to the Offer will be paid by Purchaser, except as otherwise provided in Instruction 6 of the Letter of Transmittal.

If you wish to have us tender any or all of your Shares, please so instruct us by completing, executing, detaching and returning to us the instruction form below. An envelope to return your instructions to us is enclosed. If you authorize the tender of your Shares, all such Shares will be tendered unless otherwise specified on the instruction form.

Your instructions should be forwarded to us in ample time to permit us to submit a tender on your behalf by the Expiration Date.

Payment for Shares purchased pursuant to the Offer will in all cases be made only after timely receipt by BNY Mellon Shareowner Services (the "Depositary") of (i) certificates representing the Shares tendered or timely confirmation of the book-entry transfer of such Shares into the account maintained by the Depositary at The Depository Trust Company ("DTC"), in accordance with the procedures set forth in Section 3 of the Offer to Purchase, (ii) the Letter of Transmittal (or a facsimile thereof), properly completed and duly executed, with any required signature guarantees or an Agent's Message (as defined in the Offer to Purchase), in connection with a

book-entry delivery and (iii) any other documents required by the Letter of Transmittal. Accordingly, payment may not be made to all tendering shareholders at the same time depending upon when certificates for or confirmations of book-entry transfer of such Shares into the Depositary's account at DTC are actually received by the Depositary.

The Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of Shares in any jurisdiction in which the making of the Offer or acceptance thereof would not be in compliance with the laws of such jurisdiction. However, Purchaser may, in its sole discretion, take such action as Purchaser may deem necessary to make the Offer in any such jurisdiction and extend the Offer to holders of Shares in such jurisdiction.

Instruction Form with Respect to
Offer to Purchase for Cash
All Outstanding Shares of Common Stock
of

Radiant Systems, Inc.

at
$28.00 Net Per Share
By

Ranger Acquisition Corporation

a wholly-owned subsidiary of

NCR Corporation

The undersigned acknowledge(s) receipt of your letter and the enclosed Offer to Purchase, dated July 25, 2011 (the "Offer to Purchase"), and the related Letter of Transmittal (which, together with the Offer to Purchase, as each may be amended or supplemented from time to time, collectively constitute the "Offer") relating to the offer by Ranger Acquisition Corporation, a Georgia corporation (the "Purchaser") and a wholly-owned subsidiary of NCR Corporation, a Maryland corporation ("NCR"), to purchase all outstanding shares of common stock, without par value (the "Shares"), of Radiant Systems, Inc., a Georgia corporation ("Radiant"), at a price of $28.00 per Share, net to the seller in cash, without interest thereon and less any required withholding taxes, upon the terms and subject to the conditions set forth in the Offer.

This will instruct you to tender the number of Shares indicated on the reverse (or if no number is indicated on the reverse, all Shares) that are held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Offer.

The undersigned understands and acknowledges that all questions as to validity, form and eligibility of the surrender of any certificate representing Shares submitted on his, her or its behalf to the Depositary will be determined by Purchaser (which may delegate power in whole or in part to the Depositary) in its sole discretion.

Dated: July 25, 2011

Number of Shares to Be Shares*

Tendered:

Account Number: _____ Sign Below

Signature(s): _____

Dated: , 2011

_____

Please Type or Print Name(s)

_____

Please Type or Print Address(es) Here

_____

Daytime Area Code and Telephone Number

_____

Taxpayer Identification or Social Security Number(s)

* Unless otherwise indicated, you are deemed to have instructed us to tender all Shares held by us for your account.

Please return this form to the brokerage firm or other nominee maintaining your account.

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares (as defined below). The Offer (as defined below) is made solely by the Offer to Purchase, dated July 25, 2011, and the related Letter of Transmittal and any amendments or supplements thereto. Purchaser (as defined below) is not aware of any jurisdiction where the making of the Offer is prohibited by any administrative or judicial action pursuant to any valid state statute. If Purchaser becomes aware of any valid state statute prohibiting the making of the Offer or the acceptance of the Shares, Purchaser will make a good faith effort to comply with that state statute. If, after a good faith effort, Purchaser cannot comply with the state statute, the Offer will not be made to, nor will tenders be accepted from or on behalf of, the holders of Shares in that state. In any jurisdiction where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser or by one or more registered brokers or dealers licensed under the laws of such jurisdiction.

Notice of Offer to Purchase for Cash
All Outstanding Shares of Common Stock
of

Radiant Systems, Inc.

at
$28.00 Net Per Share
by

Ranger Acquisition Corporation

a wholly-owned subsidiary of

NCR Corporation

Ranger Acquisition Corporation, a Georgia corporation ("Purchaser") and a wholly-owned subsidiary of NCR Corporation, a Maryland corporation ("NCR"), is offering to purchase all outstanding shares of common stock, no par value per share (the "Shares"), of Radiant Systems, Inc., a Georgia corporation ("Radiant"), at a purchase price of $28.00 per Share, net to the seller in cash, without interest, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated July 25, 2011 (the "Offer to Purchase"), and in the related Letter of Transmittal (which, together with the Offer to Purchase, as each may be amended or supplemented from time to time, collectively constitute the "Offer"). Tendering shareholders whose Shares are registered in their names and who tender directly to BNY Mellon Shareowner Services (the "Depositary") will not be charged brokerage fees or commissions or, except as set forth in Instruction 6 of the Letter of Transmittal, transfer taxes on the purchase of Shares pursuant to the Offer. Tendering shareholders whose Shares are registered in the name of their broker, bank or other nominee should consult such broker, bank or other nominee to determine if any fees may apply. Following the consummation of the Offer, and subject to the conditions described in the Offer to Purchase, Purchaser intends to effect the merger of Purchaser with and into Radiant, with Radiant surviving the merger as a wholly-owned subsidiary of NCR (the "Merger").

THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, AT THE END OF THE DAY ON FRIDAY, AUGUST 19, 2011, UNLESS THE OFFER IS EXTENDED.

The term “Expiration Date” means 12:00 Midnight, New York City time, at the end of the day on Friday, August 19, 2011, unless extended by Purchaser in accordance with the Merger Agreement (as defined below), in which event “Expiration Date” means the latest time and date at which the Offer, as so extended, shall expire.

The Offer is not subject to any financing condition. The Offer is, however, conditioned upon, among other things, (i) there having been validly tendered (not including Shares tendered pursuant to procedures for guaranteed delivery) and not validly withdrawn before the expiration of the Offer, that number of Shares which, when added to the Shares already owned by NCR and its subsidiaries, represents at least a majority of the total number of outstanding Shares on a “fully diluted basis” (which assumes conversion or exercise of all derivative securities convertible or exercisable into Shares regardless of conversion or exercise price, the vesting schedule or other terms and conditions thereof), which is referred to as the “Minimum Tender Condition;” (ii) any waiting period (and any extension thereof) applicable to the Offer or the Merger under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, the Sherman Act, as amended, the Clayton Act, as amended, and the Federal Trade Commission Act, as amended (collectively, a “Competition Law”), having been terminated or having expired, or any material clearance, consent, approval, order, authorization, notice to or filing with any governmental entity that is required to be obtained or made in connection with the Offer or the Merger having been so made or obtained, which is referred to as the “Competition Law and Governmental Consent Condition;” and (iii) there being no law or judgment, order, writ, injunction, decree or award enacted, enforced, amended, issued, in effect or deemed applicable to the Offer or the Merger by any governmental entity (other than the application of the waiting period provisions of any Competition Law to the Offer or to the Merger) the effect of which is to directly or indirectly enjoin, make illegal or otherwise prohibit or materially delay consummation of the Offer or the Merger and there not existing or being instituted or pending any claim, suit, action or proceeding by any governmental entity seeking any of the foregoing consequences. NCR reserves the right to waive any of the conditions to the Offer in its sole discretion, other than the Minimum Tender Condition.

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of July 11, 2011 (the “Merger Agreement”), by and among NCR, Purchaser and Radiant under which, following the completion of the Offer and the satisfaction or waiver of certain conditions, including, if required, a vote of Radiant’s shareholders, Purchaser will be merged with and into Radiant, with Radiant surviving the Merger as a wholly-owned subsidiary of NCR. As of the effective time of the Merger, each issued and outstanding Share (other than Shares owned by NCR or Radiant or any direct or indirect wholly-owned subsidiary of Radiant and in each case not held on behalf of third parties and Shares that are held shareholders who have perfected and not withdrawn or waived a demand for appraisal under Georgia law) will be converted into and exchangeable for an amount, payable in cash and without interest, equal to $28.00 per Share in cash, subject to any applicable tax withholding.

The board of directors of Radiant has unanimously (i) determined that the Offer, the Merger, the Merger Agreement the other transactions contemplated by the Merger Agreement are fair to and in the best interests of Radiant and its shareholders; (ii) approved, adopted and declared advisable the Merger Agreement, including the Offer and the Merger; (iii) resolved to recommend that Radiant’s shareholders tender their Shares pursuant to the Offer, and, to the extent required by applicable law, approve the Merger and the Merger Agreement.

Purchaser may, in its sole discretion, (i) extend the Offer on one or more occasions, in consecutive increments between one and twenty business days each, as determined by NCR or Purchaser (or such longer period as the parties may agree), if on any then-scheduled Expiration Date of the Offer any of the conditions to the Offer have not been satisfied or, to the extent waivable by NCR or Purchaser, waived, (ii) extend the Offer for any period as required by the Securities and Exchange Commission or the NASDAQ Stock Market, (iii) in the event that Radiant shall have delivered an Adverse Recommendation Change Notice (as defined in the Offer to Purchase) or a Superior Proposal Notice (as defined in the Offer to Purchase), Purchaser may extend the Offer until the expiration of the Notice Period (as defined in the Offer to Purchase), and (iv) extend the Offer so that the number of Shares validly tendered in the Offer and not properly withdrawn, when combined with the Top-Up Shares (as defined in the Offer to Purchase) to be issued to Purchaser upon exercise of the Top-Up Option (as defined in the Offer to Purchase), would result in Purchaser owning one more share than 90% of the Shares then outstanding on

a “fully diluted basis” (provided, that NCR may not extend the Offer under subsection (iv) for a period that would cause the Expiration Date (as defined in the Offer to Purchase) to be after October 31, 2011 without Radiant’s prior written approval). Any extension, delay, termination or amendment of the Offer will be followed promptly by a public announcement thereof in accordance with Rule 14e-1(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”).

To the extent requested in writing by Radiant prior to any then-scheduled Expiration Date of the Offer, Purchaser shall (and NCR shall cause Purchaser to) (i) if the Competition Law and Governmental Consent Condition or certain other conditions to the Offer (the “Offer Conditions”) regarding illegality of the Offer or the Merger described in the Merger Agreement shall not have been satisfied or, to the extent waivable by NCR or Purchaser, waived, and provided that there is a reasonable possibility that such condition or conditions shall be satisfied prior to December 31, 2011 (the “Termination Date”), extend the Offer on one or more occasions, in consecutive increments of up to ten business days each, with the length of such period to be determined by NCR or Purchaser (or such longer period as the parties may agree), until such time as such Offer Conditions are satisfied (but not beyond the Termination Date) and (ii) if any of the Minimum Tender Condition or the Offer Conditions relating to certain representations, warranties, obligations and covenants of Radiant described in the Merger Agreement shall not have been satisfied, provided that there is a reasonable possibility that such condition or conditions shall be satisfied prior to the Termination Date, or, to the extent waivable by NCR or Purchaser, waived on such then-scheduled Expiration Date, but all the other Offer Conditions shall be satisfied on such then-scheduled Expiration Date, extend the Offer on one or more occasions, in consecutive increments of up to ten business days each, with the length of such period to be determined by NCR or Purchaser (or such longer period as the parties hereto may agree) each, for an aggregate period of time of not more than 30 business days; provided, however, that Purchaser is not required to extend the Offer beyond the Termination Date for any reason.

Any extension, delay, termination, waiver or amendment of the Offer will be followed as promptly as practicable by a public announcement thereof. In the case of an extension of the Offer, Purchaser will make a public announcement of such extension no later than 9:00 A.M., New York City time, on the next business day after the previously scheduled Expiration Date.

After the expiration of the Offer, if NCR and Purchaser collectively do not beneficially own at least 90% of the Shares then outstanding, Purchaser may, but is not required to, include a subsequent offering period of at least three business days immediately following expiration of the Offer to permit additional tenders of Shares (a “Subsequent Offering Period”). Pursuant to Rule 14d-11 under the Exchange Act, Purchaser may include a Subsequent Offering Period so long as, among other things, (i) the Offer remains open for a minimum of 20 business days and has expired, (ii) Purchaser immediately accepts and promptly pays for all Shares validly tendered during the Offer, (iii) Purchaser announces the results of the Offer, including the approximate number and percentage of Shares deposited in the Offer, no later than 9:00 A.M., New York City time, on the next business day after the Expiration Date and immediately begins the Subsequent Offering Period and (iv) Purchaser immediately accepts and promptly pays for Shares as they are tendered during the Subsequent Offering Period. In addition, under Rule 14d-11 under the Exchange Act, Purchaser may extend any initial Subsequent Offering Period by any period or periods, provided that the aggregate of the Subsequent Offering Period (including extensions thereof) is no more than 20 business days. No withdrawal rights apply to Shares tendered in a Subsequent Offering Period, and no withdrawal rights apply during a Subsequent Offering Period with respect to Shares previously tendered in the Offer and accepted for payment. The same price paid in the Offer will be paid to shareholders tendering Shares in a Subsequent Offering Period, if one is included.

Purchaser does not currently intend to include a Subsequent Offering Period, although Purchaser reserves the right to do so. If Purchaser elects to include or extend a Subsequent Offering Period, Purchaser will make a public announcement of such inclusion or extension no later than 9:00 A.M., New York City time, on the next business day after the Expiration Date or date of termination of any prior Subsequent Offering Period.

In order to tender Shares in the Offer, a shareholder must either (i) complete and sign the Letter of Transmittal included with the copy of the Offer to Purchase in accordance with the instructions in the Letter of Transmittal, have his signature guaranteed (if required by Instruction 1 to the Letter of Transmittal), mail or deliver (or with respect to Eligible Institutions (as defined in the Letter of Transmittal), fax) the Letter of Transmittal and any other required documents to the Depositary, and either deliver the certificates for his Shares along with the Letter of Transmittal to the Depositary or tender his Shares pursuant to the procedures for book-entry transfer set forth in Section 3 of the Offer to Purchase or (ii) request his broker, dealer, commercial bank, trust company or other nominee to effect the transaction on his behalf. If a shareholder's Shares are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, the shareholder must contact such broker, dealer, commercial bank, trust company or other nominee to tender his Shares. If a shareholder desires to tender his Shares, and certificates evidencing his Shares are not immediately available, or if a shareholder cannot comply with the procedures for book-entry transfer described in the Offer to Purchase on a timely basis, or if a shareholder cannot deliver all required documents to the Depositary prior to the expiration of the Offer, the shareholder may tender his Shares by following the procedures for guaranteed delivery set forth in Section 3 of the Offer to Purchase.

For purposes of the Offer, Purchaser shall be deemed to have accepted for payment tendered Shares, and thereby purchased Shares validly tendered and not properly withdrawn, if and when Purchaser gives oral or written notice to the Depositary of Purchaser's acceptance of payment of such Shares pursuant to the Offer. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the purchase price therefor with the Depositary, which will act as agent for tendering shareholders for the purpose of receiving payments from Purchaser and transmitting such payments to the tendering shareholders. Under no circumstances will Purchaser pay interest on the consideration paid for Shares pursuant to the Offer, regardless of any delay in making such payment.

In all cases, payment for Shares tendered and accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of (i) certificates for such Shares or timely confirmation of the book-entry transfer of such Shares in the Depositary's account at The Depositary Trust Company ("DTC") pursuant to the procedures set forth in Section 3 of the Offer to Purchase, (ii) a Letter of Transmittal (or manually signed facsimile thereof), properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message (as defined in Section 3 of the Offer to Purchase) in lieu of the Letter of Transmittal), and (iii) any other documents required by the Letter of Transmittal.

Shares tendered pursuant to the Offer may be withdrawn at any time prior to the expiration of the Offer. Thereafter, such tenders are irrevocable, except that they may be withdrawn after September 23, 2011, unless such Shares have been accepted been accepted for payment as provided in the Offer. For a withdrawal of Shares to be effective, a written (or, with respect to Eligible Institutions, a facsimile transmission) notice of withdrawal with respect to the Shares must be timely received by the Depositary at one of its addresses set forth on the back cover of the Offer to Purchase, and the notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of Shares, if different from that of the person who tendered such Shares. If Shares have been tendered pursuant to the procedures for book-entry transfer, any notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn Shares. If certificates representing the Shares have been delivered or otherwise identified to the Depositary, the name of the registered owner and the serial numbers shown on such certificates must also be furnished to the Depositary prior to the physical release of such certificates. If a shareholder tenders his Shares by giving instructions to a broker or other nominee, the shareholder must instruct the broker or other nominee to arrange for the withdrawal of his Shares. All questions as to the form and validity (including time of receipt) of any notice of withdrawal will be determined by Purchaser, in its sole discretion. No withdrawal of Shares shall be deemed to have been properly made until all defects and irregularities have been cured or waived. None of NCR, Purchaser or any of their respective affiliates or assigns, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give such notification. Withdrawals of tenders of Shares may not be rescinded, and any Shares properly withdrawn will be

deemed not to have been validly tendered for purpose of the Offer. However, withdrawn Shares may be retendered by following one of the procedures for tendering Shares described in the Offer to Purchase at any time prior to the expiration of the Offer.

The information required to be disclosed by paragraph (d)(1) of Rule 14d-6 of the Exchange Act is contained in the Offer to Purchase and is incorporated herein by reference.

Radiant has provided to Purchaser a copy of its shareholder list and security position listing for the purpose of disseminating the Offer to Purchase, the related Letter of Transmittal and related documents to holders of Shares. The Offer to Purchase, the related Letter of Transmittal and related documents are being mailed to record holders of Shares and will be furnished to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing, for subsequent transmittal to beneficial owners of Shares.

The receipt of cash for Shares in the Offer or the Merger will be a taxable transaction for United States federal income tax purposes. Shareholders should consult with their tax advisors as to the particular tax consequences of the Offer and the Merger to them. For a more detailed description of certain material U.S. federal income tax consequences of the Offer and the Merger, including matters pertinent to non-U.S. shareholders, see Section 5 of the Offer to Purchase.

The Offer to Purchase and the related Letter of Transmittal contain important information and both documents should be read carefully before any decision is made with respect to the Offer.

Questions and requests for assistance and copies of the Offer to Purchase, the Letter of Transmittal and all other tender offer materials may be directed to the Information Agent at its address and telephone number set forth below and will be furnished promptly at Purchaser's expense. Neither NCR nor Purchaser will pay any fees or commissions to any broker or dealer or any other person (other than to the Depositary, the Information Agent and the Dealer Manager for the Offer) in connection with the solicitation of tenders of Shares pursuant to the Offer.

The Information Agent for the Offer is:

199 Water Street – 26th Floor
New York, NY 10038
Banks and Brokers Call: (212) 440-9800
Call Toll Free: (888) 658-5755

The Dealer Manager for the Offer is:

J.P. Morgan Securities LLC
383 Madison Ave, 5th Floor
New York, NY 10179
Toll free: (877) 371-5947

July 25, 2011

Article 13 of the Georgia Business Corporation Code

TITLE 14. CORPORATIONS, PARTNERSHIPS, AND ASSOCIATIONS
CHAPTER 2. BUSINESS CORPORATIONS
ARTICLE 13. DISSENTERS' RIGHTS

PART 1
RIGHT TO DISSENT AND OBTAIN PAYMENT FOR SHARES

§ 14-2-1301. Definitions.

As used in this article, the term:

(1) "Beneficial shareholder" means the person who is a beneficial owner of shares held in a voting trust or by a nominee as the record shareholder.

(2) "Corporate action" means the transaction or other action by the corporation that creates dissenters' rights under Code Section 14-2-1302.

(3) "Corporation" means the issuer of shares held by a dissenter before the corporate action, or the surviving or acquiring corporation by merger or share exchange of that issuer.

(4) "Dissenter" means a shareholder who is entitled to dissent from corporate action under Code Section 14-2-1302 and who exercises that right when and in the manner required by Code Sections 14-2-1320 through 14-2-1327.

(5) "Fair value," with respect to a dissenter's shares, means the value of the shares immediately before the effectuation of the corporate action to which the dissenter objects, excluding any appreciation or depreciation in anticipation of the corporate action.

(6) "Interest" means interest from the effective date of the corporate action until the date of payment, at a rate that is fair and equitable under all the circumstances.

(7) "Record shareholder" means the person in whose name shares are registered in the records of a corporation or the beneficial owner of shares to the extent of the rights granted by a nominee certificate on file with a corporation.

(8) "Shareholder" means the record shareholder or the beneficial shareholder.

§ 14-2-1302. Right to dissent.

(a) A record shareholder of the corporation is entitled to dissent from, and obtain payment of the fair value of his or her shares in the event of, any of the following corporate actions:

(1) Consummation of a plan of merger to which the corporation is a party:

(A) If approval of the shareholders of the corporation is required for the merger by Code Section 14-2-1103 or the articles of incorporation and the shareholder is entitled to vote on the merger, unless:

(i) The corporation is merging into a subsidiary corporation pursuant to Code Section 14-2-1104;

(ii) Each shareholder of the corporation whose shares were outstanding immediately prior to the effective time of the merger shall receive a like number of shares of the surviving corporation, with designations, preferences, limitations, and relative rights identical to those previously held by each shareholder; and

(iii) The number and kind of shares of the surviving corporation outstanding immediately following the effective time of the merger, plus the number and kind of shares issuable as a result of the merger and by conversion of securities issued pursuant to the merger, shall not exceed the total number and kind of shares of the corporation authorized by its articles of incorporation immediately prior to the effective time of the merger; or

(B) If the corporation is a subsidiary that is merged with its parent under Code Section 14-2-1104;

(2) Consummation of a plan of share exchange to which the corporation is a party as the corporation whose shares will be acquired, if the shareholder is entitled to vote on the plan;

(3) Consummation of a sale or exchange of all or substantially all of the property of the corporation if a shareholder vote is required on the sale or exchange pursuant to Code Section 14-2-1202, but not including a sale pursuant to court order or a sale for cash pursuant to a plan by which all or substantially all of the net proceeds of the sale will be distributed to the shareholders within one year after the date of sale;

(4) An amendment of the articles of incorporation with respect to a class or series of shares that reduces the number of shares of a class or series owned by the shareholder to a fraction of a share if the fractional share so created is to be acquired for cash under Code Section 14-2-604; or

(5) Any corporate action taken pursuant to a shareholder vote to the extent that Article 9 of this chapter, the articles of incorporation, bylaws, or a resolution of the board of directors provides that voting or nonvoting shareholders are entitled to dissent and obtain payment for their shares.

(b) A shareholder entitled to dissent and obtain payment for his or her shares under this article may not challenge the corporate action creating his or her entitlement unless the corporate action fails to comply with procedural requirements of this chapter or the articles of incorporation or bylaws of the corporation or the vote required to obtain approval of the corporate action was obtained by fraudulent and deceptive means, regardless of whether the shareholder has exercised dissenter's rights.

(c) Notwithstanding any other provision of this article, there shall be no right of dissent in favor of the holder of shares of any class or series which, at the record date fixed to determine the shareholders entitled to receive notice of and to vote at a meeting at which a plan of merger or share exchange or a sale or exchange of property or an amendment of the articles of incorporation is to be acted on, were either listed on a national securities exchange or held of record by more than 2,000 shareholders, unless:

(1) In the case of a plan of merger or share exchange, any holders of shares of the class or series are required under the plan of merger or share exchange to accept for their shares:

(A) Anything except shares of the surviving corporation or another publicly held corporation which at the effective date of the merger or share exchange are either listed on a national securities exchange or held of record by more than 2,000 shareholders, except for scrip or cash payments in lieu of fractional shares; or

(B) Any shares of the surviving corporation or another publicly held corporation which at the effective date of the merger or share exchange are either listed on a national securities exchange or held of record by more than 2,000 shareholders that are different, in type or exchange ratio per share, from the shares to be provided or offered to any other holder of shares of the same class or series of shares in exchange for such shares; or

(2) The articles of incorporation or a resolution of the board of directors approving the transaction provides otherwise.

§ 14-2-1303. Dissent by nominees and beneficial owners.

A record shareholder may assert dissenters' rights as to fewer than all the shares registered in his name only if he dissents with respect to all shares beneficially owned by any one beneficial shareholder and notifies the corporation in writing of the name and address of each person on whose behalf he asserts dissenters' rights. The rights of a partial dissenter under this Code section are determined as if the shares as to which he dissents and his other shares were registered in the names of different shareholders.

PART 2
PROCEDURE FOR EXERCISE OF DISSENTERS' RIGHTS

§ 14-2-1320. Notice of dissenters' rights.

(a) If proposed corporate action creating dissenters' rights under Code Section 14-2-1302 is submitted to a vote at a shareholders' meeting, the meeting notice must state that shareholders are or may be entitled to assert dissenters' rights under this article and be accompanied by a copy of this article.

(b) If corporate action creating dissenters' rights under Code Section 14-2-1302 is taken without a vote of shareholders, the corporation shall notify in writing all shareholders entitled to assert dissenters' rights that the action was taken and send them the dissenters' notice described in Code Section 14-2-1322 no later than ten days after the corporate action was taken.

§ 14-2-1321. Notice of intent to demand payment.

(a) If proposed corporate action creating dissenters' rights under Code Section 14-2-1302 is submitted to a vote at a shareholders' meeting, a record shareholder who wishes to assert dissenters' rights:

(1) Must deliver to the corporation before the vote is taken written notice of his intent to demand payment for his shares if the proposed action is effectuated; and

(2) Must not vote his shares in favor of the proposed action.

(b) A record shareholder who does not satisfy the requirements of subsection (a) of this Code section is not entitled to payment for his shares under this article.

§ 14-2-1322. Dissenters' notice.

(a) If proposed corporate action creating dissenters' rights under Code Section 14-2-1302 is authorized at a shareholders' meeting, the corporation shall deliver a written dissenters' notice to all shareholders who satisfied the requirements of Code Section 14-2-1321.

(b) The dissenters' notice must be sent no later than ten days after the corporate action was taken and must:

(1) State where the payment demand must be sent and where and when certificates for certificated shares must be deposited;

(2) Inform holders of uncertificated shares to what extent transfer of the shares will be restricted after the payment demand is received;

(3) Set a date by which the corporation must receive the payment demand, which date may not be fewer than 30 nor more than 60 days after the date the notice required in subsection (a) of this Code section is delivered; and

(4) Be accompanied by a copy of this article.

§ 14-2-1323. Duty to demand payment.

(a) A record shareholder sent a dissenters' notice described in Code Section 14-2-1322 must demand payment and deposit his certificates in accordance with the terms of the notice.

(b) A record shareholder who demands payment and deposits his shares under subsection (a) of this Code section retains all other rights of a shareholder until these rights are canceled or modified by the taking of the proposed corporate action.

(c) A record shareholder who does not demand payment or deposit his share certificates where required, each by the date set in the dissenters' notice, is not entitled to payment for his shares under this article.

§ 14-2-1324. Share restrictions.

(a) The corporation may restrict the transfer of uncertificated shares from the date the demand for their payment is received until the proposed corporate action is taken or the restrictions released under Code Section 14-2-1326.

(b) The person for whom dissenters' rights are asserted as to uncertificated shares retains all other rights of a shareholder until these rights are canceled or modified by the taking of the proposed corporate action.

§ 14-2-1325. Payment.

(a) Except as provided in Code Section 14-2-1327, within ten days of the later of the date the proposed corporate action is taken or receipt of a payment demand, the corporation shall by notice to each dissenter who complied with Code Section 14-2-1323 offer to pay to such dissenter the amount the corporation estimates to be the fair value of his or her shares, plus accrued interest.

(b) The offer of payment must be accompanied by:

(1) The corporation's balance sheet as of the end of a fiscal year ending not more than 16 months before the date of payment, an income statement for that year, a statement of changes in shareholders' equity for that year, and the latest available interim financial statements, if any;

(2) A statement of the corporation's estimate of the fair value of the shares;

(3) An explanation of how the interest was calculated;

(4) A statement of the dissenter’s right to demand payment under Code Section 14-2-1327; and

(5) A copy of this article.

(c) If the shareholder accepts the corporation’s offer by written notice to the corporation within 30 days after the corporation’s offer or is deemed to have accepted such offer by failure to respond within said 30 days, payment for his or her shares shall be made within 60 days after the making of the offer or the taking of the proposed corporate action, whichever is later.

§ 14-2-1326. Failure to take action.

(a) If the corporation does not take the proposed action within 60 days after the date set for demanding payment and depositing share certificates, the corporation shall return the deposited certificates and release the transfer restrictions imposed on uncertificated shares.

(b) If, after returning deposited certificates and releasing transfer restrictions, the corporation takes the proposed action, it must send a new dissenters’ notice under Code Section 14-2-1322 and repeat the payment demand procedure.

§ 14-2-1327. Procedure if shareholder dissatisfied with payment or offer.

(a) A dissenter may notify the corporation in writing of his own estimate of the fair value of his shares and amount of interest due, and demand payment of his estimate of the fair value of his shares and interest due, if:

(1) The dissenter believes that the amount offered under Code Section 14-2-1325 is less than the fair value of his shares or that the interest due is incorrectly calculated; or

(2) The corporation, having failed to take the proposed action, does not return the deposited certificates or release the transfer restrictions imposed on uncertificated shares within 60 days after the date set for demanding payment.

(b) A dissenter waives his or her right to demand payment under this Code section and is deemed to have accepted the corporation’s offer unless he or she notifies the corporation of his or her demand in writing under subsection (a) of this Code section within 30 days after the corporation offered payment for his or her shares, as provided in Code Section 14-2-1325.

(c) If the corporation does not offer payment within the time set forth in subsection (a) of Code Section 14-2-1325:

(1) The shareholder may demand the information required under subsection (b) of Code Section 14-2-1325, and the corporation shall provide the information to the shareholder within ten days after receipt of a written demand for the information; and

(2) The shareholder may at any time, subject to the limitations period of Code Section 14-2-1332, notify the corporation of his own estimate of the fair value of his shares and the amount of interest due and demand payment of his estimate of the fair value of his shares and interest due.

PART 3
JUDICIAL APPRAISAL OF SHARES

§ 14-2-1330. Court action.

(a) If a demand for payment under Code Section 14-2-1327 remains unsettled, the corporation shall commence a proceeding within 60 days after receiving the payment demand and petition the court to determine the fair value of the shares and accrued interest. If the corporation does not commence the proceeding within the 60 day period, it shall pay each dissenter whose demand remains unsettled the amount demanded.

(b) The corporation shall commence the proceeding, which shall be a nonjury equitable valuation proceeding, in the superior court of the county where a corporation's registered office is located. If the surviving corporation is a foreign corporation without a registered office in this state, it shall commence the proceeding in the county in this state where the registered office of the domestic corporation merged with or whose shares were acquired by the foreign corporation was located.

(c) The corporation shall make all dissenters, whether or not residents of this state, whose demands remain unsettled parties to the proceeding, which shall have the effect of an action quasi in rem against their shares. The corporation shall serve a copy of the petition in the proceeding upon each dissenting shareholder who is a resident of this state in the manner provided by law for the service of a summons and complaint, and upon each nonresident dissenting shareholder either by registered or certified mail or statutory overnight delivery or by publication, or in any other manner permitted by law.

(d) The jurisdiction of the court in which the proceeding is commenced under subsection (b) of this Code section is plenary and exclusive. The court may appoint one or more persons as appraisers to receive evidence and recommend decision on the question of fair value. The appraisers have the powers described in the order appointing them or in any amendment to it. Except as otherwise provided in this chapter, Chapter 11 of Title 9, known as the "Georgia Civil Practice Act," applies to any proceeding with respect to dissenters' rights under this chapter.

(e) Each dissenter made a party to the proceeding is entitled to judgment for the amount which the court finds to be the fair value of his shares, plus interest to the date of judgment.

§ 14-2-1331. Court costs and attorney fees.

(a) The court in an appraisal proceeding commenced under Code Section 14-2-1330 shall determine all costs of the proceeding, including the reasonable compensation and expenses of appraisers appointed by the court, but not including fees and expenses of attorneys and experts for the respective parties. The court shall assess the costs against the corporation, except that the

court may assess the costs against all or some of the dissenters, in amounts the court finds equitable, to the extent the court finds the dissenters acted arbitrarily, vexatiously, or not in good faith in demanding payment under Code Section 14-2-1327.

(b) The court may also assess the fees and expenses of attorneys and experts for the respective parties, in amounts the court finds equitable:

(1) Against the corporation and in favor of any or all dissenters if the court finds the corporation did not substantially comply with the requirements of Code Sections 14-2-1320 through 14-2-1327; or

(2) Against either the corporation or a dissenter, in favor of any other party, if the court finds that the party against whom the fees and expenses are assessed acted arbitrarily, vexatiously, or not in good faith with respect to the rights provided by this article.

(c) If the court finds that the services of attorneys for any dissenter were of substantial benefit to other dissenters similarly situated, and that the fees for those services should not be assessed against the corporation, the court may award to these attorneys reasonable fees to be paid out of the amounts awarded the dissenters who were benefited.

§ 14-2-1332. Limitation of actions.

No action by any dissenter to enforce dissenters' rights shall be brought more than three years after the corporate action was taken, regardless of whether notice of the corporate action and of the right to dissent was given by the corporation in compliance with the provisions of Code Section 14-2-1320 and Code Section 14-2-1322.

NEWS RELEASE

July 25, 2011

NCR Commences Tender Offer for All Outstanding Shares of Radiant Systems

Duluth, GA, July 25, 2011 – NCR Corporation (NYSE: NCR) today announced that its wholly-owned subsidiary, Ranger Acquisition Corporation, has commenced the previously-announced tender offer to acquire all of the outstanding shares of common stock of Radiant Systems, Inc. (NASDAQ: RADS) for $28.00 per share, net to the seller in cash, without interest and less applicable withholding taxes.

The tender offer is being made in connection with the previously-announced merger agreement, dated July 11, 2011, by and among NCR, Ranger Acquisition Corporation and Radiant. The boards of directors of NCR and Radiant each approved the terms of the merger agreement. The board of directors of Radiant recommends that Radiant shareholders tender their shares in the tender offer.

The tender offer and withdrawal rights are scheduled to expire at 12:00 midnight, New York City time, at the end of the day on Friday, August 19, 2011, unless the tender offer is extended in accordance with the terms of the merger agreement and the applicable rules and regulations of the Securities and Exchange Commission.

The tender offer requires that at least a majority of the outstanding shares of Radiant Systems common stock on a fully diluted basis be validly tendered, and not withdrawn prior to the expiration of the offer, in addition to regulatory approval and other customary closing conditions. There is no financing condition to the tender offer.

J.P. Morgan Securities LLC is the dealer manager and Georgeson, Inc. is the information agent for the tender offer.

Additional Information and Where to Find it

This press release (this “Statement”) relates to a tender offer by Ranger Acquisition Corporation (“Purchaser”), a wholly-owned subsidiary of NCR Corporation (“NCR”), for all shares of outstanding common stock of Radiant Systems, Inc. (“Radiant Systems”).

This Statement is neither an offer to purchase nor a solicitation of an offer to sell any shares of Radiant Systems. NCR and Purchaser will be filing today a Tender Offer Statement on Schedule TO containing an offer to purchase, a form of letter of transmittal and other documents relating to the tender offer with the U.S. Securities and Exchange Commission (“SEC”) on, and Radiant Systems will be filing today a Solicitation/Recommendation Statement on Schedule 14D-9 with respect to the tender offer with the SEC. NCR and Radiant Systems intend to mail these documents to the shareholders of Radiant Systems.

These documents contain important information about the tender offer and shareholders of Radiant Systems are urged to read them carefully when they become available.

Investors and shareholders of Radiant Systems will be able to obtain a free copy of these documents filed by NCR and Radiant Systems with the SEC at the website maintained by the SEC at www.sec.gov. In addition, the tender offer statement and related materials may be obtained for free by directing such requests to NCR Investor Relations at 678-808-5905 or NCR, Attention: Investor Relations, 3097 Satellite Boulevard, Duluth, GA 30096. Investors and shareholders of Radiant Systems may obtain a free copy of the solicitation/recommendation statement and other documents from Radiant Systems by directing requests to Radiant Systems Investor Relations at 770-576-6811 or Radiant Systems, Inc. at 3925 Brookside Parkway, Alpharetta, GA 30022, Attn: Investor Relations Director.

Forward-looking Statements

This press release contains “forward-looking statements” related to the acquisition of Radiant by NCR that are not historical facts. NCR has identified some of these forward-looking statements with words like “believe,” “may,” “could,” “would,” “might,” “possible,” “will,” “should,” “expect,” “intend,” “plan,” “anticipate,” or “continue,” the negative of these words, other terms of similar meaning or the use of future dates. Investors and security holders are cautioned not to place undue reliance on these forward-looking statements. Actual results could differ materially from those currently anticipated due to a number of risks and uncertainties. Risks and uncertainties related to the acquisition of Radiant by NCR that could cause results to differ from expectations include: uncertainties as to the timing of the transaction; uncertainties as to how many of Radiant’s shareholders will tender their shares in the tender offer; the possibility that various closing conditions for the transaction may not be satisfied or waived; and the risk associated with shareholder litigation in connection with the transaction. NCR undertakes no obligation to update any forward-looking statements as a result of new information, future developments or otherwise, except as expressly required by law. All forward-looking statements in this press release are qualified in their entirety by this cautionary statement.

About NCR Corporation

NCR Corporation (NYSE: NCR) is a global technology company leading how the world connects, interacts and transacts with business. NCR’s assisted- and self-service solutions and comprehensive support services address the needs of retail, financial, travel, healthcare, hospitality, entertainment, gaming, public sector, telecom carrier and equipment organizations in more than 100 countries. NCR (www.ncr.com) is headquartered in Duluth, Georgia.

Contacts:

NCR Media Relations
Richard Maton, 770-623-7874
richard.maton@ncr.com

NCR Media Relations
Cameron Smith, 770-623-7998
cameron.smith@ncr.com

NCR Investor Relations
Gavin Bell, 212-589-8468
gavin.bell@ncr.com

Radiant Systems Media and Investor Relations
Karen Leytze, 770-576-6811
Karen.leytze@RadiantSystems.com

Exhibit (a)(5)(F)

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

Filed in Office
July 14, 2011
Deputy Clerk Superior Court
Fulton County, GA

JAY PHELPS individually and on behalf all others similarly situated, Plaintiff, v. RADIANT SYSTEMS, INC., ALON GOREN, JOHN H. HEYMAN, DONNA A. LEE, JAMES S. BALLOUN, J. ALEXANDER DOUGLAS JR., MICHAEL Z. KAY, PHILIP J. HICKEY, JR., NICK SHREIBER, WILLIAM A. CLEMENT, JR. NCR CORPORATION and RANGER ACQUISITION CORPORATION, Defendants.	CIVIL ACTION NO: 2011CV203228

CLASS ACTION COMPLAINT

Plaintiff, Jay Phelps, by his undersigned attorneys, brings this verified class action complaint and alleges the following upon personal knowledge with respect to himself, and upon information and belief as to all other allegations based upon, inter alia, the investigation of counsel:

NATURE OF THE ACTION

1. This is a shareholder class action complaint brought by Plaintiff Jay Phelps (“Plaintiff) individually and on behalf of shareholders of Radiant Systems, Inc. (“Radiant” or the “Company”) against the Company’s Board of Directors (the “Board” or the “Individual Defendants”), the Company and other persons and entities involved in the proposed transaction through which the shareholders of the Company are presented with a cash tender offer by NCR Corporation (“NCR”), and its wholly-owned subsidiary, Ranger Acquisition Corporation

("Ranger" or "Merger Sub"), after which the Company will effectuate a second step merger with NCR for inadequate consideration resulting from a flawed process (the "Proposed Transaction").

2. On July 11, 2011, Radiant and NCR entered into an Agreement and Plan of Merger ("Merger Agreement"), whereby NCR, through its-wholly owned subsidiary, would acquire all outstanding shares of Radiant in a cash merger valued at $28.00 per share, a transaction valued at approximately $1.2B (the "Tender Offer"). The Tender Offer is to commence July 25, 2011 and will be open for a period not less than 20 days.

3. The consideration offered in the Proposed Transaction is unfair and grossly inadequate because the intrinsic value of Radiant's common stock is materially in excess of the amount offered, given the Company's growth, anticipated operating results, and future profitability.

4. Additionally, as detailed herein, the Proposed Transaction is the product of a process designed to favor Radiant insiders, including Defendant John H. Heyman, the Company's Chief Executive Officer ("CEO"), and other members of its Board of Directors.

5. Moreover, if the Tender Offer closes, NCR will be able to enhance its mix of software and services and expand its market coverage by utilizing Radiant's strong channel partner network, enabling it to capitalize on Radiant's established position and years of investment. In contrast, Radiant shareholders will not share in the rewards of the surviving company's expected success.

6. As described further below, both the consideration to Radiant common shareholders contemplated in the Proposed Transaction and the process by which Defendants propose to consummate the Proposed Transaction, including various preclusive deal protection devices, are fundamentally unfair to Plaintiff and other common shareholders of the Company.

The Individual Defendants' conduct constitutes a breach of their fiduciary duties owed to Radiant's common shareholders and a violation of applicable legal standards governing the Individual Defendants' conduct.

7. For these reasons and as set forth in detail herein, Plaintiff seeks to enjoin Defendants from taking any steps to consummate the Proposed Transaction or, in the event the Proposed Transaction is consummated, recover damages resulting from the Individual Defendants' violations of their fiduciary duties of loyalty, good faith, due care, and full and fair disclosure.

JURISDICTION AND VENUE

8. This Court has jurisdiction over each defendant named herein because each Defendant is either a corporation that conducts business in and maintains operations in this county, or is an individual who has sufficient minimum contacts with Georgia so as to render the exercise of jurisdiction by the Georgia courts permissible under traditional notions of fair play and substantial justice.

9. Venue is proper in this court because one or more of the defendants either resides in or maintains executive offices in this county, a substantial portion of the transactions and wrongs complained of herein, including the defendants' primary participation in the wrongful acts detailed herein and aiding and abetting and conspiracy in violation of fiduciary duties owed to Radiant occurred in this county, and defendants have received substantial compensation in this county by doing business here and engaging in numerous activities that had an effect in this county. In addition, Radiant maintains its registered agent at 1201 West Peachtree Street, Suite 2800, Atlanta, Fulton County, Georgia 30309.

THE PARTIES

10. Plaintiff Jay Phelps is and has been the owner of Radiant common stock continuously since prior to the wrongs complained of herein.

11. Defendant Radiant is a Georgia corporation with its headquarters located in 3925 Brookside Parkway, Alpharetta, Georgia. Radiant is a global provider of innovative technology to the hospitality, retail, and entertainment industries. For more than two decades, Radiant's point of sale hardware and software solutions have helped to redefine the consumer experience in more than 100,000 restaurants, retail stores, stadiums, parks, arenas, cinemas, convenience stores, fuel centers, and other customer-services venues. Radiant's common stock publicly trades on the Nasdaq Global Select Market (the "Nasdaq") under the symbol "RADS" and, as of May 2, 2011, it had 40,214,363 shares outstanding.

12. Defendant Alon Goren has served as Chairman of the Board and Chief Technology Officer of the Company since 1985.

13. Defendant John H. Heyman has served as a director of the Company since June 1996 and has served as CEO since January 2002.

14. Defendant Donna A. Lee has served as a director of the Company since March 2007.

15. Defendant James S. Balloun has served as a director of the Company since April 1997.

16. Defendant J. Alexander Douglas Jr. has served as a director of the Company since August 2001.

17. Defendant Michael Z. Kay has served as a director of the Company since April 2002.

18. Defendant Philip J. Hickey, Jr. has served as a director of the Company since February 2011.

19. Defendant Nick Shreiber has served as a director of the Company since March 2011.

20. Defendant William A. Clement, Jr. has served as a director of the Company since April 2005.

21. Defendant NCR is a Maryland corporation with its headquarters located at 3097 Satellite Boulevard, Duluth, GA 30096. NCR is a global technology company leading how the world connects, interacts and transacts with business. NCR's assisted and self-service solutions and comprehensive support services address the needs of retail, financial, travel, healthcare, hospitality, entertainment, gaming, public sector, telecom carrier and equipment organizations in more than 100 countries.

22. Ranger is a Georgia corporation and wholly-owned subsidiary of NCR. NCR and Ranger are sometimes collectively referred to herein as NCR.

23. The individuals indentified in ¶¶ 12-20 are collectively referred to herein as the "Individual Defendant."

24. By reason of their positions as officers and/or directors of the Company, the Individual Defendants are in a fiduciary relationship with Plaintiff and the Company's other public shareholders, and owe them the highest obligations of loyalty, good faith, fair dealing, due care, and full and fair disclosure.

25. Radiant, Individual Defendants, NCR, and Ranger are sometimes collectively referred to herein as "Defendants."

THE INDIVIDUAL DEFENDANTS' FIDUCIARY DUTIES

26. In any situation where the directors of a publicly traded corporation undertake a transaction that will result in either a change in corporate control or a break-up of the corporation's assets, they have an affirmative fiduciary obligation to act in the best interests of the company's shareholders, including the duty to obtain maximum value under the circumstances. To diligently comply with these duties, the directors may not take any action that:

(a) adversely affects the value provided to the corporation's shareholders;

(b) will discourage or inhibit alternative offers to acquire control of the corporation or its assets;

(c) contractually prohibits them from complying with their fiduciary duties; and/or

(d) will provide the directors, executives or other insiders with preferential treatment at the expense of, or separate from, the public shareholders, and place their own pecuniary interests above those of the interests of the company and its shareholders.

27. In accordance with their duties of loyalty and good faith, the Individual Defendants, as directors and/or officers of Radiant, are obligated to:

(a) determine whether a proposed sale of the Company is in the shareholders' best interests;

(b) maximize shareholder value by considering all *bona fide* offers or strategic alternatives, including the Proposed Transaction; and

(c) refrain from implementing unreasonable measures designed to protect a transaction to the exclusion of a more beneficial deal, and from participating in any transaction in which their loyalties are divided.

28. Plaintiff alleges herein that the Individual Defendants, separately and together, in connection with the Proposed Transaction, have violated and are continuing to violate the fiduciary duties they owe to Plaintiff and the Company's other public shareholders, including the duties of loyalty, good faith, candor, and due care.

SUBSTANTIVE ALLEGATIONS

A. Background

29. Radiant, which conducted its initial public offering in 1997, provides enterprise-wide technology solutions to selected vertical markets within the retail industry. The Company offers fully integrated retail automation solutions including Point of Sale ("POS") systems, consumer-activated ordering systems, back office management systems and headquarters-based management systems. The Company's products enable retailers to interact electronically with consumers, capture data at the point of sale, manage site operations and logistics and communicate electronically with their sites, vendors and credit networks. In addition, the Company offers system planning, design, and implementation services that tailor the automation solution to each retailer's specifications.

B. The Proposed Transaction

30. On July 11, 2011, Radiant and NCR issued a joint press release announcing their entry into the Proposed Transaction, which is expected to close during the third quarter of 2011. Pursuant to the Proposed Transaction, NCR is offering Radiant's public shareholders $28.00 per share with an aggregate value of approximately $1.2 billion. Thus, shareholders will

not retain a continuing interest in the Company after the Tender Offer closes and if the Proposed Transaction is consummated.

31. Moreover, the consideration offered to Radiant shareholders in the Proposed Transaction is unfair and grossly inadequate because, among other things, the intrinsic value of Radiant's common stock is materially in excess of the amount offered for those securities in the Proposed Transaction given the Company's prospects for future growth and earnings.

32. On November 5, 2010, Radiant filed a Form 10-Q with the U.S Securities and Exchange Commission ("SEC") announcing the Company's strong growth in its 3Q10 results. Radiant earned total revenues of $89.2 million for the period which exceeded Company guidance and represented a 26 percent increase from revenues of $70.9 million for the same period in 2009. Net income for the period was $7.5 million, or $0.20 per diluted share, an increase of $4.1 million, or $0.10 per diluted share, compared to the same period in 2009. The 10-Q included the following statement:

> Our financial results through the first nine months of 2010 reflect significant improvement over the same period a year ago, primarily due to stronger global economic and industry conditions. In the first half of 2009, negative trends in consumer spending and pervasive economic uncertainty led to slowed new site openings and reduced capital spending from existing customers. However, ***in the second half of 2009, demand began to increase and was recognized through new customer contracts, a growing pipeline of opportunities and the stabilization of our channel partners. This trend has continued in 2010 due to the number of significant new contracts signed in recent months, the visibility of the sales pipeline available to us, our ability to work closely with our channel partners to help end customers realize the benefits of new technology in their sites, and the launching of several new products in hosted solutions, mobile ordering and a new point-of-sale terminal in Europe.***

33. On November 2, 2010, Defendant Heyman, the Company's CEO, participated in a conference call with analysts to discuss Radiant's 3Q10 results, and he described the Company's recent developments that he expected to drive growth:

Increasingly, our product strategy is allowing our customers to build stronger relationships with their consumers through a variety of tools. Most recently, we've launched our Customer Connect solution, which is delivered in a hosted manner that lets our customers build very specific e-mail marketing campaigns to consumers based on detailed customer buying behavior linked with available food and inventory offerings. Already, over 100 customers are seeing significant sales lists from this tool, as we ready the product for release later this year.

34. In commenting to analysts on Radiant's developing opportunities overseas, Defendant Heyman stated:

As to our global efforts right now, ***we are nearing some key inflection points that we've been talking about for some time now, as we look to replicate our domestic success into other parts of the world.*** I'm just now completing a six-week tour of Europe. I've been visiting with our customers, with our people, and, of course, with our partners. ***Our global growth prospects here are very clear. One, we've got developing relationships with some very large companies growing inside and outside the Continent. Two, we have a very strong position inside key growth markets, such as Turkey, and we have a low share in more mature geographies that can increase despite the lack of overall market growth.***

35. In sum, Defendant Heyman claimed that, as of November 2010, Radiant's future was bright, stating: "[o]ur pipeline is strong, our backlog is strong, new products are maturing, and we're expanding our global efforts and the efforts of our domestic sales force. Of course, we must all temper our collective enthusiasm with continued conservatism around the economy in many parts of the globe, but, our business continues to fire on all cylinders."

36. Radiant raised its 4Q10 guidance to reflect an anticipated year-over-year growth of 26%.

37. On February 15, 2011, Radiant announced its 4Q10 results. Radiant earned record total revenues of $90.6 million, an increase of 16% of 4Q09. Net income increased $6.0 million, or $0.15 per diluted share, to $23.0 million for the quarter, or $0.66 per diluted share.

38. In discussing the results with analysts on a conference call on February 15, 2011, Defendant Heyman said:

In terms of other highlights from a customer standpoint, ***our products both new and old are meeting with incredible acceptance in the marketplace. It's led to multiple wins with new customers. Too many names really for me to itemize on this call. Additionally, rollout for new product adoption with existing customers led to strong growth in every geography, industry and channel.*** And while many of our wins in the restaurant sector are quite public and speak for themselves, we've also had great success in other areas as well. Our retail, sports and entertainment industry grew. Both saw new wins with three sizable convenience store operators, totaling roughly 1,000 sites last year, representing — each of them representing notable takeaways from the competition. ***Our specialty retail growth, specifically in the small business segment of specialty retail, grew almost 40% in terms of new customers.*** And for those of you who are fortunate enough to be in Dallas for the Super Bowl, our recently installed Quest system operated flawlessly on behalf of the host stadium.

39. Defendant Heyman summed up his understanding of Radiant's market as of February 15, 2011 by stating: "I have never seen technology be in such high demand as it is today. Lower product costs, cloud-based computing, SaaS business models, knowledgeable consumers and powered by mobility and Smart phones, social media, et cetera, are all working to create much larger opportunities for our industry to deploy technology as a competitive weapon."

40. On the February 15, 2011 call Defendant Heyman claimed Radiant's expansion to Europe was progressing as well: "[I]n Europe we've launched the Columbus 700 in the fourth quarter. And midway into the first quarter it's performing — the launch is performing well ahead of our expectations in terms of volume… And we're in the early stages of what we believe can be $100 million plus opportunity for us over the next five years."

41. In discussing the prospect of mergers and acquisitions on the February 15, 2011 call, in his prepared remarks Defendant Heyman again was silent as to the prospect of Radiant being purchased, and instead indicated that the Company was interested in using some of the funds generated by a September 2010 secondary stock offering to purchase other entities. Specifically, Defendant Heyman stated:

We are as interested as many of our shareholders in putting our newfound capital to work. ***Our cash position and our borrowing power provides us with a very strong foundation for inorganic growth opportunities.*** We are currently reviewing a number of small to medium-size opportunities. They're all inside our core business. The criteria for our deals are twofold. One, that they be accretive in the first 12 months, and, two, that they meet our long-term return on capital hurdles. But, we continue to look at a number of small to medium-sized deals.

42. On March 15, 2011, analysts Wedbush reiterated their "Outperform" rating of Radiant, and wrote to their clients, writing, "We believe Radiant will generate mid-teen revenue growth for the next 3-5 years as acceleration in restaurant chain activity and recurring service penetration has now been joined by expanded international opportunities and a pickup of activity in the channel business."

43. On March 16, 2011, Radiant was upgraded to "buy" from "neutral" by analysts Sidoti & Company, LLC.

44. Radiant announced its 1Q11 financial results in a press release dated April 28, 2011. Radiant reported total revenues of $87.1 million, which was an increase of 10% compared to the same period in 2010, with an increase of 52% in adjusted operating income (non-GAAP) of $12.7 million with 14.6% operating margins. Defendant Heyman is quoted as saying:

"Given our performance in the quarter and increased visibility to the year, ***we are increasing our guidance for both revenue and earnings.*** The high end of the guidance range equates to more than 10% revenue growth and 20% adjusted operating income growth for the year with subscription services approaching a 30% growth rate," said Mark Haidet, CFO of Radiant Systems. ***"We continue to see organic and inorganic growth opportunities that we believe could evolve as the year progresses."***

45. On April 28, 2011, Defendant Heyman participated in a conference call with analysts to discuss the Company's 1Q11 results. Defendant Heyman commented on Radiant's future:

Our long-term operating model continues to evolve. Just a couple of years ago, ***our long-term model called for 15% operating margins, which we essentially hit***

this past quarter. The transition to SaaS has enabled us to forecast much stronger margins over time. We can now envision 20% operating margins as the SaaS model continues to make up a larger percentage of our revenues, given its growth rate.

46. Defendant Heyman continued:

The SaaS demand follows what we see as a new world at hand for our customers and their consumers. First, cloud computing makes it easier to deploy and maintain software and allows us to provide even more relevant functionality to our customers. We've been hosting tens of thousands of application sites in the cloud for years. Second, social networks are attracting more people to the Internet, both young and old, by bringing consumers together with social networks and creating more opportunity and, yes, even more threat to retailers. And third, the rapidly accelerating pace of mobile platforms will increase the opportunities we see and intensifies the challenges for retailers.

These capabilities have resulted in increased demand from retailers for technology solutions that allow them to take advantage of these very same trends in ways that help them increase revenues profitably — and I say that with emphasis — and control their costs. Mobile payment, ordering, reservations, email marketing, managing social media are all new opportunities for us to have an even larger impact on our customers and create more demand for our SaaS business. ***We're clearly in the middle of affecting these trends for our markets."***

47. Radiant is also poised to benefit from international growth. Defendant Heyman emphasized this point during the April 28, 2011 call:

I was in Brazil last week. Shipments are well ahead of plan in this region, ***and we forecast continuing accelerating growth here as well.*** It's an incredibly vibrant country, and ***we think we'll see continued growth here for years.*** Europe and Brazil combined should lead the way for Radiant's international revenues to grow. We estimate 30% or more in 2011, and ***we feel like we're just getting started in these regions.*** We're winning deals across the business, and our pipeline remains robust. Even in the NFL stadium market, we've signed two competitive displacements in the face of a well publicized work stoppage.

48. Defendant Heyman emphasized that Radiant's bottom line was strong and he focused his comments on the Company' growth ahead, yet he failed to reveal that just more than two months later the Board would agree to support NCR's Tender Offer. Conversely, as of April 28,

2011, Defendant Heyman was still suggesting Radiant could become an acquirer of other companies to support its growth:

> ***Our cash balance, strong cash flow, and credit lines provide us with excellent foundation for growth. We're frequently asked about acquisitions. We've been talking to a lot of companies that we believe are very synergistic, and we're in negotiation on a couple of midsized deals right now.*** We hope to have a couple of letters of intent signed this quarter. But again, we all know how these processes can work in terms of delays.
>
> ***In short, we've never been more excited about our business. It's working exactly as we have designed and planned for years.*** More than ever, technology has the power to transform the industries we serve, and we are helping our customers embrace this power.

49. Following this announcement, on April 29, 2011, shareholders drove up Radiant's stock price more than $2.49 from the previous close to reach a high of $20.09 on significant volume of 1.1 million shares (Radiant's average volume is less than 350,000 per day).

50. In exchange for its lowball offer, the NCR stands to gain control over Radiant's valuable customer base and seize control of its technological innovations and reputation. Radiant's public shareholders have a right to receive the best value available for their shares. The consideration reflected in the Proposed Transaction, however, falls short and does not adequately value the Company's substantial assets.

51. Moreover, the Proposed Transaction was driven by the self-interested Individual Defendants looking to cash out their largely illiquid holdings in Radiant stock and assume leading roles at NCR.

52. Indeed, commenting on the Proposed Transaction, Defendant Heyman, indicated that the acquisition of the Company was consistent with Radiant's growth strategy, stating:

> This combination dramatically accelerates our capabilities on all these [growth] initiatives. NCR's global footprint, brand recognition and track record of innovations will help us achieve our strategic aspirations and create even more value for our customers.

53. However, while Defendant Heyman anticipates personally benefiting from the continued operations of the combined company, Radiant shareholders are being cashed out of the future growth Defendant Heyman touted over the last several quarters.

54. Pursuant to the terms of the Merger Agreement filed with the SEC on July 12, 2011, if 50 percent of Radiant's shares are tendered through the Tender Offer, Radiant will become a new vertical business for NCR. Defendant Heyman is expected to "lead" this new business for NCR, and other "key members of the Radiant Systems management team will play integral roles in strengthening NCR's position in hospitality and specialty retail . . ."

55. Notably absent from Defendant Heyman's praise of the prospects of future growth for NCR are any benefits flowing to current Radiant shareholders, to whom Defendant Heyman and the Individual Defendants owe fiduciary duties of loyalty and a good faith.

56. By approving the Proposed Transaction for inadequate consideration and failing to ensure Radiant shareholders received adequate value for their shares, each of the Individual Defendants, as members of Radiant's Board, breached their fiduciary duties to Company and its shareholders.

C. The Preclusive Deal Protection Devices

57. As part of the Merger Agreement, the Individual Defendants agreed to certain onerous and preclusive deal protection devices that operate conjunctively to make the Proposed Transaction a fait accompli and ensure that no competing offers will emerge for the Company.

58. By way of example, §6.2(a) of the Merger Agreement, titled "Non-Solicitation," contains a provision barring the Board and any Company personnel from

attempting to procure a price in excess of the amount offered by NCR. Section 6.2 further demands that the Company cease and cause to be terminated any and all prior or on-going discussions with other potential suitors. Despite the fact that Defendants have already "locked up" the transaction in favor of NCR and precluded the Radiant Board from soliciting alternative bids, the Merger Agreement provides other ways to guarantee that NCR will be the Company's only suitor.

59. Pursuant to §6.2(b) of the Merger Agreement, should an unsolicited buyer arise with a "Superior Proposal," the Company must notify NCR of the "Superior Proposal" and grant NCR three business days to amend the terms of the Merger Agreement to make a counter-offer so that the competing bid ceases to constitute a "Superior Proposal." Moreover, NCR will be able to match the unsolicited offer because it will be granted unfettered access to the details of the unsolicited offer, in its entirety, eliminating any leverage that the Company has in receiving the unsolicited offer.

60. Accordingly, the Merger Agreement unfairly assures that any "auction" will favor NCR and piggy-back upon the due diligence of the foreclosed alternative bidder.

61. In connection with the Merger Agreement, certain directors and officers of the Company, together representing ownership of more than approximately 7% of the Company's outstanding shares, entered into a Voting Agreement agreeing, among other things, to tender all of their shares in favor of the Proposed Transaction.

62. The Merger Agreement also provides for a coercive Top-Up Option. In particular, §1.3 provides for the following:

(a) The Company hereby grants to Merger Sub an irrevocable option (the "Top-Up Option"), exercisable only on the terms and conditions set forth in this Section 1.3, to purchase at a price per share equal to the Offer Price paid in the Offer up to that number of newly issued Company Shares (the "Top-Up

Shares") equal to the lowest number of Company Shares that, when added to the number of Company Shares owned by Buyer and its Subsidiaries at the time of exercise of the Top-Up Option, shall constitute one share more than 90% of the Company Shares outstanding immediately after the issuance of the Top-Up Shares on a "fully diluted basis" (which assumes conversion or exercise of all derivative securities regardless of the conversion or exercise price, the vesting schedule or other terms and conditions thereof); provided, however, that (i) the Top-Up Option shall not be exercisable for a number of Company Shares in excess of the Company Shares authorized (whether unissued or held in the treasury of the Company) at the time of exercise of the Top-Up Option (giving effect to the Company Shares issuable pursuant to all then-outstanding stock options, restricted stock units and any other rights to acquire Company Shares as if such shares were outstanding) and (ii) the exercise of the Top-Up Option and the issuance and delivery of the Top-Up Shares shall not be prohibited by any Law (which, for the avoidance of doubt, shall not include the rules of NASDAQ) or judgment, order, writ, injunction, decree or award of any Governmental Entity. The Top-Up Option shall be exercisable at any one time following the Offer Closing and prior to the earlier to occur of (a) the Effective Time and (b) the termination of this Agreement in accordance with its terms. The obligation of the Company to issue and deliver the Top-Up Shares upon the exercise of the Top-Up Option is subject only to the condition that no Legal Restraint (other than any listing requirement of any national securities exchange) that has the effect of preventing the exercise of the Top-Up Option or the issuance and delivery of the Top-Up Shares in respect of such exercise shall be in effect. The parties hereto acknowledge and agree that, notwithstanding anything to the contrary herein, the failure to obtain approval of the Company's shareholders of the issuance of Company Shares pursuant to the Top-Up Option as a result of applicable stock exchange listing requirements shall not cause any condition of the Offer not to be met. Upon Buyer's written request, the Company shall use its reasonable best efforts to cause its transfer agent to certify in writing to Buyer the number of Company Shares issued and outstanding as of immediately prior to the exercise of the Top-Up Option after giving effect to the issuance of the Top-Up Shares. Subject to the terms and conditions hereof, and for so long as this Agreement has not been terminated pursuant to the provisions hereof, the Company agrees that it shall maintain out of its existing authorized capital, free from preemptive rights, sufficient authorized but unissued Company Shares issuable pursuant to this Agreement so that the Top-Up Option may be exercised, after giving effect to the Company Shares issuable pursuant to all other then-outstanding stock options, restricted stock units and any other rights to acquire Company Shares as if such shares were outstanding.

(b) The parties shall cooperate to ensure that the issuance and delivery of the Top-Up Shares comply with all applicable Laws, including compliance with an applicable exemption from registration of the Top-Up Shares under the Securities Act of 1933, as amended (including the rules and regulations promulgated thereunder, the "Securities Act"). In the event Merger Sub wishes

to exercise the Top-Up Option, Merger Sub shall give the Company prior written notice, specifying (i) the number of Company Shares owned by Buyer and its Subsidiaries at the time of such notice and (ii) a place and a time for the closing of such purchase. The Company shall, as soon as practicable following receipt of such notice, deliver written notice to Merger Sub specifying, based on the information provided by Merger Sub in its notice, the number of Top-Up Shares. At the closing of the purchase of Top-Up Shares, the purchase price owed by Merger Sub to the Company therefor shall be paid to the Company by issuance by Merger Sub to the Company of a non-negotiable and nontransferable promissory note, secured by the Top-Up Shares and bearing compounding interest at 5% per annum, with principal and interest due one year after the purchase of the Top-Up Shares, prepayable in whole or in part without premium or penalty. The parties agree to use their reasonable best efforts to cause the closing of the purchase of the Top-Up Shares to occur on the same day that such notice is received by the Company, and if not so consummated on such day, as promptly thereafter as possible. The parties further agree to use their reasonable best efforts to cause the Merger to be consummated in accordance with Section 14-2-1104 of the GBCC and without a meeting of shareholders as close in time as possible to (including, to the extent possible, on the same day as) the issuance of the Top-Up Shares.

Exhibit A of the Merger Agreement continues to state as follows:

(a) There shall not be validly tendered and not validly withdrawn prior to the Expiration Date that number of Company Shares which, when added to the Company Shares already owned by Buyer and its Subsidiaries, represents at least a majority of the total number of outstanding Company Shares on a "fully diluted basis" (which assumes conversion or exercise of all derivative securities convertible or exercisable into Company Shares regardless of the conversion or exercise price, the vesting schedule or other terms and conditions thereof) on the Expiration Date (the "Minimum Tender Condition");

63. In light of the massive available amount of unissued but authorized Radiant common stock shares combined with the Voting Agreement, the Top-Up Option only requires a majority of shares to be tendered, allowing NCR unfettered power to exercise the Top-Up Option, dilute Radiant shareholders, and ensure the Tender Offer is successful.

64. In addition, the Merger Agreement provides that Radiant must pay to NCR a termination fee of $35.68 million if the Company decides to pursue another offer, thereby

essentially requiring that the alternate bidder agree to pay a naked premium for the right to provide the shareholders with a superior offer.

65. Ultimately, these preclusive deal protection devices illegally restrain the Company's ability to solicit or engage in negotiations with any third party regarding a proposal to acquire all or a significant interest in the Company. The circumstances under which the Board may respond to an unsolicited alternative acquisition proposal that constitutes, or would reasonably be expected to constitute, a superior proposal are too narrowly circumscribed to provide an effective "fiduciary out" under the circumstances. Likewise, these provisions will foreclose the new bidder from providing the needed market check of NCR's inadequate offer.

66. Accordingly, Plaintiff seeks injunctive and other equitable relief to prevent the irreparable injury that Company shareholders will continue to suffer absent judicial intervention.

CLASS ACTION ALLEGATIONS

67. Plaintiff brings this action individually and as a class action behalf of all holders of Radiant stock who are being and will be harmed by defendants' actions described below (the "Class"). Excluded from the Class are Defendants herein and any person, firm, trust, corporation, or other entity related to or affiliated with any defendant.

68. This action is properly maintainable as a class action.

69. The Class is so numerous that joinder of all members is impracticable. According to Radiant's SEC filings, as of May 2, 2011, there were more than 40 million shares of Radiant common stock outstanding.

70. There are questions of law and fact which are common to the Class and which predominate over questions affecting any individual Class member. The common questions include, *inter alia*, the following:

(a) whether the Individual Defendants have breached their fiduciary duties of undivided loyalty, independence, or due care with respect to plaintiff and the other members of the Class in connection with the Proposed Transaction;

(b) whether the Individual Defendants are engaging in self-dealing in connection with the Proposed Transaction;

(c) whether the Individual Defendants have breached any of their other fiduciary duties owed to Plaintiff and the other members of the Class in connection with the Proposed Transaction, including the duties of good faith, diligence, and fair dealing;

(d) whether Radiant aided and abetted the Individual Defendants' breaches of fiduciary duties;

(e) whether the NCR aided and abetted the Individual Defendants' breaches of fiduciary duties; and

(f) whether Plaintiff and the other members of the Class would suffer irreparable injury were the transactions complained of herein consummated.

71. Plaintiff's claims are typical of the claims of the other members of the Class and Plaintiff does not have any interests adverse to the Class.

72. Plaintiff is an adequate representative of the Class, has retained competent counsel experienced in litigation of this nature, and will fairly and adequately protect the interests of the Class.

73. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for the party opposing the Class.

74. Plaintiff anticipates that there will be no difficulty in the management of this litigation. A class action is superior to other available methods for the fair and efficient adjudication of this controversy.

75. Defendants have acted on grounds generally applicable to the Class with respect to the matters complained of herein, thereby making appropriate the preliminary relief sought herein with respect to the Class as a whole.

FIRST CAUSE OF ACTION

Claim for Breach of Fiduciary Duties Against the Individual Defendants

76. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

77. The Individual Defendants have violated the fiduciary duties of care, loyalty, good faith, and independence owed to the public shareholders of Radiant and have acted to put their personal interests ahead of the interests of Radiant's shareholders.

78. By the acts, transactions, and courses of conduct alleged herein, the Individual Defendants, individually and acting as a part of a common plan, are attempting to unfairly deprive Plaintiff and other members of the Class of the true value inherent in and arising from Radiant.

79. The Individual Defendants have violated their fiduciary duties by causing Radiant to enter into the Proposed Transaction without regard to its effect on Radiant's shareholders.

80. As demonstrated by the allegations above, the Individual Defendants failed to exercise the care required and breached their duties of loyalty, good faith, and independence owed to the shareholders of Radiant because, among other reasons:

(a) they failed to take steps to maximize the value of Radiant to its public shareholders;

(b) they failed to properly value Radiant and its various assets and operations; and

(c) they ignored or did not protect against the numerous conflicts of interest resulting from the directors' own interrelationships or connection with the Proposed Transaction.

81. Because the Individual Defendants dominate and control the business and corporate affairs of Radiant, and are in possession of, or have access to, private corporate information concerning Radiant's assets, business, and future prospects, there exists an imbalance and disparity of knowledge and economic power between them and the public shareholders of Radiant which makes it inherently unfair for them to pursue and recommend any proposed acquisition wherein they will reap disproportionate benefits to the exclusion of maximizing shareholder value.

82. By reason of the foregoing acts, practices, and course of conduct, the Individual Defendants have failed to exercise ordinary care and diligence in the exercise of their fiduciary obligations toward Plaintiff and the other members of the Class.

8.3. The Individual Defendants are engaging in self-dealing, are not acting in good faith toward Plaintiff and the other members of the Class, and have breached and are breaching their fiduciary duties to the members of the Class.

84. As a result of the Individual Defendants' unlawful actions, Plaintiff and the other members of the Class will be irreparably harmed in that they will not receive their fair portion of the value of Radiant's assets and operations. Unless the Proposed. Transaction is enjoined by the Court, the Individual Defendants will continue to breach their fiduciary duties owed to Plaintiff and the members of the Class, will not engage in arm's-length negotiations on

the Proposed Transaction's terms, and may consummate the Proposed Transaction, all to the irreparable harm of the members of the Class.

85. Plaintiff and the members of the Class have no adequate remedy at law. Only through the exercise of this Court's equitable powers can Plaintiff and the Class be fully protected from the immediate and irreparable injury which Defendants' actions threaten to inflict.

SECOND CAUSE OF ACTION

Claim for Aiding and Abetting Breaches of Fiduciary Duty Against Radiant

86. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

87. Defendant Radiant aided and abetted the Individual Defendants in breaching their fiduciary duties owed to the public shareholders of Radiant, including Plaintiff and the members of the Class.

88. The Individual Defendants owed to Plaintiff and the members of the Class certain fiduciary duties as fully set out herein.

89. By committing the acts alleged herein, the Individual Defendants breached their fiduciary duties owed to Plaintiff and the members of the Class.

90. Radiant colluded in or aided and abetted the Individual Defendants' breaches of fiduciary duties, and was an active and knowing participant in the Individual Defendants' breaches of fiduciary duties owed to Plaintiff and the members of the Class.

91. Plaintiff and the members of the Class shall be irreparably injured as a direct and proximate result of the aforementioned acts.

THIRD CAUSE OF ACTION

Claim for Aiding and Abetting Breaches of Fiduciary Duty Against the NCR and Merger Sub

92. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

93. NCR and Merger Sub aided and abetted the Individual Defendants in breaching their fiduciary duties owed to the public shareholders of Radiant, including Plaintiff and the members of the Class.

94. The Individual Defendants owed to Plaintiff and the members of the Class certain fiduciary duties as fully set out herein.

95. By committing the acts alleged herein, the Individual Defendants breached their fiduciary duties owed to Plaintiff and the members of the Class.

96. NCR and Merger Sub colluded in or aided and abetted the Individual Defendants' breaches of fiduciary duties, and were active and knowing participants in the Individual Defendants' breaches of fiduciary duties owed to Plaintiff and the members of the Class.

97. NCR and Merger Sub participated in the breach of the fiduciary duties by the Individual Defendants for the purpose of advancing their own interests. NCR and Merger Sub obtained and will obtain both direct and indirect benefits from colluding in or aiding and abetting the Individual Defendants' breaches. NCR and Merger Sub will benefit, inter alia, from the acquisition of the Company at an inadequate and unfair price if the Proposed Transaction is consummated.

98. Plaintiff and the members of the Class shall be irreparably injured as a direct and proximate result of the aforementioned acts.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands injunctive relief, in his favor and in favor of the Class and against Defendants as follows:

A. Declaring that this action is properly maintainable as a class action;

B. Declaring and decreeing that the Merger Agreement was entered into in breach of the fiduciary duties of the Individual Defendants and is therefore unlawful and unenforceable;

C. Rescinding, to the extent already implemented, the Merger Agreement;

D. Enjoining Defendants, their agents, counsel, employees, and all persons acting in concert with them from consummating the Proposed Transaction, unless and until the Company adopts and implements a procedure or process reasonably designed to enter into a merger agreement providing the best possible value for Radiant's shareholders;

E. Directing the Individual Defendants to exercise their fiduciary duties to commence a sale process that is reasonably designed to secure the best possible consideration for Radiant and obtain a transaction which is in the best interests of Radiant's shareholders;

F. Imposition of a constructive trust in favor of Plaintiff and members of the Class upon any benefits improperly received by Defendants as a result of their wrongful conduct;

G. Awarding Plaintiff the costs and disbursements of this action, including reasonable attorneys' and experts' fees; and

H. Granting such other and further equitable relief as this Court may deem just and proper.

Submitted this 14th day of July, 2011.

HOLZER HOLZER & FISTEL, LLC

/s/ Corey D. Holzer
Corey D. Holzer
Georgia Bar Number: 364698
Michael I. Fistel, Jr.
Georgia Bar Number: 262062
Marshall P. Dees
Georgia Bar Number: 105776
William W. Stone
Georgia Bar Number: 273907
200 Ashford Center North
Suite 300
Atlanta, Georgia 30338
Telephone: 770-392-0090
Facsimile: 770-392-0029

OF COUNSEL

FARUQI & FARUQI, LLP
JUAN E. MONTEVERDE
369 Lexington Avenue, 10th Floor
New York, New York 10017
Tel: (212) 983-9330
Fax: (212) 983-9331

Exhibit (a)(5)(G)

Filed in Office
July 15, 2011
Deputy Clerk Superior Court
Fulton County, GA

SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

CITY OF WORCESTER RETIREMENT SYSTEM, On Behalf of Itself and All Other Similarly Situated Shareholders of Radiant Systems, Inc.,	
Plaintiff,	C.A. No 2011CV203297
v.	
ALON GOREN, JOHN H. HEYMAN, DONNA A. LEE, JAMES S. BALLOUN, J. ALEXANDER DOUGLAS, JR., MICHAEL Z. KAY, WILLIAM A. CLEMENT, JR., PHILIP J. HICKEY, JR., NICK SHREIBER, RADIANT SYSTEMS, INC., NCR CORP., and RANGER ACQUISITION CORP.,	
Defendants.	

CLASS ACTION COMPLAINT

1. Plaintiff City of Worcester Retirement System (“Plaintiff”), on behalf of itself and all other similarly situated public shareholders (the “Class”) of Radiant Systems, Inc. (“Radiant” or the “Company”), by its attorneys, makes the following allegations against Radiant, the members of Radiant’s Board of Directors (the “Radiant Board” or the “Board”), Ranger Acquisition Corporation (“Ranger”), and NCR Corporation (together with Ranger, “NCR”) (collectively, the “Defendants”), in support of Plaintiff s claims challenging Defendants’ conduct with regard the proposed buyout of all of Radiant’s outstanding shares by NCR (the “Proposed Transaction”).

on information and belief (including the investigation of counsel and review of publicly-available information) as to all other matters stated herein.

NATURE OF THE ACTION

2. This is a stockholder class action brought by Plaintiff on behalf of itself and the public shareholders of Radiant against the Company, certain of its officers and directors, and NCR to enjoin the Proposed Transaction.

3. On July 11, 2011, NCR and Radiant issued a joint press release (the "Joint Press Release") announcing that Radiant had entered into an Agreement and Plan of Merger (the "Merger Agreement") with NCR, pursuant to which NCR would commence a tender offer (the "Tender Offer") to purchase all of the outstanding shares of the common stock of Radiant for $1.2 billion in cash, or $28.00 per share (the "Offer Price."). The Joint Press Release also stated that the Proposed Transaction is expected to close in the third quarter of 2011, and has been approved by the boards of directors of both Radiant and NCR.

4. In addition, pursuant to a voting agreement dated July 11, 2011, and annexed as an exhibit to the Merger Agreement (the "Voting Agreement"), certain Radiant officers and directors who collectively own approximately 10 percent of the Company's outstanding common stock have already agreed to tender their shares into the Tender Offer. Thus, while adoption of the Merger Agreement is subject to the condition that a majority (51%) of Radiant's outstanding shares have been tendered, 10 percent of the Company's shares are already pre-determined to be tendered. As a result, a tender by Radiant's minority shareholders is already proven less meaningful because NCR only needs approximately 40 percent of the remaining shareholders to tender their shares into the Tender Offer.

5. Because the Proposed Transaction is an all-cash sale, the Radiant Board is required to take reasonable steps to maximize shareholder value as shareholders are being forever cashed-out of the majority of their investment in the Company.

6. Unfortunately, the Offer Price is inadequate and substantially undervalues Radiant. The Offer Price of $28 per share represents a premium of only 30.54 percent to the $21.45 per share that Radiant's stock closed at on July 11, 2011, prior to the issuance of the Joint Press Release.

7. The Offer Price is also inadequate because it fails to take into account Radiant's impressive revenue growth in recent years. As noted by NCR Chairman and CEO William Nuti ("Nuti"), "Radiant Systems has delivered 15 percent compounded annual revenue growth over the last five years, along with impressive margin expansion as a result of the high customer demand for its expansive software offerings." Radiant's revenue continued to grow steadily in 2010, increasing significantly with each quarter.

8. Importantly, the Radiant Board agreed to the Proposed Transaction at a time when Radiant is poised to continue its exceptional growth. Analysts estimate that that Radiant will earn $384.97 million in revenue for the fiscal year 2011, ***an increase of 10.6 percent*** over 2010.

9. Rather than allowing the Company to trade freely as a standalone entity and continue its pattern of revenue growth, the Radiant Board allowed NCR to acquire the Company at the unfair Offer Price through agreeing to the Proposed Transaction.

10. Not only is the Offer Price facially inadequate, but the Offer Price is the product of a flawed process during which the Radiant Board made no meaningful attempt to generate interest from other buyers or otherwise maximize value for Radiant's shareholders. Upon information and belief, the Radiant Board focused exclusively on a sale to NCR, and failed to

undertake any exploration of interest by other potential purchasers before agreeing to the Proposed Transaction.

11. Moreover, the Proposed Transaction promises Radiant's officers and Board members certain benefits that motivated the Board to approve, and continue to motivate the Board to support, the Proposed Transaction. Specifically, the Merger Agreement states that Radiant's Chief Executive Officer ("CEO"), John H. Heyman ("J. Heyman"), and Radiant's Chairman of the Board, Alon Goren ("Goren"), each entered into a two-year non-competition agreement with Radiant and NCR that will be effective upon closing of the Proposed Transaction. Radiant's Senior Executive Change in Control Severance Plan (the "CIC Plan") entitle J. Heyman and Goren to financial windfalls upon termination following a change in control. Additionally, J. Heyman assisted his brother, Andrew S. Heyman ("A. Heyman"), Radiant's Chief Operating Officer ("COO") in securing a lucrative retention agreement (the "Retention Agreement") with the combined company. Finally, many of Radiant's Board members hold restricted stock units ("RSUs") or stock options that will vest immediately upon consummation of the Proposed Transaction.

12. To ensure consummation of the Proposed Transaction, the Radiant Board gave NCR a host of deal protections, including a "no solicitation" provision, unlimited matching rights, and a termination fee of $35.68 million.

13. Radiant and NCR structured the Proposed Transaction as a Tender Offer so that it could close within a month of the deal's announcement. This effectively eliminates the prospect of a competing bid because no interested suitor can arrange financing, present a "Superior Proposal" sufficient to allow the Radiant Board to provide it with due diligence, complete and digest the due diligence, and finalize the terms of the competing transaction within this

compressed time period. To further guarantee an expedited timeframe to closing, the Radiant Board further granted NCR a “Top-Up Option” that allows Defendants to avoid the prolonged process of a shareholder vote.

14. For these reasons and others set forth in detail herein, Defendants have violated their fiduciary duties of due care, good faith, fair dealing, candor, and loyalty (or aided and abetted breaches of fiduciary duties by the other Defendants) in negotiating and approving the Proposed Transaction.

15. Plaintiff seeks to enjoin, preliminarily and permanently the Proposed Transaction, and, in the event the Proposed Transaction is consummated, recover damages as a result of the violations of law alleged herein.

PARTIES

16. Plaintiff City of Worcester Retirement System is, and was at all times relevant hereto, a stockholder of Radiant common stock.

17. Defendant Radiant is incorporated under the laws of the State of Georgia, with headquarters located at 3925 Brookside Parkway Alpharetta, GA 30022. Founded in 1985, Radiant provides enterprise-wide technology and services, such as retail automation systems, to hospitality and retail industries around the world. The Company’s customers include leading brands and venues in the restaurant and food service, sports and entertainment, petroleum and convenience, and specialty retail markets, including Exxon Mobil, Kroger, and Nordstrom. Radiant’s stock trades on the NASDAQ Global Select Market under the ticker symbol “RADS.”

18. Defendant Alon Goren (“Goren”), one of the founders of the Company, has served as the Chairman of the Board and as Chief Technology Officer of the Company since its inception in 1985. He became sole Chairman of the Board in January 2004.

19. Defendant John H. Heyman (“J. Heyman”) has served as a director since June 1996 and as Chief Executive Officer (“CEO”) of the Company since January 2002. He also served as Chief Financial Officer (“CFO”) from September 1995 to January 2003, and as Executive Vice President from September 1995 to December 2001.

20. Defendant Donna A. Lee (“Lee”) has served as a director of the Company since March 2007. She is a member of the Compensation Committee and the Audit Committee.

21. Defendant James S. Balloun (“Balloun”) has served as a directors since April 1997. He is the Chairman of the Nominating and Corporate Governance Committee.

22. Defendant J. Alexander Douglas, Jr. (“Douglas”) has served as a director of the Company since August 2001. He is a member of the Compensation Committee and the Nominating and Corporate Governance Committee.

23. Defendant Michael Z. Kay (“Kay”) has served as a director of the Company since April 2002. He is the Chairman of the Compensation Committee and is a member of the Audit Committee.

24. Defendant William A. Clement, Jr. (“Clement”) has served as a director since April 2005. He is the Chairman of the Audit Committee and is a member of the Nominating and Corporate Governance Committee.

25. Defendant Philip J. Hickey, Jr. (“Hickey”) has served as a director of the Company since February, 2011. He is a member of the Audit Committee.

26. Defendant Nick Shreiber (“Shreiber”) has served as a director since March, 2011. He is a member of the Compensation Committee.

27. The Defendants enumerated in paragraphs 17-25 above are referred to herein collectively as the “Director Defendants.” By reason of their positions, the Director Defendants

owe fiduciary duties of loyalty, due care, good faith, fair dealing, and candor to Radiant's shareholders.

28. Defendant NCR is incorporated under the laws of the State of Maryland with headquarters in Duluth, Georgia. Founded in 1884, NCR Corporation provides technologies and services that help businesses primarily in the financial services industry. NCR offers self-service technologies, such as ATMs and self-check-in airport kiosks. NCR's stock trades on the New York Stock Exchange under the ticker symbol "NCR."

29. Defendant Ranger, a wholly owned subsidiary of NCR, is a Georgia corporation into which Radiant is to be merged pursuant to the Merger Agreement.

JURISDICTION AND VENUE

30. Defendant NCR is a Maryland corporation registered to do business in the State of Georgia with its registered office located in Fulton County.

31. The Defendants are joint tortfeasors.

32. Jurisdiction and venue are proper in this Court.

CLASS ACTION ALLEGATIONS

33. Plaintiff brings this action pursuant to O.C.G.A. § 9-11-23, on behalf of itself and all other stockholders of the Company (except the Defendants herein and any persons, firm, trust, corporation, or other entity related to or affiliated with them and their successors in interest), who are, or will be, threatened with injury arising from Defendants' actions, as more fully described herein.

34. This action is properly maintainable as a class action for the following reasons:

(a) The Class is so numerous that joinder of all members is impracticable. As of April 22, 2011, there were 40,159,610 shares of Radiant common stock outstanding. Upon

information and belief, Radiant common stock is owned by thousands of shareholders of record nationwide.

(b) Plaintiff is committed to prosecuting this action and has retained competent counsel experienced in litigation of this nature. Plaintiff's claims are typical of the claims of the other members of the Class and Plaintiff has the same interests as the other members of the Class. Accordingly, Plaintiff is an adequate representative of the Class and will fairly and adequately protect the interests of the Class.

(c) The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications with respect to individual members of the Class, which would establish incompatible standards of conduct for Defendants, or adjudications with respect to individual members of the Class that would, as a practical matter, be dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests. Plaintiff anticipates that there will be no difficulty in the management of this litigation as a class action.

(d) To the extent Defendants take further steps to effectuate the Proposed Transaction, preliminary and final injunctive relief on behalf of the Class as a whole will be entirely appropriate because Defendants have acted, or refused to act, on grounds generally applicable and causing injury to the Class.

35. There are questions of law and fact that are common to the Class and that predominate over questions affecting any individual Class member, including, among others:

(a) Whether Defendants breached their fiduciary duties of due care, good faith, fair dealing, candor, and loyalty with respect to Plaintiff and the other members of the Class as a result of the conduct alleged herein;

(b) Whether the Proposed Transaction is entirely fair to the members of the Class;

(c) Whether the process implemented and set forth by the Defendants for the Proposed Transaction, including, but not limited to, the Merger Agreement, the negotiations concerning the Merger Agreement, and the proposed shareholder approval process, is entirely fair to the members of the Class;

(d) Whether Radiant and NCR aided and abetted the Director Defendants' breaches of fiduciary duties of due care, good faith, fair dealing, candor, and loyalty with respect to Plaintiff and the other members of the Class as a result of the conduct alleged herein; and

(e) Whether Plaintiff and the other members of the Class would be irreparably harmed if Radiant, the Director Defendants, and NCR are not enjoined from effectuating the conduct described herein.

SUBSTANTIVE ALLEGATIONS

A. Background Of The Company

36. Radiant was founded in 1985 originally as a New York corporation and was subsequently reincorporated as a Georgia corporation. Radiant is a leading provider of technology solutions for managing site operations in the hospitality and retail industries. The Company conduct business primarily in Africa, Asia, Australia, Europe, Latin America, the Middle East, North America, and South America.

37. The Company's main product is a point-of-sale (POS) solution, consisting of software and hardware that can be deployed as a touch-screen terminal, self-service kiosk or wireless handheld device. The Company also provides a range of subscription services to its customers, including hosting, online ordering, loyalty promotion, gift card management, and employee theft and fraud prevention.

38. With over 100,000 installations in more than 75 countries worldwide, Radiant's customers include leading brands and venues in the restaurant and food service, sports and entertainment, petroleum and convenience, and specialty retail markets, including Exxon Mobil, Kroger, and Nordstrom. The Company has 11 offices in the United States, Europe, Asia and Australia with more than 1,300 employees.

B. Radiant Is Poised For Growth

39. Although Radiant's earnings were sluggish in fiscal year 2009 due to the global economic recession, the Company is recovering and emerging from the slump. Indeed, according to the Company's Form 10-K for the fiscal year 2010 filed on March 11, 2011, Radiant's revenue grew steadily in 2010, increasing significantly with each quarter: $79.5 million in the first quarter, $87 million in the second quarter, and $89.2 million in the third quarter and $90.6 million in the fourth quarter. These results represent increases of 17.7 percent, 22.3 percent, 25.8 percent, and 16.5 percent, respectively, as compared to the same quarters in the fiscal year 2009.

40. In the fourth quarter of 2010, Radiant reported $0.33 earnings per share ("EPS"), **beating the Thomson Reuters consensus estimate by $0.10**, and the Company's quarterly revenue was up 16.5 percent on a year-over-year basis.

41. Radiant has continued to realize impressive gains in 2011. According to the Company's Form 10-Q for the fiscal quarter ending on March 31, 2011 filed on May 9, 2011, Radiant reported revenue of $87.14 million, which represents an increase of 9.54 percent as compared to the same quarter in the fiscal year 2010.

42. Moreover, the Radiant Board approved the Proposed Transaction at a time when the Company is poised for growth. According to the Joint Press Release, "[t]he hospitality and

specialty retail total addressable markets are approximately $8 billion in size and under-penetrated by industry leaders."

43. Analysts expect that Radiant will enjoy continued success. An average of seven analyst estimates found on www.finance.yahoo.com provides that the Company will earn revenue of $96.29 million for the second quarter of 2011 and $98.74 million for the third quarter of 2011. These forecasts represent ***increases of 10.6 percent and 10.63 percent***, respectively, as compared to the same quarters in the fiscal year 2010. Similarly, an average of even analyst estimates found on the same website predict that Radiant will earn $384.97 million in revenue for the fiscal year 2011 ending on December 31, 2011, ***an increase of 10.6 percent*** over the prior year.

44. Similarly, the Joint Press Release touted Radiant's "impressive margin expansion as a result of the high customer demand for its expansive software offerings."

45. As financial commentator *The Street* noted:

> [Radiant's] strengths can be seen in multiple areas, such as its revenue growth, largely solid financial position with reasonable debt levels by most measures, solid stock price performance, impressive record of earnings per share growth and compelling growth in net income. ***Although no company is perfect, currently we do not see any significant weaknesses which are likely to detract from the generally positive outlook.***

(emphasis added).

46. The Radiant Board and NCR are thus well aware of Radiant's impressive financial performance and its expected future growth. As such, they are also aware that the $28 per share proposed Offer Price grossly undervalues the Company.

C. <u>The Proposed Transaction Is Financially Unfair to Radiant's Public Shareholders</u>

47. On July 11, 2011, Radiant and NCR issued the Joint Press Release. The Joint Press Release stated in pertinent part:

> NCR Corporation (NYSE: NCR) and Radiant Systems, Inc. (NASDAQ: RADS) today announced a definitive agreement for NCR to acquire Radiant Systems, … through a cash tender offer of $28.00 per Radiant Systems share. The equity purchase price of $1.2 billion has been approved by the boards of directors of each company. NCR and Radiant Systems currently anticipate the transaction will close during the third quarter of 2011, subject to regulatory approval.

48. The Merger Agreement states that Radiant retained Jefferies & Company, Inc. ("Jefferies"), and SunTrust Robinson Humphrey, Inc ("SunTrust") as financial advisors in connection with the Proposed Transaction. Jefferies provided a fairness opinion to the Radiant Board on July 11, 2011. Curiously, SunTrust did not render a fairness opinion.

49. Based on a preliminary valuation using publicly available information, the Offer Price is unfair and inadequate because, among other things, the $28 per share Offer Price represents a premium of only 30.54 percent to the closing price of the Company's stock on the last full day of trading before the Proposed Transaction was announced. The intrinsic value of Radiant is materially in excess of the amount offered in the Proposed Transaction, giving due consideration to the Company's anticipated operating results, net asset value, cash flow profitability, and established markets. The Offer Price is additionally unfair and inadequate in that Radiant's shareholders are being forever cashed out of the majority of their investment.

50. The Offer Price fails to provide Radiant's shareholders with adequate consideration for the synergies that NCR has acknowledged will be realized as a result of the Proposed Transaction. As Nuti explained in a July 11, 2011, conference call with analysts and investors:

> The combination is expected to provide substantial financial benefits as well. It is expected to deliver ongoing annual synergies in the $50 million range, and multiple avenues for revenue synergies. The deal is expected to be accretive in year one on a non-GAAP basis, and fully syncs with our stated financial drivers,

revenue growth, gross margin NPOI and non-GAAP EPS expansion.

* * *

> [C]ost synergy opportunities have been identified in varying degrees throughout our administrative and operational processes. In 2012, we anticipate generating $20 million to $30 million in pre-tax cost savings, as we eliminate Radiant's public reporting requirements, and begin to execute on integration.… ***There are significant synergies, and we know what it will take to achieve them.***

(emphasis added).

51. The inadequacy of the Proposed Transaction Price is also evidenced by the fact that the Company's stock is currently trading above the Offer Price—indicating the market's skepticism of the adequacy of the Offer Price.

52. Moreover, the Merger Agreement does not contain a "go shop" provision, and there is no indication that the Company shopped itself around seeking competing offers. Absent an authentic attempt to market the Company, the Radiant Board, aided and abetted by Radiant and NCR, have neglected their duty to obtain full value for shareholders. Radiant's Board should not permit NCR to benefit from a sale of the Company without a market check.

D. <u>The Radiant Board Impermissibly Protected the Proposed Transaction</u>

53. Not only did the Radiant Board fail to take steps to maximize shareholder value in agreeing to the Proposed Transaction, it actually took unreasonable steps to ensure the deal with NCR would be consummated.

54. As an initial matter, the timing of the Tender Offer poses an almost insurmountable obstacle to any potential competing bid. Pursuant to the Merger Agreement, NCR will commence the Tender Offer no later than July 25, 2011, and will remain open for 20 business days thereafter.

55. Consequently, within approximately one month, Radiant may cease to exist as an independent public company. This expedited closing precludes alternative offers for the Company because potential bidders will be unable to conduct meaningful due diligence on Radiant or obtain adequate financing in time to make a Superior Proposal that may be considered by the Radiant Board. This time constraint, combined with the "Top-Up Option," deal protection devices, and Voting Agreement—all described below—insulates the Proposed Transaction from competing bids.

56. The Radiant Board has safe-guarded the expediency of the Proposed Transaction by providing NCR a "Top-Up Option" that allows Radiant and NCR to avoid the protracted timeframe of a long-form merger. In the event that NCR does not secure the requisite number of shares for a short-form merger pursuant to the Tender Offer, Radiant may issue additional shares for purchase by NCR in order to close the transaction without a shareholder vote. Section 1.3(a) of the Merger Agreement provides in relevant part:

> The Company hereby grants to Merger Sub an irrevocable option (the "Top-Up Option"), exercisable only on the terms and conditions set forth in this Section 1.3, to purchase at a price per share equal to the Offer Price paid in the Offer up to that number of newly issued Company Shares (the "Top-Up Shares") equal to the lowest number of Company Shares that, when added to the number of Company Shares owned by Buyer and its Subsidiaries at the time of exercise of the Top-Up Option, shall constitute one share more than 90% of the Company Shares outstanding immediately after the issuance of the Top-Up Shares on a "fully diluted basis"….

57. The Top-Up Option serves no rational purpose other than to facilitate closing of the Proposed Transaction as soon as possible and before shareholders can digest the universe of material information forced upon them in a matter of days.

58. In addition, the Merger Agreement includes a combination of restrictive deal protection devices that collectively are unreasonable and effectively preclude superior bids. Notably, in a Schedule TO filed with the Securities and Exchange Commission on July 12, 2010, Nuti explained that if a competing bid emerged, NCR would "look at [its] options," but admitted that "***there are solid deal protections in place***."

1. Unfair "No Solicitation" Provision

59. Section 6.2 of the Merger Agreement severely restricts the Board's ability to enter into discussions and negotiations involving a competing takeover proposal.

60. Section 6.2(a) provides that the Company shall immediately cease any discussions or negotiations with any parties that may be ongoing with respect to a takeover proposal.

61. Section 6.2(a) also provides that the Company and its representatives shall not (i) solicit or otherwise encourage any competing takeover proposal; or:

> (ii) enter into, continue or otherwise participate in any discussions or negotiations regarding, or otherwise knowingly cooperate in any way with any Person with respect to, any Acquisition Proposal or any inquiries or the making of any proposal that could reasonably be expected to lead to an Acquisition Proposal, or (iii) furnish to any Person any information relating to the Company or any of its Subsidiaries, or afford to any Person access to the business, properties, assets, books, records or other information, or to any personnel, of the Company or any of its Subsidiaries, in any such case that would reasonably be expected to induce the making, submission or announcement of, or encourage, facilitate or assist, an Acquisition Proposal or any inquiries or the making of any proposal that would reasonably be expected to lead to an Acquisition Proposal, or (iv) grant (other than to Buyer or any of its Affiliates or Representatives) any waiver or release under any standstill or similar agreement, or (v) enter into any merger agreement, letter of intent, share purchase agreement, asset purchase agreement or share exchange agreement, option agreement or other similar agreement contemplating or otherwise relating to, or that is intended to, or would reasonably be expected to, lead to any Acquisition Proposal.

62. Further, Section 6.2(c) provides that the Company promptly notify NCR of any such competing takeover proposals.

2. Unlimited Matching Rights

63. Section 6.2(b) of the Merger Agreement provides that Radiant shall give NCR three business days to match any superior competing offer that the Company receives. Specifically, Radiant is required to provide prior written notice to NCR should either the Board intend to change its recommendation or the Company receive an unsolicited superior proposal and intend to terminate the Merger Agreement. Further, prior to approving or recommending any such superior offer or terminating the Merger Agreement, Radiant is required to negotiate to allow NCR to adjust the terms of the Proposed Transaction so that NCR is able to match the terms of the competing superior offer. Once NCR matches the terms of the competing offer, Radiant no longer has the right to terminate the Merger Agreement.

64. The matching rights provision acts to ward off competing offers for the Company, insofar as any potential suitors are deterred from expending the cost and effort of launching a superior proposal in the knowledge that NCR has only to match their offer in order to retain its right to acquire Radiant.

3. Termination Fee

65. Section 8.5 of the Merger Agreement contains a termination fee provision pursuant to which the Board further reduced the possibility of maximizing shareholder value by agreeing to pay a termination fee of $35.68 million under certain circumstances. The termination fee payable under this provision equals approximately 2.97% of the total value of the Proposed Transaction—an amount that will make the Company that much more expensive to acquire for potential purchasers, while resulting in a corresponding decline in the amount of consideration payable to Radiant’s shareholders.

4. Voting Agreement

66. Contemporaneously with the Board's entry into the Merger Agreement, the Company reported that certain Radiant officers and directors, beneficially owning approximately 10% of Radiant's common shares outstanding, have each entered into a Voting Agreement that requires them to, *inter alia*, tender their shares of Radiant's common stock and vote their shares of Radiant's common stock: (i) in favor of adopting and approving the Merger Agreement; and (ii) against third-party acquisition proposals.

67. Thus, a portion of the Company's shares are already locked-in to support the Proposed Transaction, thereby rendering minority shareholder input less significant.

E. Radiant's Senior Management and the Board Are Motivated to Support the Proposed Transaction

68. Defendants J. Heyman and Goren each entered into a two-year non-competition agreement with Radiant and NCR that will be effective upon closing of the Proposed Transaction. Radiant's CIC Plan provides that J. Heyman is entitled to receive approximately $3.44 million, and Alon Goren is entitled to receive approximately $582,000, upon termination following a change in control. Accordingly, Defendants J. Heyman and Goren have strong financial incentives to support the Proposed Transaction.

69. Defendant J. Heyman is further motivated to support the Proposed Transaction as a result of the Retention Agreement that he helped his brother, A. Heyman, secure with NCR. The Retention Agreement provides that if A. Heyman's employment with Radiant is continued following consummation of the Proposed Transaction for at least 18 months, NCR will pay A. Heyman a bonus of over $400,000.

70. Finally, most of the Director Defendants hold stock options or RSUs that will vest upon consummation of the Proposed Transaction,[1] and are therefore motivated to support the Proposed Transaction.

COUNT I

Claim for Breach of Fiduciary Duties
Against the Director Defendants

71. Plaintiff repeats and realleges each and every allegation set forth herein.

72. By reason of the Director Defendants' positions with the Company as officers and/or directors, said individuals are in a fiduciary relationship with Plaintiff and the other public shareholders of Radiant and owe Plaintiff and the other members of the Class a duty of highest due care, good faith, fair dealing, candor, and loyalty.

73. By virtue of their positions as directors and/or officers of Radiant, the Director Defendants, at all relevant times, had the power to control and influence, and did control and influence and cause Radiant to engage in the practices complained of herein.

74. Each of the Director Defendants is required to act in good faith, in the best interests of the Company's shareholders and with such care, including reasonable inquiry, as would be expected of an ordinarily prudent person. In a situation where the directors of a publicly-traded company undertake a transaction that may result in a change in corporate control, the directors must take all steps reasonably required to maximize the value shareholders will receive rather than use a change of control to benefit themselves, and to disclose all material information concerning the proposed change of control to enable the shareholders to make an

[1] Section 4.5 of the Merger Agreement provides that "(i) each unexercised option to purchase Company Shares … whether vested or unvested, that is outstanding immediately prior to the Offer Closing Date … shall be canceled, with the holder of such Company Option becoming entitled to receive … cash," and that "(ii) at the Offer Closing Date, all forfeiture restrictions on the Company Restricted Shares will lapse and they will be treated in the same manner as other outstanding Company Shares.…"

informed voting decision. To diligently comply with this duty, the directors of a corporation may not take any action that:

(a) adversely affects the value provided to the corporation's shareholders;

(b) contractually prohibits them from complying with or carrying out their fiduciary duties;

(c) discourages or inhibits alternative offers to purchase control of the corporation or its assets; or

(d) will otherwise adversely affect their duty to search for and secure the best value reasonably available under the circumstances for the corporation's shareholders.

75. The Director Defendants have violated the fiduciary duties owed to the public shareholders of Radiant's and have acted to put their personal interests ahead of the interests of Radiant's shareholders or acquiesced in those actions by fellow Defendants. These Defendants have failed to take adequate measures to ensure that the interests of Radiant's shareholders are properly protected and have embarked on a process that deters competitive bidding and provides NCR with an unfair advantage by effectively excluding alternative proposals.

76. By the acts, transactions, and courses of conduct alleged herein, these Defendants, individually and acting as a part of a common plan, will unfairly deprive Plaintiff and other members of the Class of the true value of their Radiant's investment. Plaintiff and other members of the Class will suffer irreparable harm unless the actions of these Defendants are enjoined and a fair process is substituted.

77. The Director Defendants have breached their duties of loyalty, due care, good faith, fair dealing, and candor by not taking adequate measures to ensure that the interests of Radiant's public shareholders are properly protected from overreaching by NCR.

78. By reason of the foregoing acts, practices, and courses of conduct, the Director Defendants have failed to exercise due care and diligence in the exercise of their fiduciary obligations toward Plaintiff and the other members of the Class.

79. As a result of the actions of Defendants, Plaintiff and the Class have been, and will be, irreparably harmed in that they have not, and will not, receive their fair portion of the value of Radiant's stock and businesses, and will be prevented from obtaining a fair price for their common stock.

80. Unless enjoined by this Court, the Director Defendants will continue to breach the fiduciary duties they owe to Plaintiff and the Class and may consummate the Proposed Transaction to the disadvantage of Radiant's stockholders, without providing sufficient information to enable the Company's public shareholders to cast informed votes on the Proposed Transaction.

81. The Director Defendants have engaged in self-dealing, acted in bad faith to Plaintiff and the other members of the Class, and breached, and are breaching, fiduciary requirements to the members of the Class.

82. Plaintiff and members of the Class have no adequate remedy at law. Only through the exercise of this Court's equitable powers can Plaintiff and the Class be fully protected from the immediate and irreparable injury that these actions threaten to inflict.

COUNT II

Claim Against Radiant and NCR for Aiding and Abetting
the Director Defendants' Breaches of Fiduciary Duties

83. Plaintiff repeats and realleges each and every allegation set forth herein.

84. The Director Defendants breached their fiduciary duties to the Radiant stockholders by the actions alleged herein.

85. Such breaches of fiduciary duties could not, and would not, have occurred but for the improper action and wrongful conduct of Defendants Radiant and NCR, which, therefore, aided and abetted such breaches through entering into the Proposed Transaction.

86. Radiant and NCR had knowledge that the Director Defendants owed fiduciary duties to the Plaintiff.

87. Defendants Radiant and NCR had knowledge that they were aiding and abetting the Director Defendants' breaches of fiduciary duties owed to Radiant stockholders.

88. Defendants Radiant and NCR rendered substantial assistance to the Director Defendants in their breaches of their fiduciary duties to Radiant stockholders.

89. As a result of Radiant's and NCR's conduct of aiding and abetting the Director Defendants' breaches of fiduciary duties, Plaintiff and the other members of the Class have been, and will be, damaged in that they have been, and will be, prevented from obtaining a fair price for their shares.

90. As a result of the unlawful actions of Defendants Radiant and NCR, Plaintiff and the other members of the Class will be irreparably harmed in that they will be prevented from obtaining the fair value of their equity ownership in the Company. Unless they are enjoined by the Court, Defendants Radiant and NCR will continue to aid and abet the Director Defendants' breaches of their fiduciary duties owed to Plaintiff and the members of the Class, and will aid and abet a process that inhibits the maximization of stockholder value and the disclosure of material information.

91. Plaintiff and the other members of the Class have no adequate remedy at law. Only through the exercise of this Court's equitable powers can Plaintiff and the Class be fully protected from the immediate and irreparable injury that Defendants' actions threaten to inflict.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment and preliminary and permanent relief, including injunctive relief, in its favor and in favor of the Class, and against the Defendants as follows:

(a) Certifying this case as a Class Action, certifying the proposed Class, and designating Plaintiff and the undersigned counsel as representatives of the Class;

(b) Declaring that the conduct of the Director Defendants in approving the Proposed Transaction and failing to negotiate in good faith with NCR and other acts and omissions set forth herein are breaches of the Director Defendants' fiduciary duties;

(c) Declaring that Radiant and NCR have aided and abetted the Director Defendants' breaches of fiduciary duty;

(d) Preliminarily and permanently enjoining the Director Defendants from placing their own interests ahead of the interests of the Company and its shareholders;

(e) Preliminarily and permanently enjoining the Director Defendants from initiating any defensive measures that would inhibit the Director Defendants' ability to maximize value for Radiant shareholders;

(f) Awarding Plaintiff and the Class appropriate compensatory damages;

(g) Awarding Plaintiff the costs, expenses, and disbursements of this action, including any attorneys' and experts' fees and, if applicable, pre-judgment and post-judgment interest; and

(h) Awarding Plaintiff and the Class such other relief as this Court deems just, equitable, and proper.

Dated: July 15, 2011

WOOD, HERNACKI & EVANS, LLC
/s/ L. Lin Wood
L. Lin Wood
lwood@whetriallaw.com
State Bar No. 774588
Stacey Godfrey Evans
sevans@whetriallaw.com
State Bar No. 298555
1180 West Peachtree Street
Suite 2400
Atlanta, Georgia 30309
404-891-1402
404-506-9111 (fax)

Local Counsel

LABATON SUCHAROW LLP
Christine S. Azar (DE Bar #4170)
Peter C. Wood, Jr. (DE Bar #5249)
300 Delaware Ave.
Suite 1225
Wilmington, DE 19801
Telephone: (302) 573-2530
Facsimile: (302) 573-2529
cazar@labaton.com
pwood@labaton.com

LABATON SUCHAROW LLP
Christopher J. Keller
Michael W. Stocker
140 Broadway
New York, NY 10005
Telephone: (212) 907-0700
Facsimile: (212) 818-0477

Counsel for Plaintiff City of Worcester Retirement System

Exhibit (a)(5)(H)

IN THE SUPERIOR COURT OF FULTON COUNTY, GEORGIA

136 PRYOR STREET, ROOM C-103, ATLANTA, GEORGIA 30303
SUMMONS

Oakland County Employees' Retirement System, individually and on behalf of all others similarly situated.	**Case No.:** 2011CV203324
Plaintiff,	
vs.	
Alon Goren, John H. Heyman, et al.	
James S. Balloun, 3925 Brookside Parkway Alpharetta, GA 30022	
Defendant	

TO THE ABOVE NAMED DEFENDANT(S):

Your are hereby summoned and required to file with the Clerk of said Court and serve upon plaintiffs attorney, whose name and address is:

Christi A. Cannon
Chitwood Harley Harnes LLP
1230 Peachtree Street, NE
2300 Promenade II
Atlanta, GA 30309

An answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. **IF YOU FAIL TO DO SO, JUDGMENT BY DEFAULT WILL BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.**

This 18 day of July, 2011

Honorable Cathelene "Tina" Robinson
Clerk of Superior Court

By /s/ Deputy Clerk
Deputy Clerk

To defendant upon whom this petition is served:

This copy of complaint and summons was served upon you _____, 20__

_____
Deputy Sherriff

Instructions: Attach addendum sheet for additional parties if needed, make notation on this sheet if addendum is used

IN THE SUPERIOR COURT OF FULTON COUNTY

STATE OF GEORGIA

OAKLAND COUNTY EMPLOYEES' RETIREMENT SYSTEM, Individually And On Behalf Of All Others Similarly Situated, Plaintiff, v. ALON GOREN, JOHN H. HEYMAN, DONNA A. LEE, JAMES S. BALLOUN, J. ALEXANDER DOUGLAS, JR., MICHAEL Z. KAY, WILLIAM A. CLEMENT, PHILIP J. HICKEY, JR., NICK SHREIBER, RADIANT SYSTEMS, INC., and NCR CORPORATION Defendants.	)	C.A. No. 2011CV203324

CLASS ACTION COMPLAINT

Plaintiff Oakland County Employees' Retirement System ("Plaintiff), through its counsel, alleges upon information and belief, except for allegations pertaining to Plaintiff, which are based upon personal knowledge, as follows:

NATURE AND SUMMARY OF THE ACTION

1. This is a shareholder class action brought by Plaintiff on behalf of itself and all other public shareholders of Radiant Systems, Inc. ("Radiant" or the "Company") common stock for injunctive and other appropriate relief in connection with the merger agreement entered into by NCR Corporation ("NCR") and Radiant through which NCR would acquire Radiant for approximately $1.2 billion or $28 per share in a cash tender offer (the "Proposed Acquisition").

2. The Proposed Acquisition reflects an effort by NCR to buy Radiant at an unfair price, and represents only a 31 percent premium over the $21.45 closing price of Radiant on the last trading day before the Proposed Acquisition was announced publicly. The consideration that NCR has stated it will offer to Radiant shareholders is unfair and inadequate because, among other things, the intrinsic value of Radiant common stock is materially higher than the amount offered, giving due consideration to the emergence of new technologies and expansion of the Company's software products and capabilities.

3. The Board of Directors of Radiant breached its fiduciary duties to the Company's public shareholders by, among other things, failing to adequately shop the Company before entering into the Proposed Acquisition at an inadequate price. Furthermore, the Radiant Board breached its fiduciary duties by agreeing to onerous and unreasonable deal protection devices, including, among other things, a "no-shop" provision and a steep termination fee that may effectively preclude other topping bids.

4. Radiant's senior management will benefit as a result of the Proposed Acquisition to the detriment of the Company's public shareholders. Members of management will continue in similar roles at the new combined company, thus allowing these individuals to continue to reap the benefits of Radiant's growth trajectory. Meanwhile, Radiant's public shareholders will be forever cashed out of their investment at an inadequate price.

5. As described in detail herein, these breaches will result in Radiant's shareholders being irreparably harmed by being deprived of the opportunity to receive fair value for their shares. Accordingly, Plaintiff seeks to enjoin, preliminarily and permanently, NCR's inadequate offer for the acquisition of Radiant.

THE PARTIES

6. Plaintiff is and was at all times relevant hereto a public holder of Radiant common stock.

7. Defendant Radiant is a corporation organized under the laws of the State of Georgia and headquartered in Alpharetta, Georgia. Radiant provides technology solutions for managing site operations in the hospitality and retail industries. The Company offers a variety of site management systems, including point-of-service ("POS"), self-service kiosk, and back-office systems. These systems consist of touch screen terminals, servers, handheld devices and peripherals, including printers, customer displays and cash drawers, as well as POS and back-office software that can be integrated with third-party solutions. Radiant operates in three segments: Hospitality-Americas; Retail & Entertainment-Americas; and International. The Company's Hospitality-Americas segment provides an integrated technology solution which meets the needs of a wide variety of hospitality operators in North, Central and South America. The Retail & Entertainment-Americas segment provides store and office-oriented technologies for the automation of retail businesses in North, Central and South America, from specialized retailers to large convenience store chains and POS solutions for entertainment venues including stadiums, arenas and cinemas. The International segment includes its operations in Europe, the Middle East, Africa, Asia, Australia, and New Zealand, outside of the Company's other two segments, and primarily focuses on restaurants and petroleum and convenience retailers. Radiant was founded in 1985 and its stock is listed on the NASDAQ under the symbol "RADS."

8. Defendant Alon Goren is the chairman of the Board of Directors. He also serves as the Company's Chief Technology Officer. He has been a member of the Board since 2004.

9. Defendant John H. Heyman has served as a director of the Company since 2003. He is also the Company's Chief Executive Officer.

10. Defendant Donna A. Lee has served as a director of the Company since 2007. She is a member of the Audit Committee and the Compensation Committee of the Board of Directors.

11. Defendant James S. Balloun has served as a director of the Company since 1997. He is the Lead Independent Director and Chairman of the Nominating and Corporate Governance Committee.

12. Defendant J. Alexander Douglas, Jr. has served as a director of the Company since 2001. He is a member of the Nominating and Corporate Governance Committee and of the Compensation Committee.

13. Defendant Michael Z. Kay has served as a director of the Company since 2002. He is the Chairman of the Compensation Committee and a member of the Audit Committee.

14. Defendant William A. Clement has served as a director of the Company since 2005. He is the Chairman of the Audit Committee and a member of the Compensation Committee.

15. Defendant Philip J. Hickey, Jr. has served as a member of the Radiant Board of Directors since 2011. He is a member of the Audit Committee.

16. Defendant Nick Shreiber has served as a member of the Board of Directors since 2011. He is a member of the Compensation Committee of the Board of Directors.

17. The defendants identified in ¶¶ 8-16 constitute the entire Radiant Board of Directors. They are referred to herein collectively as the "Directors" or the "Individual Defendants."

18. Defendant NCR is a corporation organized and existing under the laws of the State of Maryland, with its principal office located in Duluth, Georgia. It was founded in 1884. NCR provides technologies and services that help businesses primarily in the financial services industry to connect, interact, and relate with their customers worldwide. The company offers financial-oriented self-service technologies, such as ATMs; cash dispensers; and software solutions and consulting services related to ATM security, software, and bank branch optimization for financial institutions, retailers, and independent deployers. NCR also provides self-service kiosks to the retail and hospitality, travel and gaming, healthcare, and entertainment industries; retail-oriented technologies, such as point of sale terminals, bar-code scanners, software, and services; check and document imaging solutions, consisting of hardware, software, consulting, and support service that enable digital capture, processing, and retaining of check and item-based transactions for paper-based and image-based check and item processing. NCR's stock is traded on the NYSE under the symbol "NCR."

CLASS ACTION ALLEGATIONS

19. Plaintiff brings this action on its own behalf and as a class action, pursuant to Ga. Code Ann. §9-11-23, on behalf of all Radiant shareholders who are being and will be harmed by defendants' actions described herein (the "Class"). Excluded from the Class are defendants herein and any person, firm, trust, corporation or other entity related to or affiliated with any defendant.

20. This action is properly maintainable as a class action.

21. The Class is so numerous that joinder of all members is impracticable. As of May 2, 2011, there were 40,214,363 shares of Radiant common stock outstanding.

22. There are questions of law and fact that are common to the Class and that predominate over questions affecting any individual Class member. The common questions include the following:

a. Whether the Proposed Acquisition is unfair to the Class;

b. Whether the Proposed Acquisition inadequately values Radiant;

c. Whether the Individual Defendants have breached their fiduciary duties with respect to Plaintiff and the other members of the Class in connection with the Proposed Acquisition;

d. Whether the Individual Defendants have breached their fiduciary duty to consider alternatives to maximize value and secure the best price reasonably available under the circumstances for the benefit of plaintiff and the other members of the Class in connection with the Proposed Acquisition;

e. Whether defendants Radiant and/or NCR participated in, or aided and abetted the Individual Defendants' breaches of their fiduciary duties;

f. Whether the Proposed Acquisition will result in payment to plaintiff and the Class that is unfair and inadequate; and

g. Whether Plaintiff and the other members of the Class will be irreparably harmed if the transaction complained of herein is allowed to proceed.

23. Plaintiff is committed to prosecuting this action and has retained competent counsel experienced in litigation of this nature. Plaintiffs claims are typical of the claims of the other members of the Class, and plaintiff has the same interests as the other members of the Class. Accordingly, plaintiff will fairly and adequately represent the Class.

24. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class and establish incompatible standards of conduct for the party opposing the Class.

25. Defendants have acted and are about to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief with respect to the Class as a whole.

FACTUAL BACKGROUND

A. Background

26. Radiant makes hardware and software systems used to manage restaurants and hotels. Specifically, the Company engages in the development, installation, and delivery of solutions for managing operations in the hospitality and retail industries worldwide. The Company has more than 100,000 installations worldwide, and its customers include leading brands and venues in the restaurant and food service, sports and entertainment, petroleum and convenience, and specialty retail markets. Radiant has offices in North America, Europe, Asia and Australia and it employs 1,000 people.

27. Radiant has been an extremely successful company. Over the last five years, the Company has delivered 15 percent compounded annual revenue growth and notable margin expansion as a result of the high customer demand for its expansive software offerings.

28. On April 28, 2011, the Company announced financial results for the first quarter of 2011, ended March 31, 2011. Radiant's chief executive officer, defendant Heyman, noted that the Company "continue[d] to see strong revenue growth led by our subscription services product line, along with ongoing margin expansion and cash flow generation." Based on the Q1 2011 performance, the Company increased its guidance for both revenue and earnings. Moreover, Mark Haidet, the chief financial officer of Radiant, noted that the Company "continue[s] to see organic and inorganic growth opportunities that we believe could evolve as the year progresses."

29. The Company remains well-positioned for continued growth and success. As noted by defendant Heyman, "[s]trategically, we have multiple programs in place that are enabling us to expand our markets outside the United States as well as better penetrate our markets inside the United States."

30. As new technology continues to emerge, Radiant has announced expansion of its products and the development of new initiatives. For example, on June 6, 2011, the Company announced the expansion of its mobile payment capabilities. Specifically, Radiant unveiled improvements to its mobile pay platform that enable restaurateurs and retailers to complete transactions faster and create a more intimate and pleasing on-site experience. Similarly, on May 25,2011, Radiant announced the launch of new touch screen POS terminals for stadiums and arenas. In March 2011, the Company launched additional security services to help restaurant and retail operators to protect customer data.

B. NCM Seeks to Acquire Radiant

31. NCR is a maker of cash registers, automated teller machines and other technological devices for the retail, financial services, travel, health care, hospitality, entertainment and gaming industries.

32. On July 11,2011, after the close of the market, NCR and Radiant announced that they had entered into a definitive agreement under which NCR will acquire all of the outstanding shares of Radiant common stock through a cash tender offer valuing the company at approximately $1.2 billion. Under the terms of the agreement, Radiant shareholders will receive $28 per share in cash for each share of Radiant stock they own. The proposed deal price represents only a 31 percent premium over the closing price of Radiant on July 11, 2011.

33. The Proposed Acquisition is part of NCR's strategy to broaden its mix of software and services and will give NCR a foothold into the $8 billion hospitality and specialty retail markets. NCR said it plans to take advantage of Radiant Systems' established position in quick-service and table-service restaurants, specialty and convenience retailers and entertainment venues by combining Radiant's offerings with its own. The proposed transaction accelerates

NCR's strategy of expanding into core industry adjacencies, increasing revenue growth rates and expanding margins by enhancing its mix of software and services. Specifically, Radiant's market-leading software capabilities will significantly enhance NCR's solutions, creating a superior portfolio of multichannel POS and self-service solutions. NCR said it will create a hospitality and specialty retail market segment. NCR executives commented that "Radiant Systems is a logical and strategic extension for NCR, moving us into attractive fast-growth adjacent markets." NCR estimates that the deal will accelerate its revenue growth and contribute to earnings as early as next year.

34. Recognizing that Radiant was poised to continue tremendous growth due to its promising new products, NCR seized on the opportunity to acquire the Company at a low price, and the Radiant Board acquiesced in a sale of the Company at that price notwithstanding the lack of an adequate sale process and special incentives for Radiant's management to support the Proposed Acquisition.

35. The consideration offered as part of the Proposed Acquisition is inadequate and undervalues Radiant, especially in light of the fact that Radiant has announced stellar revenues, has only recently announced the development of several innovative products with tremendous potential, and is poised for continued growth because of these products.

36. Moreover, the deal, which the two companies say is expected to close in the third quarter of this year, unfairly benefits Radiant's senior management to the detriment of the Company's shareholders. According to an SEC filing, NCR expects that the large majority of Radiant leadership will join NCR and continue in the same capacities they currently hold. Specifically, NCR stated that Andrew S. Heyman, Chief Operating Officer of Radiant, will become head of the Radiant entity within NCR. Thus, while Radiant's shareholders are being

cashed out of their investments at an unfair and inadequate price, the Company's senior management will continue to share in the future profits and upswing of Radiant and its innovative hospitality and retail products.

37. Moreover, Radiant and NCR entered into a retention agreement was Chief Operation Officer of the Company Andrew S. Heyman, by which, NCR, Radiant and Mr. Heyman have agreed that if his employment with Radiant is continued following the Proposed Acquisition for a period of at least 18 months commencing upon the closing of the Offer, NCR will pay Mr. Heyman an aggregate bonus of $405,000, with $270,000 payable on the first anniversary of the closing of the Offer and the remaining $135,000 payable on the expiration of the 18-month period following the closing of the Offer.

38. The merger agreement, dated July 11, 2011, includes a combination of onerous and unreasonable deal protection devices that may effectively preclude topping bids. Section 6.2 contains a "no-shop" provision that prohibits Radiant from soliciting, initiating, knowingly encouraging or taking any other action that may lead to an alternative acquisition proposal. In addition, Section 6.2 of the merger agreement provides that Radiant can only talk with and provide information to any third-party bidder if the Radiant board determines that it has received a "Superior Proposal" from that bidder. Even then, the third-party bidder would be required to enter into a confidentiality agreement which "contains terms that in all material respects are no less favorable to the Company" than those contained in the confidentiality agreement between NCR and Radiant.

39. Section 6.2(b) of the merger agreement also places severe restrictions on the ability of Radiant's Board to change its recommendation on the Proposed Acquisition. Specifically, the Radiant Board may not "withhold, withdraw or modify" its recommendation on

the Proposed Acquisition, or adopt, approve, endorse, declare advisable or recommend and alternative proposal, unless, among other things, the Radiant Board has determined, in consultation with its outside legal counsel and a financial advisor of nationally recognized reputation, that failing to do so "would be inconsistent with its fiduciary duties to the stockholders of the Company under applicable Law." Moreover, if Radiant receives a superior proposal to the Proposed Acquisition, Radiant must give NCR three business days to amend the Proposed Acquisition so that the alternative proposal would no longer be considered superior to the Proposed Acquisition.

40. Under Section 6.2(c) of the merger agreement, as promptly as practicable, and in any event within twenty-four hours following receipt of any offer or inquiry that could be considered to lead to an alternative proposal, Radiant must also provide NCR orally and in writing with: (i) any Acquisition Proposal or any request for information or inquiry that expressly contemplates or could reasonably be expected to lead to an Acquisition Proposal; (ii) the material terms and conditions of such Acquisition Proposal, request or inquiry (including any material change to the financial terms, conditions or other material terms thereof); and (iii) the identity of the Person or group making such Acquisition Proposal, request or inquiry This provision applies whether or not the Radiant Board has determined that the alternative offer constitutes a superior offer to NCR's offer.

41. Section 8.5(b) of the merger agreement is also unfair to Radiant shareholders because it provides for a $35.7 million termination fee, or 3 percent of the overall deal value, in the event that Radiant terminates the merger agreement under certain circumstances. These provisions will deter potential bidders from coming forward.

42. The merger agreement also discloses that insider shareholders (including the defendant Goren, Chairman of the Board, who is the largest single shareholder with a 7% stake) have entered into voting agreements whereby they agree to tender their shares in favor of the Proposed Acquisition. These shares represent 7% of total shares outstanding and 10% of fully diluted shares outstanding (i.e. including options that vest before the effective date of the merger). Therefore, with 10% of Radiant shares locked up, only 40% of public shareholders need to tender their shares to effectuate the Proposed Acquisition. In other words, even if a majority of Radiant's non-affiliated shareholders were to vote down the Proposed Acquisition, it still may be accepted based on the 10% of fully diluted shares that Radiant insiders hold and that have been pledged to support the Proposed Acquisition.

43. Based on all of the statements made by NCR and Radiant to date, it appears that Radiant did not conduct an open and fair auction process for the Company and, as a result, failed to maximize shareholder value. Open and fair auctions are a valuable tool to maximize shareholder value. Here, the Individual Defendants, the members of the Radiant Board of Directors, breached their fiduciary duties to the Radiant shareholders by failing to conduct an open and fair auction process, or any sort of meaningful market check, and thereby denied Radiant shareholders the true value of their investment. As described above, rather than looking out for the best interests of Radiant shareholders, the Board allowed the Company's management to ensure their continued involvement and positions with the combined Radiant/NCR company, while agreeing to and recommending to Radiant shareholders a cash-out acquisition that does not maximize the value of the shareholders' interest in the Company. Further, because of the unreasonable deal protection devices identified above, it is likely that other potential bidders will not come forward, making the possibility of an open auction even more remote.

44. The Individual Defendants have violated fiduciary duties owed to NCR shareholders, causing injury for which Plaintiff seeks equitable relief or, as appropriate, compensation. Defendants have failed to take adequate measures to ensure that the interests of Radiant's shareholders are properly protected and have embarked on a process that avoids competitive bidding and unduly restricts the Company's ability to consider and accept a competing bid.

45. By the acts, transactions and courses of conduct alleged herein, defendants, individually and acting as a part of a common plan, will unfairly deprive Plaintiff and other members of the Class of the true value of their Radiant investment. Plaintiff and other members of the Class will suffer irreparable harm unless actions of defendants are enjoined and a fair process is substituted.

46. Plaintiff and members of the Class have no adequate remedy at law. Only through the exercise of this Court's equitable powers can plaintiff and the Class be fully protected from immediate and irreparable injury which defendants' actions threaten to inflict.

FIRST CAUSE OF ACTION

Claim for Breach of Fiduciary Duties Against the Individual Defendants

47. Plaintiff repeats and realleges each allegation previously set forth herein.

48. The Individual Defendants have knowingly or recklessly and in bad faith violated fiduciary duties of loyalty, good faith, due care, and candor owed to the public shareholders of Radiant common stock and have acted to put their interests ahead of the interests of Radiant's shareholders.

49. By the acts, transactions and courses of conduct alleged herein, the Individual Defendants, acting individually and as part of a common plan, knowingly or recklessly and

in bad faith attempted to unfairly deprive Plaintiff and other members of the Class of the true value of their investments in Radiant.

50. The Individual Defendants have knowingly or recklessly and in bad faith violated their fiduciary duties by entering into the Proposed Acquisition without regard to the fairness of the transaction to Radiant's shareholders.

51. Consummation of the Proposed Acquisition on the terms proposed by NCR will deny plaintiff and other Class Members the right to share proportionately and equitably in the true value of Radiant's profitable business, and future growth in profits and earnings.

52. By reason of the foregoing acts, practices and course of conduct, the Individual Defendants have knowingly or recklessly and in bad faith failed to exercise due care and diligence in the exercise of their fiduciary obligations toward Plaintiff and other members of the Class.

53. As a result of the Individual Defendants' unlawful actions, Plaintiff and the Class will be irreparably harmed. Unless the Proposed Acquisition is enjoined by the Court, the Individual Defendants will continue to knowingly or recklessly, and in bad faith, breach the fiduciary duties they owe to Plaintiff and the Class.

54. Plaintiff and the Class have no adequate remedy at law. Only through the exercise of this Court's equitable powers can Plaintiff and the Class be fully protected from the immediate and irreparable injury which the Individual Defendants' actions threaten to inflict.

SECOND CAUSE OF ACTION

Claim for Aiding and Abetting Breaches of Fiduciary Duty Against the Company and NCR

55. Plaintiff repeats and realleges each allegation previously set forth herein.

56. The Company and NCR have aided and abetted the Individual Defendants in their breaches of fiduciary duty. The Company and NCR knew of the Individual Defendants' breaches of fiduciary duty, and actively and knowingly have encouraged and participated in said breaches in order to obtain the substantial financial benefits that the Proposed Acquisition would provide it at the expense of Radiant's stockholders.

57. NCR participated in the breaches of the fiduciary duties by the Individual Defendants for the purpose of advancing its own interests. NCR will obtain both direct and indirect benefits from colluding in or aiding and abetting the Individual Defendants' breaches. NCR will benefit from the acquisition of the Company at a grossly inadequate and unfair price if the Proposed Acquisition is consummated.

58. Plaintiff and the Class will be irreparably injured as a direct and proximate result of the aforementioned acts.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of itself and other public holders of Radiant, demand judgment as follows:

A. declaring this action properly maintainable as a class action;

B. enjoining, preliminarily and permanently, defendants from taking any steps to consummate the Proposed Acquisition;

C. to the extent that the transaction complained of is consummated prior to the entry of this Court's final judgment, rescinding such transaction, and granting, *inter alia*, rescissory damages against the Individual Defendants and Radiant;

D. directing defendants, jointly and severally, to account to Plaintiff and the Class for all damages suffered and to be suffered by them as a result of the wrongs complained of herein;

E. requiring the Individual Defendants to conduct a fair process to evaluate the Company's value and any available maximizing strategic alternatives;

F. awarding Plaintiff the costs and disbursements of this action, including a reasonable allowance for the fees and expenses of Plaintiff's attorneys and experts; and

G. granting Plaintiff and the other members of the class such other and further relief as is just and equitable, including all injunctive relief as alleged heretofore.

Dated: July 18, 2011

CHITWOOD HARLEY HARNES LLP

/s/ Christi A. Cannon

Martin D. Chitwood (Georgia Bar No. 124950)
Christi A. Cannon (Georgia Bar No. 107869)
Molly A. Havig (Georgia Bar No. 432147)
2300 Promenade II
1230 Peachtree Street, NE
Atlanta, GA 30309
Telephone: (404) 873-3900
Facsimile: (404) 876-4476

Attorneys for Plaintiff

OF COUNSEL:

Jeffrey W. Golan
Julie B. Palley
BARRACK, RODOS & BACINE
3300 Two Commerce Square
2001 Market Street
Philadelphia, PA 19130
(215) 963-0600

VERIFICATION

I, James H. VanLeuven, Jr., Chairman of the Oakland County Employees' Retirement System, hereby verify under penalty of perjury as follows:

Oakland County Employees' Retirement System is the plaintiff in the above-titled action. On its behalf, I have read the foregoing Class Action Complaint and know the contents thereof, and the same is true to my own knowledge, except as to the matters stated to be alleged upon information and belief, and as to those matters I believe them to be true.

Executed this 18 day of July, 2011 at Pontiac, Michigan.

/s/ James H. VanLeuven, Jr.
James H. VanLeuven, Jr.

Exhibit (b)

EXECUTION VERSION

J.P. MORGAN SECURITIES LLC
JPMORGAN CHASE BANK, N.A.
383 Madison Avenue
New York, NY 10179

BANK OF AMERICA, N.A.
MERRILL LYNCH, PIERCE,
FENNER & SMITH
INCORPORATED
One Bryant Park
New York, NY 10036

MORGAN STANLEY
SENIOR FUNDING, INC.
1585 Broadway
New York, NY 10036

RBC CAPITAL MARKETS
3 World Financial Center
200 Vesey Street, 9th Floor
New York, NY 10281-8098

July 11, 2011

NCR Corporation
3097 Satellite Boulevard
Duluth, Georgia 30096

Attention: Robert P. Fishman, Senior Vice President
and Chief Financial Officer

Project Ranger
Commitment Letter

Ladies and Gentlemen:

You have advised JPMorgan Chase Bank, N.A. ("JPMorgan Chase Bank"), J.P. Morgan Securities LLC ("JPMorgan"), Bank of America, N.A. ("BofA"), Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill"), Morgan Stanley Senior Funding, Inc. ("Morgan Stanley"), RBC Capital Markets[1] ("RBCCM") ("RBCCM" and, together with BofA, Merrill, Morgan Stanley, JPMorgan and JPMorgan Chase Bank, the "Commitment Parties", "us" or "we") that NCR Corporation, a Maryland corporation ("you" or the "Borrower"), intends to acquire, through a merger with a newly formed subsidiary, Radiant Systems, Inc. (the "Target") and consummate the other transactions described on Exhibit A hereto. Capitalized terms used but not defined herein are used with the meanings assigned to them on the Exhibits attached hereto (such Exhibits, together with this letter, collectively, the "Commitment Letter").

In connection with the Transactions, (a) JPMorgan Chase Bank is pleased to advise you of its several commitment to provide 25% of the aggregate amount of the Credit Facilities, (b) BofA is pleased to advise you of its several commitment to provide 25% of the aggregate amount of the Credit Facilities, (c) Morgan Stanley is pleased to advise you of its several commitment to provide 25% of the aggregate amount of the Credit Facilities, and (d) RBCCM is pleased to advise you of its several commitment to provide 25% of the aggregate amount of the Credit Facilities, in each case, upon the terms and conditions set forth in this letter and Exhibits B and C hereto (collectively, the "Term Sheets").

It is agreed that JPMorgan, Merrill, Morgan Stanley and RBCCM will act as joint lead arrangers and joint bookrunners for the Credit Facilities (in such capacities, the "Lead Arrangers"), that Merrill, Morgan Stanley and RBCCM will act as joint syndication agents for the Credit Facilities, and that JPMorgan Chase Bank will act as sole administrative agent and sole collateral agent for the Credit Facilities. You agree that no other agents, co-agents, arrangers, co-arrangers, bookrunners,

[1] RBC Capital Markets is the brand name for the capital markets activities of the Royal Bank of Canada.

co-bookrunners, managers or co-managers will be appointed, no other titles will be awarded and no compensation (other than that expressly contemplated by the Term Sheets and Fee Letters referred to below) will be paid in connection with the Credit Facilities unless you and the Lead Arrangers shall so reasonably agree. It is agreed that JPMorgan shall have "lead-left" placement on all marketing and other documentation used in connection with the Credit Facilities.

We intend to syndicate the Credit Facilities to a group of lenders identified by us in consultation with you and reasonably acceptable to you (together with JPMorgan Chase Bank, BofA, Morgan Stanley and RBCCM, the "Lenders"). The Commitment Parties intend to commence syndication efforts promptly, and you agree actively to assist (and to use your commercially reasonable efforts to cause the Target to actively assist) the Commitment Parties in completing a syndication satisfactory to the Commitment Parties until the earlier of (i) 90 days after the Closing Date and (ii) our completion of a Successful Syndication (as defined in the Facilities Fee Letter) (the "Syndication Period"). Such assistance shall include (A) your using commercially reasonable efforts to ensure that the syndication efforts benefit from your and your affiliates' existing banking relationships, (B) direct contact between your senior management and advisors and the proposed Lenders, (C) your preparing and providing to the Commitment Parties not later than the date on which the Tender Offer is commenced (and using commercially reasonable efforts to cause the Target to prepare and provide by such date) all information with respect to the Borrower and its subsidiaries, the Target and its subsidiaries and the Acquisition, including all financial information and the Projections (as defined below), as the Commitment Parties may reasonably request in connection with the arrangement and syndication of the Credit Facilities (including the financial statements and pro forma financials referred to in paragraphs 8 and 9 of Exhibit C hereto and the pro forma projections prepared by management of the Borrower, giving effect to the Transactions, of balance sheets, income statements and cash flow statements on a quarterly basis for the period commencing with the third fiscal quarter of 2011 and ending with the fiscal quarter ending December 31, 2012, and on an annual basis commencing with the 2013 fiscal year through the end of the 2015 fiscal year (such pro forma projections, the "Projections")) and your assistance (and using your commercially reasonable efforts to cause the Target to assist) in the preparation and delivery not later than the date on which the Tender Offer is commenced of one or more confidential information memoranda (each, a "Confidential Information Memorandum") and other marketing materials to be used in connection with the syndication (all such information, memoranda and material, "Information Materials"), (D) your hosting, with the Commitment Parties, of one or more meetings of prospective Lenders at times and locations to be mutually agreed, (E) your using your commercially reasonable efforts to obtain (x) a corporate credit rating for the Borrower and (y) a rating for the Credit Facilities from Standard & Poor's Financial Services LLC ("S&P") as soon as practicable and (F) your using commercially reasonable efforts to ensure that no competing debt financing for you or your subsidiaries or the Target or its subsidiaries is announced, syndicated or offered during the Syndication Period. The Commitment Parties confirm that, prior to the date hereof, you have provided to us (i) the historical financial statements referred to in clause (C) above that would be required to commence the general syndication of the Credit Facilities shortly after the date hereof as well as (ii) initial drafts of the pro forma financial statements and a preliminary draft of the Projections (excluding projected balance sheets) referred to in clause (C) above, finalized versions of which will, in each case, be required to be delivered prior to the date on which the Tender Offer is commenced in order to commence general syndication at such time.

The Lead Arrangers will manage, in consultation with you, all aspects of the syndication, including decisions as to the selection of institutions to be approached and when they will be approached, when commitments will be accepted, which institutions will participate, the allocation of the commitments among the Lenders and the amount and distribution of fees among the Lenders. You hereby acknowledge and agree that, in their capacities as arrangers, the Lead Arrangers will have no responsibilities other than to arrange the syndication as set forth herein and in no event shall the

Commitment Parties be subject to any fiduciary or other implied duties in connection with the Credit Facilities contemplated hereby. It is agreed that neither successful syndication of the Credit Facilities nor the obtaining of the ratings referenced above shall constitute a condition to (i) the Commitment Parties' obligations hereunder or (ii) the availability of the Credit Facilities on the Closing Date.

At the request of the Lead Arrangers, you agree to assist in the preparation of a version of each Confidential Information Memorandum or other Information Material (a "Public Version") consisting exclusively of information with respect to you and your affiliates, the Target and its subsidiaries and the Acquisition that is either publicly available or not material with respect to you and your affiliates, the Target and its subsidiaries, any of your or their respective securities or the Acquisition for purposes of United States federal and state securities laws (such information, "Non-MNPI"). Such Public Versions, together with any other information prepared by you or the Target or your or its affiliates or representatives and conspicuously marked "Public" (collectively, the "Public Information"), which at a minimum means that the word "Public" will appear prominently on the first page of any such information, may be distributed by us to prospective Lenders who have advised us that they wish to receive only Non-MNPI ("Public Side Lenders"), and you shall be deemed to have authorized the Public Side Lenders to treat such Public Versions and such marked information as containing Non-MNPI. You acknowledge and agree that, in addition to Public Information and unless you promptly notify us otherwise (following reasonable prior notice and opportunity to review such materials), (a) drafts and final definitive documentation with respect to the Credit Facilities, (b) administrative materials prepared by the Commitment Parties for prospective Lenders (such as a lender meeting invitation, allocations and funding and closing memoranda) and (c) notifications of changes in the terms of the Credit Facilities may be distributed to Public Side Lenders. You acknowledge that Commitment Party public-side employees and representatives who are publishing debt analysts may participate in any meetings held pursuant to clause (D) of the second preceding paragraph; provided that such analysts shall not publish any information obtained from such meetings (i) until the syndication of the Credit Facilities has been completed upon the making of allocations by the Lead Arrangers and the Lead Arrangers freeing the Credit Facilities to trade or (ii) in violation of any confidentiality agreement between you and the relevant Commitment Party (including, without limitation, the confidentiality provisions hereof) or of any applicable law.

In connection with our distribution to prospective Lenders of any Confidential Information Memorandum and, upon our request, any other Information Materials, you will execute and deliver to us a customary authorization letter authorizing such distribution and, in the case of any Public Version thereof, representing that it only contains Non-MNPI. Each Confidential Information Memorandum will be accompanied by a disclaimer exculpating you and us with respect to any use thereof and of any related Information Materials by the recipients thereof.

You hereby represent and warrant that (with respect to any information relating to the Target and its subsidiaries, the following representations and warranties shall be deemed to be made solely to your actual knowledge) (a) all written and formally presented information (including all Information Materials), other than the Projections and information of a general economic or industry specific nature (the "Information"), that has been or will be made available to us by you or any of your representatives in connection with the transactions contemplated hereby, when taken as a whole, does not or will not, when furnished to us, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (giving effect to all supplements thereto) and (b) the Projections that have been or will be made available to us by you or any of your representatives in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions believed by you to be reasonable at the time furnished to us (it being recognized by the Commitment Parties that such Projections are not to be viewed as facts and that actual results during the period or

periods covered by any such Projections may differ from the projected results, and such differences may be material). You agree that if, at any time prior to the Closing Date and thereafter until completion of our syndication efforts, you become aware that any of the representations in the preceding sentence would not be true if the Information and Projections were being furnished, and such representations were being made, at such time, you will promptly supplement the Information and the Projections so that such representations would be true under those circumstances. We will, promptly upon completion of our syndication efforts, provide you with written notice thereof. You understand that in arranging and syndicating the Credit Facilities we may use and rely on the Information and Projections without independent verification thereof.

As consideration for the commitments and agreements of the Commitment Parties hereunder, you agree to pay or cause to be paid the nonrefundable fees described in the Facilities Fee Letter and the Administrative Fee Letter, each dated the date hereof and delivered herewith (together, the "Fee Letters"), in each case, on the terms and subject to the conditions set forth therein.

Each Commitment Party's commitments and agreements hereunder are subject to the conditions set forth in this paragraph, in Exhibit C and in Exhibit B under the heading "Initial Conditions". Notwithstanding anything in this Commitment Letter, the Fee Letters or the Credit Documentation (as defined in Exhibit B) to the contrary, (a) the only representations relating to you and your subsidiaries and the Target and its subsidiaries and your or their respective businesses the accuracy of which shall be a condition to availability of the Credit Facilities on the Closing Date shall be (i) such of the representations made by the Target in the Purchase Agreement as are material to the interests of the Lenders, but only to the extent that the accuracy of any such representation is an express condition to your obligations to close under the Purchase Agreement or you have the right to terminate your obligations under the Purchase Agreement in accordance with the terms thereof as a result of a breach of such representations in the Purchase Agreement (the "Purchase Agreement Representations") and (ii) the Specified Representations (as defined below) made by the Borrower in the Credit Documentation, and (b) the terms of the Credit Documentation shall be in a form such that they do not impair availability of the Credit Facilities on the Closing Date if the conditions set forth in this Commitment Letter are satisfied (it being understood that, to the extent any collateral (including the grant or perfection of any security interest) referred to in the Term Sheets is not or cannot be provided on the Closing Date (other than the grant and perfection of security interests (i) in any collateral located in any state of the United States or consisting of uncertificated capital stock of a domestic subsidiary with respect to which a lien may be perfected solely by the filing of a financing statement under the Uniform Commercial Code ("UCC") or (ii) in capital stock of a domestic subsidiary with respect to which a lien may be perfected by the delivery of a stock certificate, provided that you have no obligation to certificate capital stock (or any other equity interest) that is permitted by applicable law or charter to be uncertificated and has not heretofore been certificated) after your use of commercially reasonable efforts to do so without undue burden or expense, then the provision of such collateral shall not constitute a condition precedent to the availability of the Credit Facilities on the Closing Date, but may instead be provided after the Closing Date pursuant to arrangements, and within a timeframe, to be mutually agreed by the Administrative Agent and the Borrower and reflected in the Credit Documentation). For purposes hereof, "Specified Representations" means the representations and warranties made by the Borrower in the Credit Documentation relating to: (i) corporate existence in the jurisdiction of incorporation; (ii) corporate power and authority to enter into and perform the Credit Documentation and the Transactions; (iii) due authorization, execution and delivery of, and enforceability of, the Credit Documentation; (iv) creation, validity and perfection of first priority liens under the security documents (subject to the limitations set forth in the preceding sentence and customary exceptions); (v) no breach or violation of organizational documents and (unless such breach or violation could not reasonably be expected to have a material adverse effect on the Borrower and its subsidiaries, taken as a whole) material agreements (as reflected in the Borrower's most recent SEC filings on Forms 10-K and 10-Q) triggered by the Credit Documentation or the Transactions; (vi)

use of proceeds; (vii) solvency as of the Closing Date (after giving effect to the Transactions) of the Borrower and its subsidiaries on a consolidated basis; (viii) Federal Reserve margin regulations; and (ix) the Investment Company Act of 1940. Notwithstanding anything in this Commitment Letter or the Fee Letters to the contrary, the only conditions to availability of the Credit Facilities on the Closing Date (other than those set forth in this paragraph) are set forth (i) under the heading "Initial Conditions" in Exhibit B and (ii) in Exhibit C. This paragraph, and the provisions herein, shall be referred to as the "Limited Conditionality Provision".

You agree (a) to indemnify and hold harmless the Commitment Parties, their affiliates and their respective directors, officers, employees, advisors, agents and other representatives (each, an "indemnified person") from and against any and all losses, claims, damages and liabilities to which any such indemnified person may become subject arising out of or in connection with this Commitment Letter, the Fee Letters, the Credit Facilities, the use of the proceeds thereof or the Acquisition and the other Transactions or any claim, litigation, investigation or proceeding (a "Proceeding") relating to any of the foregoing, regardless of whether any indemnified person is a party thereto, whether or not such Proceedings are brought by you, your equity holders, affiliates, creditors or any other person, and to reimburse each indemnified person upon demand for any reasonable legal or other out-of-pocket expenses incurred in connection with investigating or defending any of the foregoing, provided that the foregoing indemnity will not, as to any indemnified person, apply to losses, claims, damages, liabilities or related expenses to the extent they are found by a final, nonappealable judgment of a court of competent jurisdiction to arise from the willful misconduct or gross negligence of, or material breach of this Commitment Letter or the Credit Documentation by, such indemnified person or its controlled affiliates, directors, officers or employees (collectively, the "Related Parties") and (b) regardless of whether the Closing Date occurs, to reimburse JPMorgan, the Administrative Agent and their affiliates for all reasonable out-of-pocket expenses (including due diligence expenses, syndication expenses, travel expenses, and the fees, charges and disbursements of a single counsel plus local counsel as necessary) incurred in connection with the Credit Facilities and any related documentation (including this Commitment Letter and the definitive financing documentation) or the administration, amendment, modification or waiver thereof. Notwithstanding the foregoing, you shall not be liable for any settlement of any Proceeding effected without your written consent (which consent shall not be unreasonably withheld or delayed). It is further agreed that each Commitment Party shall only have liability to you (as opposed to any other person) in connection with this Commitment Letter, the Fee Letters, the Credit Facilities or the transactions contemplated hereby. No indemnified person shall be liable for any damages arising from the use by others of Information or other materials obtained through electronic, telecommunications or other information transmission systems, except to the extent any such damages are found by a final, nonappealable judgment of a court of competent jurisdiction to arise from the gross negligence or willful misconduct of such indemnified person (or any of its Related Parties). None of the indemnified persons or you, the Target or any of your or their respective affiliates or the directors, officers, employees, advisors, and agents of any of the foregoing shall be liable for any indirect, special, punitive or consequential damages in connection with this Commitment Letter, the Fee Letters, the Credit Facilities or the transactions contemplated hereby, provided that nothing contained in this sentence shall limit your indemnity obligations set forth in this paragraph.

You acknowledge that each Commitment Party (or an affiliate) is a full service securities firm and such person may from time to time effect transactions, for its own or its affiliates' account or the account of customers, and hold positions in loans, securities or options on loans or securities of you, the Target, your or their respective affiliates and of other companies that may be the subject of the transactions contemplated by this Commitment Letter. In addition, each Commitment Party and its affiliates will not use confidential information obtained from you or your affiliates or on your or their behalf by virtue of the transactions contemplated hereby in connection with the performance by such Commitment Party and its affiliates of services for other companies or persons and the Commitment Party

and its affiliates will not furnish any such information to any of their other customers. You also acknowledge that the Commitment Parties and their affiliates have no obligation to use in connection with the transactions contemplated hereby, or to furnish to you, confidential information obtained from other companies or persons.

You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you and the Commitment Parties is intended to be or has been created in respect of any of the Credit Facilities contemplated by this Commitment Letter, regardless of whether the Commitment Parties have advised or are advising you on other matters, (b) the Commitment Parties, on the one hand, and you, on the other hand, have an arm's length business relationship that does not directly or indirectly give rise to, nor do you rely on, any fiduciary duty to you or your affiliates on the part of the Commitment Parties in respect of the Credit Facilities contemplated hereby, (c) you are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Commitment Letter, (d) you have been advised that the Commitment Parties are engaged in a broad range of transactions that may involve interests that differ from your interests and that the Commitment Parties have no obligation to disclose such interests and transactions to you, (e) you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate, (f) each Commitment Party has been, is, and will be acting solely as a principal and, except as otherwise expressly agreed in writing by it and the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for you, any of your affiliates or any other person or entity in respect of the Credit Facilities contemplated hereby and (g) none of the Commitment Parties has any obligation to you or your affiliates with respect to the Credit Facilities contemplated hereby except those obligations expressly set forth herein or in any other express writing executed and delivered by such Commitment Party and you or any such affiliate.

This Commitment Letter is delivered to you on the understanding that neither this Commitment Letter nor the Fee Letters nor any of their terms or substance shall be disclosed by you, directly or indirectly, to any other person, without the prior written consent of the Commitment Parties except (a) you and your officers, directors, employees, affiliates, members, partners, stockholders, attorneys, accountants, agents and advisors and those of the Target and its subsidiaries and the Target itself, in each case on a confidential and need to know basis, (provided that any disclosure of the Fee Letters or their terms or substance to the Target or its officers, directors, employees, attorneys, accountants, agents or advisors shall be redacted in a manner reasonably satisfactory to the Commitment Parties party thereto), (b) in any legal, judicial or administrative proceeding or as otherwise required by law or regulation or as requested by a governmental authority (in which case you agree, to the extent permitted by law, to inform us promptly in advance thereof), (c) upon notice to the Commitment Parties, this Commitment Letter and the existence and contents hereof (but not the Fee Letters or the contents thereof other than the existence thereof and the contents thereof as part of projections, pro forma information and a generic disclosure of aggregate sources and uses to the extent customary in marketing materials and other required filings) may be disclosed in any syndication or other marketing material in connection with the Credit Facilities or in connection with any public filing requirement, and (d) the Term Sheets may be disclosed to potential Lenders and to any rating agency in connection with the Acquisition and the Credit Facilities.

Each of the Commitment Parties agrees that it shall use all nonpublic information received by it in connection with the Acquisition and the other Transactions solely for the purposes of providing the services that are the subject of this Commitment Letter and shall treat confidentially all such information and shall not publish, disclose or otherwise divulge such information; provided, however, that nothing herein shall prevent any Commitment Party from disclosing any such information (a) to rating agencies, (b) to any Lenders or participants or prospective Lenders or participants, (c) in any legal, judicial, administrative proceeding or other compulsory process or as required by applicable law or regulations (in which case such Commitment Party shall promptly notify you, in advance, to the extent permitted by

law), (d) upon the request or demand of any regulatory authority having jurisdiction over such Commitment Party or its affiliates, (e) to the employees, legal counsel, independent auditors, professionals and other experts or agents of such Commitment Party (collectively, "Representatives") who are informed of the confidential nature of such information and are or have been advised of their obligation to keep information of this type confidential, (f) to any of its affiliates (provided that any such affiliate is advised of its obligation to retain such information as confidential, and such Commitment Party shall be responsible for its affiliates' compliance with this paragraph) solely in connection with the Acquisition and any related transactions, (g) to the extent any such information becomes publicly available other than by reason of disclosure by such Commitment Party, its affiliates or Representatives in breach of this Commitment Letter and (h) for purposes of establishing a "due diligence" defense; provided that the disclosure of any such information to any Lenders or prospective Lenders or participants or prospective participants referred to above shall be made subject to the acknowledgment and acceptance by such Lender or prospective Lender or participant or prospective participant that such information is being disseminated on a confidential basis in accordance with the standard syndication processes of such Commitment Party or customary market standards for dissemination of such type of information and agreement (including by a "click through") by such Lender or prospective Lender or participant or prospective participant to be bound by the terms of this paragraph (or language substantially similar to this paragraph). The provisions of this paragraph shall automatically terminate one year following the date of this Commitment Letter.

This Commitment Letter shall not be assignable by any party hereto without the prior written consent of each other party hereto (and any purported assignment without such consent shall be null and void), is intended to be solely for the benefit of the parties hereto and the indemnified persons and is not intended to and does not confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and the indemnified persons to the extent expressly set forth herein. The Commitment Parties reserve the right to employ the services of their affiliates in providing services contemplated hereby and to allocate, in whole or in part, to their affiliates certain fees payable to the Commitment Parties in such manner as the Commitment Parties and their affiliates may agree in their sole discretion. This Commitment Letter may not be amended or waived except by an instrument in writing signed by you and each Commitment Party. This Commitment Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Commitment Letter by facsimile or electronic transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart hereof. This Commitment Letter and the Fee Letters are the only agreements that have been entered into among us and you with respect to the Credit Facilities and set forth the entire understanding of the parties with respect thereto. This Commitment Letter shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York; provided, however, that the interpretation of the definition of "Target Material Adverse Effect", and whether a Target Material Adverse Effect shall have occurred, shall be construed in accordance with the laws of the State of Georgia without regard to conflict of law principles that would result in the application of the laws of another jurisdiction.

You and we hereby irrevocably and unconditionally submit to the exclusive jurisdiction of any state or Federal court sitting in the Borough of Manhattan in the City of New York over any suit, action or proceeding arising out of or relating to the Transactions or the other transactions contemplated hereby, this Commitment Letter or the Fee Letters or the performance of services hereunder or thereunder. You and we agree that service of any process, summons, notice or document by registered mail addressed to you or us shall be effective service of process for any suit, action or proceeding brought in any such court. You and we hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in any inconvenient forum. You and we hereby irrevocably agree to waive

trial by jury in any suit, action, proceeding, claim or counterclaim brought by or on behalf of any party related to or arising out of the Transactions, this Commitment Letter or the Fee Letters or the performance of services hereunder or thereunder.

Each of the Commitment Parties hereby notifies you that, pursuant to the requirements of the USA PATRIOT Improvement and Reauthorization Act, Title III of Pub. L. 109-177 (signed into law on March 9, 2006) (the "PATRIOT Act"), it is required to obtain, verify and record information that identifies the Borrower and each Guarantor, which information includes names, addresses, tax identification numbers and other information that will allow such Lender to identify the Borrower and each Guarantor in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective for the Commitment Parties and each Lender.

The indemnification, fee, expense, jurisdiction, syndication and confidentiality provisions contained herein and in the Fee Letters shall remain in full force and effect regardless of whether definitive financing documentation shall be executed and delivered and notwithstanding the termination of this Commitment Letter or the commitments hereunder; provided that your obligations under the provisions of this Commitment Letter (other than your obligations with respect to (a) assistance to be provided in connection with the syndication of the Credit Facilities (including as to the provision of information and representations with respect thereto) and (b) confidentiality) shall automatically terminate and be superseded by your obligations under any corresponding provisions of the Credit Documentation upon the initial funding thereunder to the extent, but only to the extent, that such corresponding provisions apply in favor of the same parties, are of comparable scope and provide no less favorable benefits and rights than such provisions hereunder.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms of this Commitment Letter and the Fee Letters by returning to us executed counterparts of this Commitment Letter and the Fee Letters not later than 8:00 p.m., New York City time, on July 11, 2011. This offer and our agreements and commitments hereunder will automatically expire at such time if we have not received such executed counterparts in accordance with the preceding sentence. In the event that the initial borrowing under the Credit Facilities does not occur on or before the Expiration Date, then this Commitment Letter and the commitments hereunder shall automatically terminate unless we shall, in our discretion, agree to an extension; provided that any such termination shall not prejudice your or our rights and remedies in respect of any breach of this Commitment Letter. "Expiration Date" means the earlier of (i) December 31, 2011, (ii) the closing of the Acquisition without the use of the Credit Facilities and (iii) the termination of the Purchase Agreement in accordance with the terms thereof prior to closing of the Acquisition.

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We are pleased to have been given the opportunity to assist you in connection with this important financing.

Very truly yours,

JPMORGAN CHASE BANK, N.A.

By: /s/ John A. Horst
Name: John A. Horst
Title: Credit Executive

J.P. MORGAN SECURITIES LLC

By: /s/ Dan Alster
Name: Dan Alster
Title: Executive Director

BANK OF AMERICA, N.A.

By: /s/ William A. Bowen, Jr.
Name: William A. Bowen, Jr.
Title: Managing Director

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

By: /s/ William A. Bowen, Jr.
Name: William A. Bowen, Jr.
Title: Managing Director

MORGAN STANLEY SENIOR FUNDING, INC.

By: /s/ Andrew W. Earls
Name: Andrew W. Earls
Title: Vice President

ROYAL BANK OF CANADA

By: /s/ Miguel Roman
Name: Miguel Roman
Title: Managing Director

Accepted and agreed to
as of the date first written above:

NCR CORPORATION

By: /s/ Robert Fishman
Name: Robert Fishman
Title: Sr. Vice President and CFO

EXHIBIT A

PROJECT RANGER
TRANSACTION SUMMARY

Capitalized terms used but not defined in this Exhibit A shall have the meanings set forth in the Commitment Letter to which this Exhibit A is attached and in Exhibits B and C thereto.

NCR Corporation (the "Borrower") intends to acquire (the "Acquisition") all the outstanding equity interests of Radiant Systems, Inc. (the "Target") through a tender offer and merger transaction involving a newly formed subsidiary of the Borrower ("Merger Sub") to be effected pursuant to an Agreement and Plan of Merger (together with all exhibits, schedules and disclosure letters thereto, the "Purchase Agreement") among the Target, Merger Sub, and the Borrower. In connection therewith, it is intended that:

(a) The Borrower will obtain senior secured credit facilities (the "Credit Facilities") in an aggregate amount of $1,400,000,000 comprised of (i) a $700,000,000 term loan facility and (ii) a $700,000,000 revolving credit facility, each as described in Exhibit B.

(b) Pursuant to, and subject to the conditions set forth in, the Purchase Agreement, the Merger Sub will make a cash tender offer (the "Tender Offer") to acquire any and all outstanding shares of common stock of the Target, and will consummate the Tender Offer only if it acquires in the Tender Offer a percentage of outstanding shares of common stock of the Target (calculated on a fully-diluted basis) sufficient to approve, without the vote of any other stockholder, the merger of the Target into the Merger Sub (the "Merger"). If it would permit the Merger to be effected as a short form merger, the Merger Sub may purchase, pursuant to a "top-up" share purchase option (the "Option") granted by the Target to the Merger Sub in the Purchase Agreement, shares that, along with the shares accepted in the Tender Offer, will constitute a percentage of the outstanding shares of common stock of the Target permitting the Merger Sub to effect the Merger without the necessity of any approval by, or the prior furnishing of any proxy materials or information statement to, the holders of the common stock of the Target.

(c) Pursuant to, and subject to the conditions set forth in, the Purchase Agreement, upon consummation of the Tender Offer, either (i) the Merger Sub will exercise the Option to purchase that number of shares of common stock sufficient to permit the Merger to be consummated as a short form merger without the necessity of any meeting of, or furnishing of any proxy materials or information statement to, the holders of the common stock of the Target, or (ii) the Borrower will cause Target to convene and hold a meeting of its shareholders to approve the Merger, and will consummate the Merger promptly after such approval has been obtained at such meeting.

(d) In the case of clause (c)(i) above, the full amount of the Term Loan Facility and up to $400,000,000 of the Revolving Facility will be applied on the Closing Date (i) to refinance certain existing indebtedness of the Borrower and the Target, (ii) to pay the cash consideration for the Acquisition and (iii) to pay the fees and expenses incurred in connection with the Transactions (such fees and expenses, the "Transaction Costs").

(e) In the case of clause (c)(ii) above, proceeds of the Term Loan Facility and, once the Term Facility has been fully drawn, proceeds of the Revolving Facility will be applied on the Closing Date (i) to refinance certain existing indebtedness of the Borrower and the Target, (ii) to

pay the cash consideration for the shares of common stock of the Target acquired in the Tender Offer, excluding any shares tendered by guaranteed delivery, and (iii) to pay applicable Transaction Costs. The full undrawn amount of the Term Loan Facility not drawn upon consummation of the Tender Offer and such additional amounts as may be required to be drawn under the Revolving Facility will be applied on the date the Merger is consummated (such date, the "Merger Date") (i) to pay the cash consideration for the outstanding shares of common stock of the Target not purchased on the Closing Date and (ii) to pay any additional Transaction Costs.

The transactions described above are collectively referred to herein as the "Transactions". For purposes of this Commitment Letter and the Fee Letters, "Closing Date" shall mean the date of the satisfaction or waiver of the conditions set forth in Exhibit C and the initial funding of the Credit Facilities.

EXHIBIT B

PROJECT RANGER
$1,400,000,000 Senior Secured Credit Facilities
Summary of Terms and Conditions

Set forth below is a summary of the principal terms and conditions for the Credit Facilities. Capitalized terms used but not defined shall have the meanings set forth in the Commitment Letter to which this Exhibit B is attached and in Exhibits A and C attached thereto.

Borrower:	NCR Corporation (the "Borrower"). A foreign subsidiary of the Borrower may act as a co-borrower in respect of the Term Loan Facility under arrangements mutually satisfactory to the Borrower and the Lead Arrangers.
Guarantors:	Each of the Borrower's direct and indirect, existing and future subsidiaries (excluding (i) foreign subsidiaries, (ii) immaterial subsidiaries (to be defined in a mutually acceptable manner) and (iii) any subsidiary that is prohibited by applicable law, rule or regulation or by any contractual obligation from guaranteeing the Credit Facilities or which would require governmental consent, approval, license or authorization to do so) (the "Guarantors"; the Borrowers and the Guarantors, collectively, the "Loan Parties"). Notwithstanding the foregoing, the Target and its subsidiaries shall not become Guarantors until the consummation of the Merger on the Merger Date.
Joint Lead Arrangers:	J.P. Morgan Securities LLC ("JPMorgan"), Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill"), Morgan Stanley Senior Funding, Inc. ("Morgan Stanley") and RBC Capital Markets ("RBCCM") (collectively, the "Lead Arrangers").
Joint Bookrunners:	JPMorgan, Merrill, Morgan Stanley and RBCCM (collectively, the "Joint Bookrunners").
Joint Syndication Agents:	Merrill, Morgan Stanley and RBCCM.
Administrative Agent:	JPMorgan Chase Bank, N.A. (in such capacity, the "Administrative Agent").
Collateral Agent:	JPMorgan Chase Bank, N.A. (in such capacity, the "Collateral Agent").
Lenders:	A syndicate of banks, financial institutions and other entities arranged by the Lead Arrangers and reasonably acceptable to the Borrower (collectively, the "Lenders").

Term Loan Facility

Type and Amount:	A five-year term loan facility (the "Term Loan Facility") in the amount of $700,000,000 (the loans thereunder, the "Term Loans").
Maturity and Amortization:	The Term Loans will mature on the date that is five years after the Closing Date (such date, the "Maturity Date"). The Term Loans shall be repayable in equal quarterly installments, beginning on a payment date that is at least 18 months after the Closing Date, in aggregate annual amounts equal to 5% of the original amount of the Term Loans in year two after the Closing Date, 10% in year three after the Closing Date, 10% in year four after the Closing Date and the balance of the Term Loans in year five after the Closing Date.
Availability:	If the Merger is consummated substantially contemporaneously with the consummation of the Tender Offer, then the Term Loans shall be made in a single drawing on the Closing Date. If the Merger is not consummated substantially contemporaneously with the consummation of the Tender Offer, then (x) the full amount of the Term Loans, or such lesser amount as is sufficient to purchase the shares of common stock of the Target acquired by the Borrower in the Tender Offer and pay Transaction Costs shall be made in a drawing on the Closing Date and (y) any remaining undrawn amount of the Term Loans shall be made in a drawing on or before the Merger Date (but in any event not later than 90 days following the Closing Date, at which point the Term Loan commitments will expire) and used to pay the consideration for shares of common stock of the Target acquired in the Merger. If any drawing of Term Loans contemplated by clause (y) above occurs prior to the Merger Date, the Borrower will hold the proceeds thereof in an account with the Administrative Agent or one or more of the Joint Bookrunners where such proceeds will be temporarily invested in cash equivalents pending consummation of the Merger. Repayments and prepayments of the Term Loans may not be reborrowed.
Use of Proceeds:	The proceeds of the Term Loans will be used on the Closing Date or the Merger Date, as applicable, to pay the cash consideration for the Acquisition, pay Transaction Costs and refinance outstanding indebtedness of the Borrower and the Target.
Revolving Facility	
Type and Amount:	A five-year revolving facility (the "Revolving Facility"; the commitments thereunder, the "Revolving Commitments") in the amount of $700,000,000 (the loans thereunder, together with (unless the context otherwise requires) the Swingline Loans

referred to below, the "Revolving Loans"; and together with the Term Loans, the "Loans").

Availability and Maturity: The Revolving Facility shall be available on a revolving basis during the period commencing on the Closing Date and ending on the date that is five years after the Closing Date (such date, the "Revolving Termination Date"). The Revolving Commitments will expire, and the Revolving Loans will mature, on the Revolving Termination Date.

Up to $400,000,000 of the proceeds of Revolving Loans may be used on the Closing Date, if the Term Loans have been fully drawn, to finance, in part, the Transactions.

Letters of Credit: A portion of the Revolving Facility not in excess of an amount to be determined shall be available for the issuance or continuance of letters of credit (the "Letters of Credit") by the Administrative Agent or other Lenders reasonably satisfactory to the Borrower (in such capacity, the "Issuing Lender"). No Letter of Credit shall have an expiration date after the earlier of (a) one year after the date of issuance unless consented to by the Issuing Lender and (b) five business days prior to the Revolving Termination Date unless cash collateral is provided on or before the fifth business day prior to the Revolving Termination Date, provided that any Letter of Credit with a one-year tenor may provide for the renewal thereof for additional one-year periods (which shall in no event extend beyond the date referred to in clause (b) above).

Drawings under any Letter of Credit shall be reimbursed by the Borrower (whether with its own funds or with the proceeds of Revolving Loans) within one business day. To the extent that the Borrower does not so reimburse the Issuing Lender, the Lenders under the Revolving Facility shall be irrevocably and unconditionally obligated to fund participations in the reimbursement obligations on a pro rata basis.

The letters of credit issued under the Borrower's existing bank credit agreement will remain outstanding and will be deemed issued under the Revolving Facility.

Swingline Loans: A portion of the Revolving Facility not in excess of an amount to be determined shall be available for swingline loans (the "Swingline Loans") to be made to the Borrower by the Administrative Agent on same-day notice. Any Swingline Loans will reduce availability under the Revolving Facility on a dollar-for-dollar basis. The Lenders under the Revolving Facility shall be irrevocably and unconditionally required to purchase and fund, under certain circumstances, participations in each Swingline Loan on a pro rata basis.

Use of Proceeds:	The proceeds of the Revolving Loans shall be used (a) to finance in part, the Transactions (including to pay the consideration for shares acquired in the Merger if it occurs after the Closing Date) and (b) on and after the Closing Date, for working capital and general corporate purposes of the Borrower and its subsidiaries, including to finance acquisitions.
Incremental Facility:	The Credit Documentation will permit the Borrower to add, from time to time, one or more incremental term loan facilities to the Credit Facilities (each, an "Incremental Term Facility") and/or increase commitments under the Revolving Facility (any such increase, an "Incremental Revolving Commitment" and, together with any Incremental Term Facilities, the "Incremental Facilities") in an aggregate principal amount of up to $250,000,000; and provided, further, that (i) no Lender will be required to participate in any such Incremental Facility, (ii) no event of default or default under the Credit Facilities exists or would exist after giving effect thereto, (iii) on a pro forma basis after giving effect to the incurrence of any such Incremental Facility (assuming, in the case of an Incremental Revolving Facility, the full drawing thereunder and after giving effect to other permitted pro forma adjustment events and any permanent repayment of indebtedness after the beginning of the relevant determination period but prior to or simultaneous with such borrowing), the Borrower is in compliance with the financial covenants in the Credit Documentation, (iv) the representations and warranties in the Credit Documentation shall be true and correct immediately prior to, and after giving effect to, the incurrence of such Incremental Facility, (v) the maturity date and weighted average life to maturity of any such Incremental Term Facility shall be no earlier than the maturity date and weighted average life to maturity, of the Term Loan Facility, (vi) the interest rates and amortization schedule applicable to any Incremental Term Facility shall be determined by the Borrower and the lenders thereunder; provided that the all-in yield (whether in the form of interest rate margins, original issue discount, upfront fees or LIBOR/ABR floors) applicable to any Incremental Term Facility will not be more than 0.50% higher than the corresponding all-in yield (giving effect to interest rate margins, original issue discount, upfront fees and LIBOR/ABR floors) for the existing Term Loan Facility, unless the interest rate margin with respect to the existing Term Loan Facility is increased by an amount equal to the difference between the all-in yield with respect to the Incremental Term Facility and the corresponding all-in yield on the existing Term Loan Facility minus 0.50%, (vii) any such Incremental Facility shall be secured by the Collateral on a pari passu basis with the Credit Facilities and (viii) any Incremental Revolving Facility shall be on the same terms and conditions applicable to the Revolving Facility and any Incremental Term Facility shall be on the same terms and conditions applicable to the Term Loan Facility (with

	the exception of (x) the differing terms and conditions permitted by clause (v) or (vi) above and (y) such other differing terms and conditions as shall be reasonably satisfactory to the Administrative Agent). The proceeds of the Incremental Facilities shall be used for general corporate purposes of the Borrower and its subsidiaries. Notwithstanding anything to the contrary above, it is understood and agreed that the Borrower shall be able to seek commitments in respect of the Incremental Facilities from existing Lenders as well as from additional banks, financial institutions and other lenders or investors and may pay upfront fees in respect of such commitments (subject, to the extent applicable, to the proviso in clause (vi) above).
Fees and Interest Rates:	As set forth on Annex I hereto.
Voluntary Prepayments and Commitment Reductions:	Loans may be prepaid and Revolving Commitments may be reduced, in whole or in part without premium or penalty, in minimum amounts to be agreed, at the option of the Borrower at any time upon customary prior notice, subject to payment of "breakage costs" in connection with any prepayment of Eurodollar Loans prior to the last day of the relevant interest period. Voluntary prepayments of the Term Loans (including those credited against mandatory prepayments from Excess Cash Flow) shall be applied as directed by the Borrower.
Mandatory Prepayments:	Mandatory prepayments of Term Loans shall be required from: (a) 100% of the net cash proceeds from any non-ordinary course sale or other disposition of assets (including proceeds from the sale of any equity interests of any subsidiary and casualty insurance and condemnation proceeds) by the Borrower and its subsidiaries (subject to exceptions and reinvestment rights to be agreed, including exceptions for certain scheduled dispositions in amounts to be mutually agreed); (b) 100% of the net cash proceeds from issuances or incurrences of debt by the Borrower and its subsidiaries (other than certain indebtedness permitted by the Credit Facilities); and (c) 50% (with stepdowns to 25% and 0% based on maintenance of a Leverage Ratio (as defined below) to be agreed) of annual Excess Cash Flow (to be defined in a manner to be mutually agreed) of the Borrower and its subsidiaries, beginning on a payment date that is at least 18 months after the Closing Date, commencing with annual Excess Cash Flow in respect of the fiscal year ending December 31, 2012; provided that any voluntary prepayments of Term Loans and Revolving Loans (to the extent accompanied by corresponding commitment reductions) during a fiscal year, other than prepayments funded with the proceeds of indebtedness, shall be credited against

excess cash flow prepayment obligations for such fiscal year on a dollar-for-dollar basis.

All mandatory prepayments of Term Loans will be applied on a pro rata basis to outstanding tranches of Term Loans (including Incremental Term Loans) and, within each tranche of Term Loans, will be applied first to scheduled installments thereof occurring within the next eight fiscal quarters following such prepayment, in direct order of maturity, and second, ratably to the remaining respective installments thereof. Mandatory prepayments of the Term Loans may not be reborrowed.

Collateral: Subject to exclusions and limitations to be agreed and subject to the Limited Conditionality Provision, the obligations of the Borrower and of each of the Guarantors in respect of the Credit Facilities and any swap agreements and cash management arrangements provided by any Lender (or any affiliate of a Lender) shall be secured by a perfected first priority security interest in all of the capital stock of each existing and subsequently acquired or organized subsidiary of the Borrower (which pledge, in the case of stock of any first tier foreign subsidiary, shall not include more than 66 2/3% of the voting stock of such foreign subsidiary and shall include 100% of the non-voting stock of such foreign subsidiary). Notwithstanding the foregoing, if the Tender Offer is consummated prior to the Merger Date, the shares of common stock of the Target acquired in the Tender Offer will be pledged, but the shares of capital stock of the subsidiaries of the Target will not be pledged until the Target and its domestic subsidiaries become Guarantors upon consummation of the Merger.

The Collateral shall exclude the following:

(a) pledges and security interests (including in respect of interests in partnerships, joint ventures and other non-wholly owned entities) to the extent prohibited by law or prohibited by agreements containing anti assignment clauses; and

(b) those assets as to which the Administrative Agent and the Borrower agree that the costs of obtaining such a security interest or perfection thereof are excessive in relation to the value to the Lenders of the security to be afforded thereby.

To the extent, but only to the extent, required by the terms of the indenture relating thereto, the Borrower's obligations in respect of its Notes due 2020 in the current amount of approximately $5,000,000 will be secured on a pari passu basis by certain Collateral.

	Notwithstanding the foregoing, the security over the Collateral shall be released if (a) the Borrower achieves a corporate credit rating of at least BBB- from S&P with a stable or better outlook or (b) in the event that the Borrower obtains ratings from each of S&P and Moody's, either (x) the Borrower achieves a corporate credit rating of at least BBB- from S&P and a corporate family rating of at least Ba1 from Moody's or (y) the Borrower achieves a corporate credit rating of at least BB+ from S&P and a corporate family rating of at least Baa3 from Moody's.
Initial Conditions:	The availability of the Credit Facilities on the Closing Date will be subject only to (a) the conditions precedent set forth in the Commitment Letter and in Exhibit C and (b) the accuracy in all material respects (and in all respects if qualified by materiality) of the representations and warranties in the definitive documentation for the Credit Facilities (subject to the Limited Conditionality Provision referred to in the Commitment Letter).
On-Going Conditions:	After the Closing Date, the making of each Loan and the issuance of each Letter of Credit shall be conditioned upon (a) the accuracy in all material respects of all representations and warranties in the definitive documentation for the Credit Facilities and (b) there being no default or event of default in existence at the time of, or after giving effect to, such extension of credit.
Credit Documentation:	The definitive documentation for the Credit Facilities (the "Credit Documentation") shall contain those terms and conditions usual for facilities and transactions of this type (subject to the Limited Conditionality Provision referred to in the Commitment Letter) as may be reasonably agreed by the Borrower and the Lead Arrangers. The Borrower and the Administrative Agent will negotiate in good faith to finalize the Credit Documentation as promptly as reasonably practicable after the acceptance of this Commitment Letter.
Financial Covenants:	Limited to: (a) A maximum total leverage ratio (the "Leverage Ratio"), defined as the ratio of Total Indebtedness to EBITDA (to be defined in a manner to be agreed and consistent with the definition of such terms in the Borrower's existing bank credit agreement, provided that Total Indebtedness will reflect the deduction of the amount of the Borrower's unrestricted cash and cash equivalents in excess of a floor amount and subject to a cap to be agreed). (b) A minimum interest coverage ratio (the "Interest Coverage Ratio"), defined as the ratio, for any period of

four consecutive fiscal quarters, of EBITDA to Consolidated Cash Interest Expense (to be defined in a manner to be agreed and consistent with the definition of such term in the Borrower's existing bank credit agreement).

The financial covenants will not apply until the last day of the first fiscal quarter ending at least 45 days after the Closing Date.

The levels for the financial covenants shall be set at an approximate 25% cushion above or below, as the case may be, the levels set forth in the Projections.

Representations and Warranties: Usual for facilities and transactions of this type (to be applicable to the Borrower and its subsidiaries), including, without limitation, organization and power; authorization and enforceability; accuracy of financial statements; no material adverse change; subsidiaries and joint ventures; absence of material litigation, no violation of or conflicts with applicable law, agreements or instruments; compliance with laws and regulations (including but not limited to ERISA, margin regulations and environmental laws and regulations); payment of taxes; ownership of properties and possession under leases; intellectual property; inapplicability of the Investment Company Act; compliance with FCPA and OFAC laws and regulations; PATRIOT Act information; solvency; effectiveness of regulatory, governmental and third-party approvals; labor matters; environmental matters; accuracy of information; insurance coverage; and validity, priority and perfection of security interests in the Collateral, all with customary materiality qualifiers, exceptions and limitations to be mutually agreed upon.

Affirmative Covenants: Usual for facilities and transactions of this type (to be applicable to the Borrower and its subsidiaries), including, without limitation, maintenance of corporate existence and material rights; performance of obligations; delivery (unless available on EDGAR) of audited annual consolidated financial statements and unaudited quarterly consolidated financial statements, in each case for the Borrower and its subsidiaries, and other financial information and other information, if any, required under the PATRIOT Act; delivery of periodic certifications and updates regarding the Collateral and Guarantees; delivery of notices of default, material litigation, material adverse change, ratings changes and other matters; maintenance of properties in good working order; maintenance of reasonably satisfactory insurance; compliance with applicable laws; including environmental laws, maintenance of books and records; rights of Lenders to inspect books and properties; maintenance of a rating of the Credit Facilities by Standard & Poor's Ratings Group, a division of The McGraw-Hill Companies, Inc. ("S&P") and, if at

any time obtained, a rating of the Credit Facilities by Moody's Investors Service, Inc. ("Moody's"); further assurances with respect to Guarantees, security interests and Collateral; and payment of taxes, all with customary materiality qualifiers, exceptions and limitations to be mutually agreed upon.

If the Merger is not consummated on the Closing Date, the Borrower will be obligated to use commercially reasonable efforts to consummate the Merger as soon as practicable thereafter.

Negative Covenants: Usual for facilities and transactions of this type (to be applicable to the Borrower and its subsidiaries), including, without limitation, limitations on dividends or other distributions on capital stock; limitations on redemptions and repurchases of capital stock; prohibition on prepayments, redemptions and repurchases of certain junior debt; limitations on liens and sale-leaseback transactions; limitations on loans and investments; limitations on indebtedness, preferred stock of subsidiaries and hedging arrangements (which will permit the indebtedness under the Credit Facilities and other indebtedness to be mutually agreed upon); limitations on mergers, recapitalizations, acquisitions and asset sales; limitations on consolidations, liquidations and dissolutions; limitations on transactions with affiliates; limitations on restrictions on liens and other restrictive agreements; limitations on changes in business conducted; limitation on changes in the fiscal year; and limitations on amendments of certain material agreements, all with customary materiality qualifiers, exceptions and limitations to be mutually agreed upon.

The negative covenants will (i) provide for the ability to effect Permitted Acquisitions (to be defined) of entities that become Guarantors subject to pro forma compliance with covenants and other customary conditions, (ii) provide for baskets permitting investments in and acquisitions of foreign subsidiaries and for fair market value cash sales of intellectual property to foreign subsidiaries in maximum amounts and subject to ongoing license agreements to be agreed, and (iii) permit dividends and distributions on, and repurchases of, the Borrower's capital stock in aggregate cumulative amounts not in excess of $50,000,000 plus that portion of Excess Cash Flow in respect of fiscal years ending on and after December 31, 2012, not required to be applied to the prepayment of Term Loans.

Events of Default: Usual for facilities and transactions of this type, including nonpayment of principal, interest, fees or other amounts; violation of covenants; material inaccuracy of representations and warranties; cross default and cross acceleration to other material indebtedness; bankruptcy; material unsatisfied judgments the enforcement of which have not been stayed;

ERISA; actual or asserted invalidity of security documents or Guarantees; and Change in Control (to be defined), all subject to grace periods, thresholds and materiality qualifiers to be mutually agreed upon.

Voting: Amendments and waivers with respect to the Credit Documentation shall require the approval of Lenders holding more than 50% of the aggregate amount of the Term Loans and Revolving Commitments (the "Required Lenders"), except that (a) the consent of each Lender directly affected thereby shall be required with respect to (i) reductions in the amount or extensions of the scheduled date of any amortization or final maturity of any Loan, (ii) reductions in the rate of interest or any fee or extensions of any due date thereof and (iii) increases or non pro rata reductions in the amount or extensions of the expiry date of any Lender's commitment, (iv) reductions of principal, interest or fees (provided that waiver of a default or amendment of a financial definition shall not constitute a reduction of interest for this purpose), and (b) the consent of 100% of the Lenders shall be required with respect to (i) modifications to any of the voting percentages, (ii) releases of all or substantially all the Collateral and (iii) releases of all or substantially all of the Guarantors. In addition, the Credit Documentation will provide that the Revolving Facility may be amended with the approval of a majority in interest of the Lenders under the Revolving Facility (and without the consent of other Lenders) to incorporate borrowing options in Sterling and Euro.

The Credit Documentation shall contain customary provisions permitting an extension or refinancing under the Credit Documentation of the Revolving Facility and the Term Loan Facility and customary provisions for replacing non-consenting Lenders in connection with amendments and waivers requiring the consent of all Lenders or of all Lenders directly affected thereby so long as the Required Lenders shall have consented thereto.

Assignments and Participations: The Lenders shall be permitted to assign all or a portion of their Loans and commitments (other than to a natural person) with the consent, not to be unreasonably withheld, of (a) the Borrower, unless (i) the assignee is a Lender, an affiliate of a Lender or an approved fund or (ii) an event of default has occurred and is continuing, (b) the Administrative Agent, unless a Term Loan is being assigned to a Lender, an affiliate of a Lender or an approved fund, and (c) any Issuing Lender with significant exposure, unless a Term Loan is being assigned to a Lender, an affiliate of a Lender or an approved fund. In the case of a partial assignment (other than to another Lender, an affiliate of a Lender or an approved fund), the minimum assignment amount shall be $1,000,000 (in the case of the Term Loan Facility) and

$5,000,000 (in the case of the Revolving Facility), in each case unless otherwise agreed by the Borrower and the Administrative Agent. Any required consent of the Borrower shall be deemed given unless explicitly withheld within 10 business days. The Administrative Agent shall receive a processing and recordation fee of $3,500 in connection with each assignment. The Lenders shall also be permitted to sell participations in their Loans. Participants shall have the same benefits as the selling Lenders with respect to yield protection and increased cost provisions, subject to customary limitations. Voting rights of a participant shall be limited to those matters set forth in clause (a) of the section entitled "Voting" in this Exhibit B with respect to which the affirmative vote of the Lender from which it purchased its participation would be required. Pledges of Loans in accordance with applicable law shall be permitted without restriction. Promissory notes shall be issued under the Credit Facilities only upon request.

The Credit Documentation will contain a provision that the Borrower requests Revolving Facility Lenders to consult with it prior to entering into assignments, but no Lender will have an obligation to do so.

Yield Protection: The Credit Documentation shall contain customary provisions (a) protecting the Lenders against increased costs or loss of yield resulting from changes in reserve, tax, capital adequacy and other requirements of law (provided that (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder, issued in connection therewith or in implementation thereof, and (ii) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a change in requirements of law, regardless of the date enacted, adopted, issued or implemented) and from the imposition of or changes in withholding or other taxes and (b) indemnifying the Lenders for "breakage costs" incurred in connection with, among other things, any prepayment of a Eurodollar Loan on a day other than the last day of an interest period with respect thereto.

Defaulting Lenders: The Credit Documentation shall contain customary provisions relating to "defaulting" Lenders (including provisions relating to reallocation of participations in, or the Borrower providing cash collateral to support, Swingline Loans or Letters of Credit, to the suspension of voting rights and rights to receive certain fees, and to termination or assignment of the Revolving Commitments or Loans of such Lenders).

Expenses and Indemnification:	Regardless of whether the Closing Date occurs, the Borrower shall pay (a) all reasonable out-of-pocket expenses of the Administrative Agent and JPMorgan associated with the syndication of the Credit Facilities and the preparation, execution, delivery and administration of the Credit Documentation and any amendment or waiver with respect thereto (including the reasonable fees, disbursements and other charges of a single counsel plus local counsel as necessary) and (b) all reasonable out-of-pocket expenses of the Administrative Agent (including the fees, disbursements and other charges of counsel) in connection with the enforcement of the Credit Documentation. The Borrower will indemnify the Administrative Agent, the Lead Arrangers, the Joint Bookrunners, the Lenders and their affiliates and their affiliates' directors, officers, employees, agents, advisors, representatives and controlling persons, for, and hold them harmless from and against, all losses, claims, damages, liabilities and expenses (including reasonable fees, disbursements and other charges of counsel) and liabilities of any such indemnified person arising out of or relating to any claim, litigation, investigation or other proceeding (whether or not any such indemnified person is a party thereto and regardless of whether any of the foregoing is brought by the Borrower or by a third party) relating to, based upon or resulting from the Transactions, the Credit Facilities or any transaction contemplated thereby; provided that such indemnity shall not, as to any indemnitee, be available to the extent that such costs, expenses and liabilities are found in a final, nonappealable judgment of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of, or material breach of the Credit Documentation by, such indemnified person (or its related parties).
Governing Law and Exclusive Forum:	New York.
Counsel to the Administrative Agent and the Commitment Parties:	Cravath, Swaine & Moore LLP.

INTEREST AND CERTAIN FEES

Interest Rates: Loans outstanding under the Credit Facilities will bear interest, at the option of the Borrower, with respect to loans made under the Term Loan Facility and the Revolving Facility, initially at the Eurodollar Rate plus 2.00% or ABR plus 1.00%.

Following delivery by the Borrower to the Lenders of financial statements for the first fiscal quarter ending after the Closing Date, the interest rate margins applicable to the Facilities will be determined by reference to the leverage-based pricing grid set forth below (the "Pricing Grid").

As used herein:

"ABR" means the highest of (i) the rate of interest publicly announced by JPMorgan Chase Bank, N.A. as its prime rate in effect at its principal office in New York City (the "Prime Rate"), (ii) the federal funds effective rate from time to time plus 0.50% and (iii) the Eurodollar Rate applicable on any day for an interest period of one month plus 1.00%.

"Eurodollar Rate" means the rate (adjusted for statutory reserve requirements for eurocurrency liabilities) for eurodollar deposits for a period equal to one, two, three or six months (or, if agreed to by all Lenders, nine or twelve months) (as selected by the Borrower) appearing on LIBOR01 Page published by Reuters.

"ABR Loans" means Loans bearing interest based upon the ABR.

"Eurodollar Loans" means Loans bearing interest based upon the Eurodollar Rate.

Interest Payment Dates: In the case of ABR Loans, quarterly in arrears.

In the case of Eurodollar Loans, on the last day of each relevant interest period and, in the case of any interest period longer than three months, on each successive date three months after the first day of such interest period.

Commitment Fees: The Borrower shall pay a commitment fee calculated at a rate per annum equal to (i) initially, 0.375% and (ii) following delivery by the Borrower to the Lenders of financial statements for the first fiscal quarter ending after the Closing Date, a rate determined by reference to the Pricing Grid, on the daily unused portion of the Revolving Facility, payable quarterly in arrears. Swingline Loans shall, for purposes of the commitment fee

calculations only, not be deemed to be a utilization of the Revolving Facility.

Letter of Credit Fees: The Borrower shall pay a fee on the face amount of each Letter of Credit at a per annum rate equal to the interest rate spread then in effect with respect to Eurodollar Loans under the Revolving Facility. Such fee shall be shared ratably among the Lenders participating in the Revolving Facility and shall be payable quarterly in arrears.

A fronting fee in an amount to be agreed on the face amount of each Letter of Credit shall be payable quarterly in arrears to the Issuing Lender for its own account. In addition, customary administrative, issuance, amendment, payment and negotiation charges shall be payable to the Issuing Lender for its own account.

Default Rate: At any time when the Borrower is in default in the payment of any amount under the Credit Facilities, after giving effect to any applicable grace period, all outstanding amounts under the Credit Facilities shall bear interest at 2.00% per annum above the rate otherwise applicable thereto (or, in the event there is no applicable rate, 2.00% per annum in excess of the rate otherwise applicable to Revolving Loans maintained as ABR Loans from time to time).

Delayed Draw Ticking Fee: 0.375% per month on the aggregate amount of undrawn loans under the Term Loan Facility from the Closing Date to the earlier of (i) the date that is 90 days after the Closing Date and (ii) if earlier, the Merger Date, payable on the earlier of the Merger Date and the date 90 days after the Closing Date, if applicable.

Rate and Fee Basis: All per annum rates shall be calculated on the basis of a year of 360 days (or 365/366 days, in the case of interest on ABR Loans which is then based on the Prime Rate) for actual days elapsed.

Pricing Grid

Leverage Ratio	Eurodollar Rate	ABR	Commitment Fee Rate
³ 3.5x	2.50%	1.50%	0.500%
< 3.5x and ³ 3.0x	2.25%	1.25%	0.500%
< 3.0x and ³ 2.5x	2.00%	1.00%	0.375%
< 2.5x and ³ 2.0x	1.75%	0.75%	0.375%
< 2.0x and ³ 1.5x	1.50%	0.50%	0.300%
< 1.5x	1.25%	0.25%	0.250%

EXHIBIT C

PROJECT RANGER
$1,400,000,000 Senior Secured Credit Facilities
Summary of Additional Conditions Precedent

The availability of the Credit Facilities shall be subject to the satisfaction of the following conditions (subject to the Limited Conditionality Provision). Capitalized terms used but not defined herein have the meanings set forth in the Commitment Letter to which this Exhibit C is attached and in Exhibits A and B thereto.

1. On or prior to the Closing Date, the Tender Offer shall have been consummated in accordance with the terms of the Purchase Agreement (including without limitation satisfaction of the conditions to the consummation of the Tender Offer set forth in Exhibit A to the Purchase Agreement) and applicable law. No provision of the Purchase Agreement and no condition to the Merger (if effected on the Closing Date) or the Tender Offer, as applicable, shall have been amended or waived, and no consent shall have been given thereunder, in any manner that is materially adverse to the interests of the Commitment Parties or the Lenders without the prior written consent of the Commitment Parties. Without limiting the foregoing, all materials initially required to be filed by the Borrower, the Target or their affiliates under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), in order for the Acquisition to be lawfully consummated and to commence the waiting period under the HSR Act shall have been filed with the Federal Trade Commission and the Antitrust Division of the United States Department of Justice not later than the fifth business day after the date of the Commitment Letter.

2. The Borrower shall acquire in the Tender Offer a majority of the then outstanding shares of common stock of the Target on a fully-diluted basis, excluding any shares tendered in the Tender Offer under guaranteed delivery arrangements, and at least a sufficient number of shares of common stock such that, under applicable law, the Borrower can approve the Merger without the consent of any other shareholder of the Target.

3. Each party thereto shall have executed and delivered the Credit Documentation on terms consistent with the Commitment Letter, and the Commitment Parties shall have received:

a. customary closing certificates and legal opinions; and

b. a solvency certificate from the chief financial officer of the Borrower, in form and substance reasonably acceptable to the Commitment Parties, certifying that the Borrower and its subsidiaries, on a consolidated basis after giving effect to the Transactions and the other transactions contemplated hereby, are solvent.

4. On the Closing Date, after giving effect to the Transactions, neither the Borrower nor any of its subsidiaries (including the Target) shall have any material indebtedness for borrowed money other than the Credit Facilities and capital leases and purchase money indebtedness generally consistent with such indebtedness as in effect on the date of the Commitment Letter; provided that, notwithstanding the foregoing, the existing bank credit facility of the Target may remain outstanding after the Closing Date, but not later than the Merger Date, if waivers of change of control defaults or other arrangements satisfactory to the Administrative Agent are in place on the Closing Date. Without limiting the foregoing, the existing bank credit facilities of the Borrower and (except as otherwise provided above) the Target shall have been terminated, all outstanding amounts and accrued and unpaid fees or other

amounts owing thereunder shall have been paid, and all liens and security interests securing any obligations thereunder shall have been released.

5. The Commitment Parties shall have received complete and correct copies of the definitive Purchase Agreement (including all exhibits, schedules, annexes and other attachments thereto and other agreements related thereto), and such definitive documentation shall be reasonably acceptable to the Commitment Parties (it being agreed that the draft of the Purchase Agreement dated July 11, 2011 (including all exhibits, schedules, annexes and other attachments thereto and other agreements related thereto), as furnished to the Commitment Parties, is acceptable to the Commitment Parties).

6. There shall not have occurred following the execution of the Purchase Agreement any state of facts, condition, change, development or event with respect to the Target which, individually or in the aggregate, has had or would reasonably be expected to have a Target Material Adverse Effect. For purposes hereof, "Target Material Adverse Effect" means (x) a material adverse effect on the financial condition, properties, assets, liabilities, business or results of operations of the Target and its subsidiaries, taken as a whole, or (y) an effect that prevents, materially impedes or materially delays the Target from consummating the transactions contemplated by the Purchase Agreement; provided, however, that none of the following shall be deemed, either alone or in combination to constitute, a Target Material Adverse Effect pursuant to clause (x) above: (A) changes or conditions generally affecting the economy or financial or capital markets or generally affecting the payment systems industry, in the United States or elsewhere in the world, except to the extent such changes or conditions disproportionately affect the Target and its subsidiaries, taken as a whole, as compared to other Persons engaged in similar businesses, (B) war, acts of terrorism, national or international calamity or other similar event, (C) changes in applicable Law or GAAP, or the interpretation thereof by any Governmental Entity, except to the extent such changes disproportionately affect the Target and its subsidiaries, taken as a whole, as compared to other Persons engaged in similar businesses, (D) the announcement or pendency of the Purchase Agreement or the transactions contemplated thereby, including any actions of competitors, customers, employees, suppliers, distributors, licensors, licensees, partners or third parties in a similar relationship with the Target resulting from such announcement, (E) the taking of any actions contemplated by the Purchase Agreement or requested by the Borrower or the failure to take actions prohibited by the Purchase Agreement, (F) fees or expenses incurred in connection with the transactions contemplated by the Purchase Agreement, or (G) failure, in and of itself, by the Target to meet analysts' or internal projections or a change in the Target's stock price or trading value (it being understood that the underlying causes of any such failure shall not be excluded by this clause (G)).

7. The closing of the Credit Facilities shall have occurred on or before the Expiration Date.

8. The Commitment Parties shall have received (a) audited consolidated balance sheets and related statements of income, stockholders' equity and cash flows of each of the Borrower and its subsidiaries and the Target and its subsidiaries, in each case for the three most recently completed fiscal years ended at least 90 days before the Closing Date and (b) unaudited consolidated balance sheets and related statements of income, stockholders' equity and cash flows of each of the Borrower and its subsidiaries and the Target and its subsidiaries, in each case for each subsequent fiscal quarter ended at least 45 days before the Closing Date.

9. The Commitment Parties shall have received a pro forma consolidated balance sheet and related pro forma consolidated statement of income of the Borrower and its subsidiaries (including the Target) as of and for the twelve-month period ending on the last day of the most recently completed four-fiscal quarter period ended at least 45 days prior to the Closing Date, prepared after

giving effect to the Transactions as if the Transactions had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of such statement of income).

10. The Administrative Agent shall have received, at least five days prior to the Closing Date, all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act.

11. All fees and expenses due to the Commitment Parties and the Lenders shall have been paid or shall have been authorized to be deducted from the proceeds of the initial fundings under the Credit Facilities.

12. All documents required to create and perfect the Administrative Agent's first priority security interest (subject to liens permitted under the Credit Documentation) in the Collateral under the Credit Facilities shall have been taken (subject to the Limited Conditionality Provision).

13. On the Closing Date, the Commitment Parties shall have received a certificate from the chief financial officer of the Borrower certifying, and including calculations in reasonable detail demonstrating, that the Borrower and its subsidiaries (including the Target and its subsidiaries), on a consolidated pro forma basis giving effect to the Transactions, are in compliance with the Leverage Ratio financial covenant as of the Closing Date (calculated on the basis of pro forma EBITDA for the period of four consecutive fiscal quarters most recently ended at least 45 days prior to the Closing Date). In the event the Merger does not take place on the Closing Date, such calculation shall be based on the assumptions that the Merger had occurred on the Closing Date, that all the Term Loans have been drawn and that Revolving Loans have been drawn in such additional amount as would have been required to consummate the Merger on the Closing Date.

Exhibit (d)(4)

EXECUTION COPY

NONCOMPETITION AGREEMENT

THIS NONCOMPETITION AGREEMENT (this "***Agreement***"), is made and entered into this 11th day of July 2011, by and between John Heyman, an individual resident of the State of Georgia ("***Shareholder***"), Radiant Systems, Inc., a Georgia corporation, ("***Company***"), and NCR Corporation, a Maryland corporation ("***Buyer***").

W I T N E S S E T H:

WHEREAS, Shareholder is a current shareholder and the Chief Executive Officer of Company, and pursuant to and subject to the terms of that certain Agreement and Plan of Merger, dated as of the date hereof, among Company, Ranger Acquisition Corporation, a Georgia corporation, (the "***Merger Sub***") and Buyer (the "***Merger Agreement***") and that certain Tender and Voting Agreement, dated as of the date hereof, among Buyer, Merger Sub and certain shareholders of the Company, including but not limited to Shareholder (the "***Voting Agreement***"), Shareholder will tender and sell all of the Subject Shares (as defined in the Voting Agreement) held by Shareholder to Buyer, and Buyer shall purchase such Subject Shares and all of the Company Options, Common Stock Units and Company Restricted Shares held by Shareholder shall be deemed fully vested and Shareholder shall receive consideration therefor; and

WHEREAS, the execution and delivery of this Agreement is an inducement to and condition precedent to Buyer's and Merger Sub's entering into the Merger Agreement, the Voting Agreement and the transactions contemplated thereby.

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

Section 1. Noncompetition.

1.1 **Definitions.** Capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings as set forth in the Merger Agreement. The following terms, as used herein, have the meanings set forth below:

(a) "***Competitive Offerings***" means any (i) point of sale and self-service kiosk hardware and associated peripheral devices including but not limited to customer displays, tablets, handhelds, specialty devices, printers and scanners; (ii) point of sale software, self-service kiosk software and software sold in conjunction with point of sale and self-service kiosks and sold primarily in Company's current end markets, including but not limited to site, host-based and SaaS offerings; and (iii) field services, back-office services, technical services, consulting services and SaaS services related to items (i) and (ii), above.

(b)"***Confidential Information***" means any data or information of Company or its Subsidiaries, other than Trade Secrets, which is confidential, proprietary, secret and/or valuable with respect to the Company and its Subsidiaries (including confidential information of third parties which has been provided to the Company, its Subsidiaries and/or to Shareholder in conjunction with his services as an officer, director or employee of the Company and any such Person is obligated to treat as confidential) including, without limitation, general business information, industry information, analyses, and other information of a proprietary nature that relates to Company or any of its Subsidiaries or was developed or compiled by Company or any of its Subsidiaries. Notwithstanding anything to the contrary herein "Confidential Information" shall not include any information that (1) has become generally known to the

public through no wrongful act of Shareholder; (2) has been rightfully received by Shareholder from a third party without restriction on disclosure and without breach of an obligation of confidentiality running directly or indirectly to Company or any of its Subsidiaries; (3) has been approved for release to the general public by a written authorization of Company; or (4) has been independently developed by Shareholder without use, directly or indirectly, of any Confidential Information or Trade Secrets.

(c) "***Material Contact***" means contact between Shareholder and each customer, client or potential customer or client (i) with whom or which Shareholder dealt on behalf of the Company or any of its Subsidiaries, (ii) with respect to whom or which Shareholder facilitated sales or other business transactions on behalf of the Company or any of its Subsidiaries, or (iii) whose dealings with the Company or its Subsidiaries were coordinated or supervised by Shareholder.

(d) "***Restricted Competitor"*** means any of the companies listed on Exhibit A hereto, which is incorporated herein by this reference, each of whom Shareholder acknowledges is a direct competitor of the Company.

(e) "***Restricted Period***" means the period beginning on the Effective Date and ending on the second anniversary of the Effective Date;

(f) "***Restricted Territory***" means that geographic area comprised of the states and countries listed on Exhibit B hereto, which is incorporated herein by this reference, and any other country in which the Company or its Subsidiaries has conducted business in the two years prior to the Effective Date;

(g) "***Trade Secrets***" means information of Company or its Subsidiaries, without regard to form, including, but not limited to, technical or nontechnical data, a formula, an algorithm, a computer code, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) that is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

1.2 **Trade Secrets and Confidential Information.**

(a) **Trade Secrets.** Shareholder hereby agrees that Shareholder will protect and maintain the confidentiality of, not disclose or publish to any third party, copy or make use of any Trade Secrets for so long as the pertinent information remains trade secret information under Georgia law (and, in any event, no less than the Restricted Period), regardless of whether the Trade Secrets are in written or tangible form, without the prior written consent of Buyer. Nothing in this Agreement shall diminish (i) the rights of Company regarding the protection of trade secrets and other intellectual property pursuant to applicable Law, or (ii) Shareholder's independent and pre-existing obligations at law with respect to trade secrets, his duty of loyalty, and his fiduciary duties.

(b) **Confidential Information.** Shareholder acknowledges that all Confidential Information is the valuable, unique, and special asset of the Company and its Subsidiaries and that the Company and its Subsidiaries own the sole and exclusive right, title, and interest in and to this Confidential Information. Shareholder hereby agrees that, during the Restricted Period, Shareholder will protect and maintain the confidentiality of, not disclose or publish to any third party, copy or make use of any Confidential Information, without the prior written consent of Company.

1.3 **Noncompetition.**

(a) **Acknowledgment.** Shareholder acknowledges that Buyer would not consummate the transactions contemplated by the Merger Agreement, the Voting Agreement and the transaction documents contemplated thereby without the assurance that Shareholder will not engage in the transactions and activities prohibited by this Section 1.3 as and for the periods set forth herein. In order to induce Buyer to consummate the transactions contemplated by the Merger Agreement and the Voting Agreement, including but not limited to the purchase by Merger Sub of the Shareholder's Subject Shares, Shareholder agrees to the restrictions set forth in this Section 1.3.

(b) **Noncompetition Covenant.** Shareholder agrees that, during the Restricted Period, Shareholder shall not, in the Restricted Territory, directly or indirectly (i) engage in the development or sale of Competitive Offerings on his own behalf; (ii) engage in or perform any service for any Person (other than Company or any of its Subsidiaries), in the Restricted Territory, that develops or sells any Competitive Offerings in a capacity, in which Shareholder performs any duties and responsibilities that are the same as or similar to any of the duties performed by Shareholder while employed by the Company; or (iii) engage in or perform any service for any Restricted Competitor in a capacity in which Shareholder performs any duties and responsibilities that are the same as or similar to any of the duties performed by Shareholder while employed by the Company.

(c) **Nonsolicitation of Business Relationships**. During the Restricted Period, Shareholder agrees not to solicit, directly, by assisting others, or by any indirect means, any business from any of the Company's or its Subsidiaries' customers or clients, including prospective customers or clients, with whom Shareholder has had Material Contact at any time in the two years preceding the Effective Date, for the purpose of providing Competitive Offerings.

(d) **Nonsolicitation of Employees.** Shareholder hereby agrees that Shareholder will not, during the Restricted Period, directly or indirectly, solicit, recruit or hire (or attempt to solicit, recruit or hire) or otherwise assist any Person in soliciting, recruiting or hiring any employee of Company or its Subsidiaries or any natural person that is an employee of the Company or its Subsidiaries as of or subsequent to the Effective Date without the prior written consent of Buyer; provided however, that nothing in this Section 1.3(d) shall (i) prohibit the soliciting, recruiting or hiring of any natural person who applied for employment solely in response to any public medium advertising, provided Shareholder otherwise abides by the restrictions in this Section 1.3(d), or (ii) prohibit the hiring of any natural person whose employment with Company or any of its Subsidiaries terminated at least six months prior to the date of such solicitation or recruitment for a bona fide reason not designed or intended to circumvent the provisions of this Section 1.3(d), so long as such natural person was not solicited or recruited by Shareholder prior to the expiration of such six month period.

1.4 **Severability.** The parties agree that the provisions contained herein are reasonable and are not known or believed to be in violation of any federal, state, or local law, rule, or regulation. It is the reasonable intent and expectation of the parties that these protective covenants shall be enforced in accordance with their terms. However, if a judicial determination is made that any of the provisions of this Agreement constitutes an unreasonable or otherwise unenforceable restriction against Shareholder, or is otherwise unenforceable, including without limitation, any portion or portions of the Restricted Territory, Competitive Offerings, any prohibited business activity or any time period, the parties agree that the court shall modify the provision(s) (or subpart(s) thereof) to make the provision(s) (or subpart(s) thereof) valid and enforceable to the fullest extent permitted by applicable laws, and to apply the provisions of this Agreement to the modified portion or portions of any such provision. Any illegal or unenforceable provision (or subpart thereof), or any modification by any court, shall not affect the remainder of this Agreement, which shall continue at all times to be valid and enforceable in accordance

with its terms. Moreover, notwithstanding whether any provision of this Agreement is determined not to be specifically enforceable, Company and Buyer shall in all instances be entitled to seek and recover monetary damages as a result of the breach of such provision by Shareholder.

1.5 **Injunctive Relief.** Shareholder hereby agrees that any remedy at law for any breach or threatened breach of the provisions contained this Agreement shall be inadequate and that Company and Buyer shall be entitled to seek injunctive relief and specific performance. Shareholder agrees that if any court of competent jurisdiction should enjoin any breach or threatened breach of this Agreement upon the request of Company or Buyer, Shareholder specifically releases Company and Buyer from the requirement of, and waives any right to, the posting of a bond in connection with temporary or interlocutory injunctive relief, to the extent permitted by law.

1.6 **Relief for Damages; Indemnification.** In addition to any injunctive relief and specific performance that may be available to the Company and Buyer under Section 1.5, the Company and the Buyer shall be entitled to seek any and all losses, damages, judgments, costs and expenses (including, but not limited to, reasonable legal fees and expenses) resulting from or caused by any breach or default in performance by Shareholder of any covenant or agreement of Shareholder contained in this Agreement (hereafter, "***Damages***"). The Company and Buyer's sole available remedies in the event of any breach or default in performance by Shareholder of any covenant or agreement of Shareholder contained in this Agreement are injunctive relief and specific performance pursuant to Section 1.5 and/or Damages pursuant to this Section 1.6. Shareholder hereby agrees to indemnify and hold harmless, to the fullest extent permitted by law, Company and Buyer from, against and in respect of any and all Damages.

Section 2. Payment to Shareholder. Shareholder acknowledges that this Agreement is entered into in connection with and as an inducement for the Buyer and Merger Sub to enter into the Merger Agreement and the Voting Agreement, pursuant to which Merger Sub will purchase the Subject Shares from Shareholder. As specific further consideration for the covenants contained herein, Buyer has agreed (a) to include in the Merger Agreement that Shareholder will receive the "Award Balance" as defined in and provided pursuant to the second sentence of Section 4.5(c) of the Merger Agreement, and that such Award Balance shall be paid notwithstanding any separation of service requirement for such payment, (b) that Shareholder will receive 100% of the target cash bonus for 2011 as defined in and provided pursuant to the third sentence of Section 6.12(a) of the Merger Agreement, and (c) that the Company shall pay to Shareholder an amount equal to one month of Shareholder's base salary as in effect on the date hereof (all subject to normal withholdings and deductions). Buyer further agrees that Shareholder shall be a third party beneficiary with respect to the provisions set forth in Section 6.12(d) of the Merger Agreement.

Section 3. Representations and Warranties of Shareholder. Shareholder hereby represents and warrants to Company and Buyer that: (a) Shareholder has the right, power and capacity to execute, deliver and perform this Agreement, (b) this Agreement has been duly executed and delivered by Shareholder and constitutes a legal, valid and binding obligation of Shareholder enforceable against Shareholder in accordance with its terms, and (c) the execution, delivery and performance by Shareholder of Shareholder's obligations under this Agreement will not, with or without the giving of notice or the lapse of time, or both, (i) violate any provision of any federal, state or local or any foreign statute, law, rule, regulation, ordinance, code, order, judgment, decree or any other requirement or rule of law applicable to Shareholder, or (ii) violate, conflict with, or result in a breach or default under, or cause the termination of, any term or condition of any court order, agreement, document or other instrument to which Shareholder or Company is a party or by which Shareholder or Company is bound.

Section 4. Miscellaneous.

4.1 **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of Company and Buyer and their respective successors and assigns, and Shareholder and his heirs, representatives, and assigns; provided, however, that Shareholder shall not be entitled to assign or delegate any of his rights or obligations hereunder without the prior written consent of Buyer, which may be granted or withheld in Buyer's sole and absolute discretion, for any reason or no reason.

4.2 **Governing Law.** This Agreement, and the relations created by it and any claims related to the subject matter hereof shall be governed by and construed in accordance with the domestic substantive laws of the State of Georgia, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

4.3 **Headings.** The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

4.4 **Notices.** Any notice or communication required or permitted hereunder (each a "***Notice***") shall be in writing, shall be effective when received and shall in any event be deemed to have been received (a) when delivered, if delivered personally or by commercial delivery, (b) three (3) business days after deposit with U.S. Mail, if mailed by registered or certified mail (return receipt requested), (c) one (1) business day after the business day of deposit with Federal Express, UPS or a similar overnight courier for next day delivery (or two (2) business days after such deposit if deposited for second business day delivery), if delivered by such means, or (d) one (1) business day after delivery by facsimile transmission with copy by U.S. Mail, if sent via facsimile plus mail copy (with acknowledgement of complete transmission), to the parties at the following addresses (or at such other address for a party as shall be specified by like Notice):

if to Buyer:

NCR Corporation
General Counsel/Notices, 2nd Floor
3097 Satellite Boulevard
Duluth, Georgia 30096
Fax: 866-680-1059

with a copy to:

Womble Carlyle Sandridge & Rice PLLC
271 17th Street, N.W., Suite 2400
Atlanta, Georgia 30363
Attention: Sharon McBrayer Johnson
Fax: (404) 870-4825

if to Company:

Radiant Systems, Inc.
Attention: General Counsel
3925 Brookside Parkway
Alpharetta, Georgia 30022
Fax: (770) 754-7790

with a copy to Buyer if after the Effective Date

if to Shareholder:

John Heyman
1275 Lanier Place
Atlanta, GA 30306

with a copy to:

McKenna, Long & Aldridge, LLP
303 Peachtree Street, NE
Suite 5300

Atlanta, GA 30308-3265
Attention Jeffrey K. Haidet
Fax: (404) 527-4198

Each of the parties hereto shall be entitled to specify a different address by delivering notice as aforesaid to each of the other parties hereto.

4.5 **Entire Agreement.** This Agreement is intended by the parties hereto to be the final expression of their agreement with respect to the subject matter hereof and is the complete and exclusive statement of the terms thereof, notwithstanding any representations, statements or agreements to the contrary heretofore made. Specifically, this Agreement supersedes the terms and obligations of Shareholder pursuant to that certain Confidentiality and Non-Solicitation Agreement entered into between Shareholder and Company. This Agreement may be modified only by a written instrument signed by each of the parties hereto.

4.6 **Consent to Jurisdiction, Etc.** Each of the parties irrevocably submits to the exclusive jurisdiction of the United States District Court for the Northern District of Georgia, (and if jurisdiction in such court shall be unavailable, the Business Courts of the Superior Court of Fulton County, Georgia) for the purposes of any suit, action or other proceeding arising out of this Agreement or relating to the subject matter hereof. Each of the parties agrees that any action, suit or proceeding relating hereto shall be brought, tried and determined only in the United States District Court for the Northern District of Georgia, (and if jurisdiction in such court shall be unavailable, the Business Courts of the Superior Court of Fulton County, Georgia). Each of the parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the subject matter hereof in the United States District Court for the Northern District of Georgia, (and if jurisdiction in such court shall be unavailable, the Business Courts of the Superior Court of Fulton County, Georgia), and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Each of the parties irrevocably and unconditionally waives any right to a trial by jury, and expressly consents that all matters shall be tried to and decided by a judge of the court in which the action, suit or proceeding is filed.

4.7 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

4.8 **Effective Date.** This Agreement shall take effect on the date of the Offer Closing (the ***"Effective Date").*** The parties agree that this Agreement shall not take effect and no party shall have any obligation under this Agreement if for any reason the Merger Agreement is terminated prior to the Offer Closing.

[Signature Page to Follow]

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

Buyer:
NCR Corporation

By: /s/ Andrea L. Ledford
Name: Andrea L. Ledford
Title: Senior Vice President, Human Resources

Company:
Radiant Systems, Inc.

By: /s/ Mark E. Haidet
Name: Mark E. Haidet
Title: Chief Financial Officer

Shareholder:

/s/ John Heyman
John Heyman

[Signature Page to Noncompetition Agreement]

EXHIBIT A

Restricted Competitors

Casio America Inc.
Dell Inc.
VeriFone Systems, Inc.
Retalix Ltd.
Micros Systems Inc.
PAR Technology Corporation
Panasonic Corporation
The Pinnacle Corporation
Retail Pro International, LLC
International Business Machines Corporation

EXHIBIT B

Restricted Territory

The following states of the United States of America:

Alabama
Alaska
Arizona
Arkansas
California
Colorado
Connecticut
Delaware
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota

Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

The following countries:

Belize
El Salvador
Honduras
Panama
Costa Rica
Guatemala
Nicaragua
Mexico
Canada

Exhibit (d)(5)

EXECUTION COPY

NONCOMPETITION AGREEMENT

THIS NONCOMPETITION AGREEMENT (this "***Agreement***"), is made and entered into this 11th day of July 2011, by and between Alon Goren, an individual resident of the State of Georgia ("***Shareholder***"), Radiant Systems, Inc., a Georgia corporation, ("***Company***"), and NCR Corporation, a Maryland corporation ("***Buyer***").

W I T N E S S E T H:

WHEREAS, Shareholder is a current shareholder and the Chief Executive Officer of Company, and pursuant to and subject to the terms of that certain Agreement and Plan of Merger, dated as of the date hereof, among Company, Ranger Acquisition Corporation, a Georgia corporation, (the "***Merger Sub***") and Buyer (the "***Merger Agreement***") and that certain Tender and Voting Agreement, dated as of the date hereof, among Buyer, Merger Sub and certain shareholders of the Company, including but not limited to Shareholder (the "***Voting Agreement***"), Shareholder will tender and sell all of the Subject Shares (as defined in the Voting Agreement) held by Shareholder to Buyer, and Buyer shall purchase such Subject Shares and all of the Company Options, Common Stock Units and Company Restricted Shares held by Shareholder shall be deemed fully vested and Shareholder shall receive consideration therefor; and

WHEREAS, the execution and delivery of this Agreement is an inducement to and condition precedent to Buyer's and Merger Sub's entering into the Merger Agreement, the Voting Agreement and the transactions contemplated thereby.

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

Section 1. Noncompetition.

1.1 **Definitions.** Capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings as set forth in the Merger Agreement. The following terms, as used herein, have the meanings set forth below:

(a) "***Competitive Offerings***" means any (i) point of sale and self-service kiosk hardware and associated peripheral devices including but not limited to customer displays, tablets, handhelds, specialty devices, printers and scanners; (ii) point of sale software, self-service kiosk software and software sold in conjunction with point of sale and self-service kiosks and sold primarily in Company's current end markets, including but not limited to site, host-based and SaaS offerings; and (iii) field services, back-office services, technical services, consulting services and SaaS services related to items (i) and (ii), above.

(b) "***Confidential Information***" means any data or information of Company or its Subsidiaries, other than Trade Secrets, which is confidential, proprietary, secret and/or valuable with respect to the Company and its Subsidiaries (including confidential information of third parties which has been provided to the Company, its Subsidiaries and/or to Shareholder in conjunction with his services as an officer, director or employee of the Company and any such Person is obligated to treat as confidential) including, without limitation, general business information, industry information, analyses, and other information of a proprietary nature that relates to Company or any of its Subsidiaries or was developed or compiled by Company or any of its Subsidiaries. Notwithstanding anything to the contrary herein "Confidential Information" shall not include any information that (1) has become generally known to the

public through no wrongful act of Shareholder; (2) has been rightfully received by Shareholder from a third party without restriction on disclosure and without breach of an obligation of confidentiality running directly or indirectly to Company or any of its Subsidiaries; (3) has been approved for release to the general public by a written authorization of Company; or (4) has been independently developed by Shareholder without use, directly or indirectly, of any Confidential Information or Trade Secrets.

(c) "***Material Contact***" means contact between Shareholder and each customer, client or potential customer or client (i) with whom or which Shareholder dealt on behalf of the Company or any of its Subsidiaries, (ii) with respect to whom or which Shareholder facilitated sales or other business transactions on behalf of the Company or any of its Subsidiaries, or (iii) whose dealings with the Company or its Subsidiaries were coordinated or supervised by Shareholder.

(d) "***Restricted Competitor***" means any of the companies listed on Exhibit A hereto, which is incorporated herein by this reference, each of whom Shareholder acknowledges is a direct competitor of the Company.

(e) "***Restricted Period***" means the period beginning on the Effective Date and ending on the second anniversary of the Effective Date;

(f) "***Restricted Territory***" means that geographic area comprised of the states and countries listed on Exhibit B hereto, which is incorporated herein by this reference, and any other country in which the Company or its Subsidiaries has conducted business in the two years prior to the Effective Date;

(g) "***Trade Secrets***" means information of Company or its Subsidiaries, without regard to form, including, but not limited to, technical or nontechnical data, a formula, an algorithm, a computer code, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) that is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

1.2 **Trade Secrets and Confidential Information.**

(a) **Trade Secrets.** Shareholder hereby agrees that Shareholder will protect and maintain the confidentiality of, not disclose or publish to any third party, copy or make use of any Trade Secrets for so long as the pertinent information remains trade secret information under Georgia law (and, in any event, no less than the Restricted Period), regardless of whether the Trade Secrets are in written or tangible form, without the prior written consent of Buyer. Nothing in this Agreement shall diminish (i) the rights of Company regarding the protection of trade secrets and other intellectual property pursuant to applicable Law, or (ii) Shareholder's independent and pre-existing obligations at law with respect to trade secrets, his duty of loyalty, and his fiduciary duties.

(b) **Confidential Information.** Shareholder acknowledges that all Confidential Information is the valuable, unique, and special asset of the Company and its Subsidiaries and that the Company and its Subsidiaries own the sole and exclusive right, title, and interest in and to this Confidential Information. Shareholder hereby agrees that, during the Restricted Period, Shareholder will protect and maintain the confidentiality of, not disclose or publish to any third party, copy or make use of any Confidential Information, without the prior written consent of Company.

1.3 **Noncompetition.**

(a) **Acknowledgment.** Shareholder acknowledges that Buyer would not consummate the transactions contemplated by the Merger Agreement, the Voting Agreement and the transaction documents contemplated thereby without the assurance that Shareholder will not engage in the transactions and activities prohibited by this Section 1.3 as and for the periods set forth herein. In order to induce Buyer to consummate the transactions contemplated by the Merger Agreement and the Voting Agreement, including but not limited to the purchase by Merger Sub of the Shareholder's Subject Shares, Shareholder agrees to the restrictions set forth in this Section 1.3.

(b) **Noncompetition Covenant.** Shareholder agrees that, during the Restricted Period, Shareholder shall not, in the Restricted Territory, directly or indirectly (i) engage in the development or sale of Competitive Offerings on his own behalf; (ii) engage in or perform any service for any Person (other than Company or any of its Subsidiaries), in the Restricted Territory, that develops or sells any Competitive Offerings in a capacity, in which Shareholder performs any duties and responsibilities that are the same as or similar to any of the duties performed by Shareholder while employed by the Company; or (iii) engage in or perform any service for any Restricted Competitor in a capacity in which Shareholder performs any duties and responsibilities that are the same as or similar to any of the duties performed by Shareholder while employed by the Company.

(c) **Nonsolicitation of Business Relationships**. During the Restricted Period, Shareholder agrees not to solicit, directly, by assisting others, or by any indirect means, any business from any of the Company's or its Subsidiaries' customers or clients, including prospective customers or clients, with whom Shareholder has had Material Contact at any time in the two years preceding the Effective Date, for the purpose of providing Competitive Offerings.

(d) **Nonsolicitation of Employees.** Shareholder hereby agrees that Shareholder will not, during the Restricted Period, directly or indirectly, solicit, recruit or hire (or attempt to solicit, recruit or hire) or otherwise assist any Person in soliciting, recruiting or hiring any employee of Company or its Subsidiaries or any natural person that is an employee of the Company or its Subsidiaries as of or subsequent to the Effective Date without the prior written consent of Buyer; provided however, that nothing in this Section 1.3(d) shall (i) prohibit the soliciting, recruiting or hiring of any natural person who applied for employment solely in response to any public medium advertising, provided Shareholder otherwise abides by the restrictions in this Section 1.3(d), or (ii) prohibit the hiring of any natural person whose employment with Company or any of its Subsidiaries terminated at least six months prior to the date of such solicitation or recruitment for a bona fide reason not designed or intended to circumvent the provisions of this Section 1.3(d), so long as such natural person was not solicited or recruited by Shareholder prior to the expiration of such six month period.

1.4 **Severability.** The parties agree that the provisions contained herein are reasonable and are not known or believed to be in violation of any federal, state, or local law, rule, or regulation. It is the reasonable intent and expectation of the parties that these protective covenants shall be enforced in accordance with their terms. However, if a judicial determination is made that any of the provisions of this Agreement constitutes an unreasonable or otherwise unenforceable restriction against Shareholder, or is otherwise unenforceable, including without limitation, any portion or portions of the Restricted Territory, Competitive Offerings, any prohibited business activity or any time period, the parties agree that the court shall modify the provision(s) (or subpart(s) thereof) to make the provision(s) (or subpart(s) thereof) valid and enforceable to the fullest extent permitted by applicable laws, and to apply the provisions of this Agreement to the modified portion or portions of any such provision. Any illegal or unenforceable provision (or subpart thereof), or any modification by any court, shall not affect the remainder of this Agreement, which shall continue at all times to be valid and enforceable in accordance

with its terms. Moreover, notwithstanding whether any provision of this Agreement is determined not to be specifically enforceable, Company and Buyer shall in all instances be entitled to seek and recover monetary damages as a result of the breach of such provision by Shareholder.

1.5 **Injunctive Relief.** Shareholder hereby agrees that any remedy at law for any breach or threatened breach of the provisions contained this Agreement shall be inadequate and that Company and Buyer shall be entitled to seek injunctive relief and specific performance. Shareholder agrees that if any court of competent jurisdiction should enjoin any breach or threatened breach of this Agreement upon the request of Company or Buyer, Shareholder specifically releases Company and Buyer from the requirement of, and waives any right to, the posting of a bond in connection with temporary or interlocutory injunctive relief, to the extent permitted by law.

1.6 **Relief for Damages; Indemnification.** In addition to any injunctive relief and specific performance that may be available to the Company and Buyer under Section 1.5, the Company and the Buyer shall be entitled to seek any and all losses, damages, judgments, costs and expenses (including, but not limited to, reasonable legal fees and expenses) resulting from or caused by any breach or default in performance by Shareholder of any covenant or agreement of Shareholder contained in this Agreement (hereafter, "***Damages***"). The Company and Buyer's sole available remedies in the event of any breach or default in performance by Shareholder of any covenant or agreement of Shareholder contained in this Agreement are injunctive relief and specific performance pursuant to Section 1.5 and/or Damages pursuant to this Section 1.6. Shareholder hereby agrees to indemnify and hold harmless, to the fullest extent permitted by law, Company and Buyer from, against and in respect of any and all Damages.

Section 2. Payment to Shareholder. Shareholder acknowledges that this Agreement is entered into in connection with and as an inducement for the Buyer and Merger Sub to enter into the Merger Agreement and the Voting Agreement, pursuant to which Merger Sub will purchase the Subject Shares from Shareholder. As specific further consideration for the covenants contained herein, Buyer has agreed (a) to include in the Merger Agreement that Shareholder will receive the "Award Balance" as defined in and provided pursuant to the second sentence of Section 4.5(c) of the Merger Agreement, and that such Award Balance shall be paid notwithstanding any separation of service requirement for such payment, (b) that Shareholder will receive 100% of the target cash bonus for 2011 as defined in and provided pursuant to the third sentence of Section 6.12(a) of the Merger Agreement, and (c) that the Company shall pay to Shareholder an amount equal to one month of Shareholder's base salary as in effect on the date hereof (all subject to normal withholdings and deductions). Buyer further agrees that Shareholder shall be a third party beneficiary with respect to the provisions set forth in Section 6.12(d) of the Merger Agreement.

Section 3. Representations and Warranties of Shareholder. Shareholder hereby represents and warrants to Company and Buyer that: (a) Shareholder has the right, power and capacity to execute, deliver and perform this Agreement, (b) this Agreement has been duly executed and delivered by Shareholder and constitutes a legal, valid and binding obligation of Shareholder enforceable against Shareholder in accordance with its terms, and (c) the execution, delivery and performance by Shareholder of Shareholder's obligations under this Agreement will not, with or without the giving of notice or the lapse of time, or both, (i) violate any provision of any federal, state or local or any foreign statute, law, rule, regulation, ordinance, code, order, judgment, decree or any other requirement or rule of law applicable to Shareholder, or (ii) violate, conflict with, or result in a breach or default under, or cause the termination of, any term or condition of any court order, agreement, document or other instrument to which Shareholder or Company is a party or by which Shareholder or Company is bound.

Section 4. Miscellaneous.

4.1 **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of Company and Buyer and their respective successors and assigns, and Shareholder and his heirs, representatives, and assigns; provided, however, that Shareholder shall not be entitled to assign or delegate any of his rights or obligations hereunder without the prior written consent of Buyer, which may be granted or withheld in Buyer's sole and absolute discretion, for any reason or no reason.

4.2 **Governing Law.** This Agreement, and the relations created by it and any claims related to the subject matter hereof shall be governed by and construed in accordance with the domestic substantive laws of the State of Georgia, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

4.3 **Headings.** The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

4.4 **Notices.** Any notice or communication required or permitted hereunder (each a "***Notice***") shall be in writing, shall be effective when received and shall in any event be deemed to have been received (a) when delivered, if delivered personally or by commercial delivery, (b) three (3) business days after deposit with U.S. Mail, if mailed by registered or certified mail (return receipt requested), (c) one (1) business day after the business day of deposit with Federal Express, UPS or a similar overnight courier for next day delivery (or two (2) business days after such deposit if deposited for second business day delivery), if delivered by such means, or (d) one (1) business day after delivery by facsimile transmission with copy by U.S. Mail, if sent via facsimile plus mail copy (with acknowledgement of complete transmission), to the parties at the following addresses (or at such other address for a party as shall be specified by like Notice):

if to Buyer:

NCR Corporation
General Counsel/Notices, 2nd Floor
3097 Satellite Boulevard
Duluth, Georgia 30096
Fax: 866-680-1059

with a copy to:

Womble Carlyle Sandridge & Rice PLLC
271 17th Street, N.W., Suite 2400
Atlanta, Georgia 30363
Attention: Sharon McBrayer Johnson
Fax: (404) 870-4825

if to Company:

Radiant Systems, Inc.
Attention: General Counsel
3925 Brookside Parkway
Alpharetta, Georgia 30022
Fax: (770) 754-7790

with a copy to Buyer if after the Effective Date

if to Shareholder:

Alon Goren
5790 Winterthur Lane
Atlanta, GA 30328

with a copy to:

McKenna, Long & Aldridge, LLP
303 Peachtree Street, NE
Suite 5300

Atlanta, GA 30308-3265
Attention Jeffrey K. Haidet
Fax: (404) 527-4198

Each of the parties hereto shall be entitled to specify a different address by delivering notice as aforesaid to each of the other parties hereto.

4.5 **Entire Agreement.** This Agreement is intended by the parties hereto to be the final expression of their agreement with respect to the subject matter hereof and is the complete and exclusive statement of the terms thereof, notwithstanding any representations, statements or agreements to the contrary heretofore made. Specifically, this Agreement supersedes the terms and obligations of Shareholder pursuant to that certain Confidentiality and Non-Solicitation Agreement entered into between Shareholder and Company. This Agreement may be modified only by a written instrument signed by each of the parties hereto.

4.6 **Consent to Jurisdiction, Etc.** Each of the parties irrevocably submits to the exclusive jurisdiction of the United States District Court for the Northern District of Georgia, (and if jurisdiction in such court shall be unavailable, the Business Courts of the Superior Court of Fulton County, Georgia) for the purposes of any suit, action or other proceeding arising out of this Agreement or relating to the subject matter hereof. Each of the parties agrees that any action, suit or proceeding relating hereto shall be brought, tried and determined only in the United States District Court for the Northern District of Georgia, (and if jurisdiction in such court shall be unavailable, the Business Courts of the Superior Court of Fulton County, Georgia). Each of the parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the subject matter hereof in the United States District Court for the Northern District of Georgia, (and if jurisdiction in such court shall be unavailable, the Business Courts of the Superior Court of Fulton County, Georgia), and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Each of the parties irrevocably and unconditionally waives any right to a trial by jury, and expressly consents that all matters shall be tried to and decided by a judge of the court in which the action, suit or proceeding is filed.

4.7 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

4.8 **Effective Date.** This Agreement shall take effect on the date of the Offer Closing (the ***"Effective Date").*** The parties agree that this Agreement shall not take effect and no party shall have any obligation under this Agreement if for any reason the Merger Agreement is terminated prior to the Offer Closing.

[Signature Page to Follow]

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

Buyer:
NCR Corporation

By: /s/ Andrea L. Ledford
Name: Andrea L. Ledford
Title: Senior Vice President, Human Resources

Company:
Radiant Systems, Inc.

By: /s/ Mark E. Haidet
Name: Mark E. Haidet
Title: Chief Financial Officer

Shareholder:

/s/ Alon Goren
Alon Goren

EXHIBIT A

Restricted Competitors

Casio America Inc.
Dell Inc.
VeriFone Systems, Inc.
Retalix Ltd.
Micros Systems Inc.
PAR Technology Corporation
Panasonic Corporation
The Pinnacle Corporation
Retail Pro International, LLC
International Business Machines Corporation

EXHIBIT B

Restricted Territory

The following states of the United States of America:

Alabama
Alaska
Arizona
Arkansas
California
Colorado
Connecticut
Delaware
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota

Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

The following countries:

Belize
El Salvador
Honduras
Panama
Costa Rica
Guatemala
Nicaragua
Mexico
Canada

July 11, 2011

Mr. Andrew S. Heyman
Chief Operating Officer
Radiant Systems, Inc.
3925 Brookside Parkway
Alpharetta, GA 30022

Re: Retention Incentive Award Agreement

Dear Andy:

NCR Corporation ("Buyer") would like to have you continue your employment for a transition period following Buyer's acquisition of Radiant Systems, Inc. ("Company"). The purpose of this retention incentive letter (this "Agreement") is to express the incentive Buyer is willing to offer in return for your agreement to continue your employment with Company for the transition period. By signing this Agreement you are confirming your willingness and intent to continue your employment with Company for such a transition period and to be bound by the restrictive covenants set forth herein.

Other Agreements

Contemporaneous with this Agreement, Buyer and Company are entering into an Agreement and Plan of Merger, dated as of July 11, 2011 among Buyer, Ranger Acquisition Corporation, ("Merger Sub") and Company (the "Merger Agreement") whereby Company will become a wholly-owned subsidiary of Buyer. At the same time and as an inducement to and in consideration for Buyer's entering into the Merger Agreement, you are entering into a Tender and Voting Agreement with Buyer and Merger Sub. Any terms not defined in this Agreement shall have the meanings specified in the Merger Agreement or in the Tender and Voting Agreement.

At the Offer Closing, you will also sign an employee agreement substantially in the form of Exhibit C with the Company, as a subsidiary of Buyer, (the "Employee Agreement") in consideration of, among other things, your continued employment with Company, the retention incentive provided hereunder in connection with such employment, and, to the extent necessary with respect to your position, Buyer granting you access to Buyer's confidential information and trade secrets and valuable relationships with its customers, distributors, sales agents, suppliers, employees and consultants. While the parties intend for this Agreement and the Employee Agreement to be complementary, in the event of any inconsistency between the provisions of this Agreement and the Employee Agreement, the provisions of this Agreement shall govern. Notwithstanding anything to the contrary herein, if you do not sign the Employee Agreement with the Company, you will not be eligible for, and will not receive, the consideration set forth herein.

This Agreement is in connection with the tender and sale of all of the Subject Shares held by you pursuant to the Merger Agreement and the Tender and Voting Agreement, and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by you.

Period of Employment

Buyer welcomes your continued employment with Company, and in this Agreement offers you an incentive to remain with the Company for a period of eighteen months (the "Extended Employment Period") commencing on the Offer Closing (the "Commencement Date"). During the Extended

Employment Period and thereafter if you continue as an employee of Company, you agree to render services exclusively to the Company and to devote your full and exclusive business time and attention to your duties to the Company, with the understanding that you may retain your ownership of an art gallery and the same shall not be deemed to be a breach hereof. However, neither this Agreement nor the terms of the retention incentive will create a right to continued employment with Company, any of its Subsidiaries or Buyer for any length of time, and Company retains the ability to terminate its employment relationship with you at any time, including during the Extended Employment Period, with or without Cause. Nothing in this Agreement shall prevent Company or Buyer from continuing to employ you after the expiration of the Extended Employment Period.

Terms of Employment

Except as specifically provided herein, the terms of your employment during the Extended Employment Period described above will be as described in Buyer's policies and programs generally applicable to all similarly situated employees as in effect from time to time, as well as the Employee Agreement referenced above.

Retention Incentive

Contingent upon your continued employment with Company through the Extended Employment Period, and your compliance with the requirements set forth in this Agreement, Buyer will pay or cause Company to pay you an aggregate bonus of $405,000 (the "Retention Bonus Amount"). A portion of the Retention Bonus Amount, as set forth below, shall be earned by your continued employment with the Company and compliance with the requirements set forth in this Agreement on each of the respective dates set forth below and thereafter, as applicable, and, subject thereto, shall be paid on the 45th day following each such date.

Date	Amount
First Anniversary of Commencement Date	$270,000
Expiration of Eighteen Months Following Commencement Date	$135,000

At Company's election, such payments may be made as part of Company's regular payroll processing, and included with a pre-scheduled payroll payment. If at any time after the first anniversary of the Commencement Date and before the end of your Extended Employment Period you have a "separation from service" with Company within the meaning of Section 409A of the U.S. Internal Revenue Code (without regard to whether you are subject to Section 409A) which is either at Company's election without Cause, at your election for Good Reason or due to death or disability (within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended) ("disability"), Buyer will pay or cause Company to pay you the remaining unpaid portion of the Retention Bonus Amount in a single payment on the date that is 45 days after the date of your "separation from service", subject to your delivering to Buyer an executed copy of a release in the form acceptable to Company and Buyer (such release shall be in favor of Company, Buyer and their respective employees, directors and agents, with respect to all claims, however styled, arising out of or related to your employment) and such release having become effective, enforceable and irrevocable in accordance with its terms. If your employment with Company

ends prior to either of the dates set forth above for any reason other than termination of your employment by Company without Cause, by you for Good Reason or due to death or disability, your right to receive any unpaid portion of the Retention Bonus Amount will be forfeited, and the Company shall have no further obligation with respect thereto. Payment of any portion of the Retention Bonus Amount, if earned, will be subject to withholding for all taxes as shall be required pursuant to any law, regulation or ruling.

Nothing herein shall be deemed to modify, amend or terminate any other benefit arrangement between the Company and you. Eligibility for the Retention Bonus Amount shall have no impact on your eligibility for any incentive compensation for 2011 for which you are or may otherwise be eligible, nor shall it have any impact on your eligibility for any Buyer benefits that may in the future be offered through Company.

In the event you transfer to Buyer and become an employee of Buyer, your right to the Retention Bonus Amount shall not be affected and Buyer shall be a successor to the Company for purposes of the restrictive covenants set forth herein.

Prohibited Activities

(a) You represent and warrant that: (i) you are entering into this Agreement in connection with the Merger Agreement and your tender and sale of your Subject Shares as contemplated thereby and hereby, (ii) you have had the opportunity to retain and consult with an attorney of your choice, (iii) you have read this Agreement carefully and you understand your rights and obligations hereunder and understand the consequences of breaching any provision of this Agreement, (iv) you acknowledge that Company is engaged in a worldwide business, and (v) the restrictive covenants provided for in this Agreement do not pose any extreme hardship on you and are reasonable under the circumstances (considering your exposure to the highest level of information due to your position with and ownership of shares of Common Stock) and any restrictions provided in this Agreement are necessary to protect Buyer's and Company's legitimate business interests and have been reasonably tailored as to time and place and are not overly broad as to the activities proscribed (considering your interests in pursuing a livelihood). In addition, you acknowledge and understand that the restrictive covenants provided for in this Agreement are specifically enforceable and formed an essential part of the consideration of Buyer, Merger Sub and Company to enter into the Merger Agreement.

(b) The parties expressly and unequivocally agree that your compliance with the terms of this Agreement is a condition precedent to your right to receive any portion of the Retention Bonus Amount. In addition, notwithstanding any other provision of this Agreement, in the event that you engage in any Prohibited Activity, which shall constitute a breach of this Agreement, you hereby agree to pay to the Company, and the Company shall be entitled to recover from you, in addition to any other money damages or equitable relief to which Company may be entitled as a result of such Prohibited Activity, any portion of the Retention Bonus Amount if paid to you at any time within the twelve month period prior to such breach.

(c) During the Restricted Period, you hereby agree not to directly or indirectly:

(i) engage in the development or sale of Competitive Offerings on your own behalf in the Restricted Territory;

(ii) in the Restricted Territory, engage in or perform any service for any Person (other than Company, Buyer or any of their Subsidiaries) that develops or sells any Competitive Offerings, in a capacity in which you perform any duties and responsibilities that are the same as or similar to any of the duties performed by you while employed by the Company; or

(iii) engage in or perform any service for any Restricted Competitor in a capacity in which you perform any duties and responsibilities that are the same as or similar to any of the duties performed by you while employed by the Company.

(d) During the Restricted Period, you hereby agree not to directly or indirectly, solicit, recruit or hire (or attempt to solicit, recruit or hire) or otherwise assist any Person in soliciting recruiting or hiring any employee of Company or its Subsidiaries or any natural person that is an employee of the Company or its Subsidiaries as of or subsequent to the date of termination of your employment with the Company without the prior written consent of Buyer; provided however, that nothing in this Section (d) shall (i) prohibit the soliciting, recruiting or hiring of any natural person who applied for employment solely in response to any public medium advertising, provided you otherwise abide by the restrictions in this paragraph, or (ii) prohibit the hiring of any natural person whose employment with Company or any of its Subsidiaries terminated at least six months prior to the date of such solicitation or recruitment for a bona fide reason not designed or intended to circumvent the provisions of this Section (d), so long as such natural person was not solicited or recruited by you prior to the expiration of such six month period.

(e) During the Restricted Period, you hereby agree not to directly or indirectly, whether for compensation or not, solicit or assist any other person or entity in soliciting any business from any of the Company's or its Subsidiaries' customers or clients, including prospective customers or clients, with whom you have had Material Contact during your employment with the Company, for the purpose of providing Competitive Offerings.

(f)(i) The parties agree that the provisions contained herein are reasonable and are not known or believed to be in violation of any federal, state, or local law, rule, or regulation. It is the reasonable intent and expectation of the parties that the provisions of this Agreement shall be enforced in accordance with their terms. However, if a judicial determination is made that any of the provisions of this Agreement constitutes an unreasonable or otherwise unenforceable restriction, or is otherwise unenforceable, including without limitation, any portion or portions of the Restricted Territory, Competitive Offerings, any prohibited business activity, or any time period, the parties agree that the court shall modify the provision(s) (or subpart(s) thereof) to make the provision(s) (or subpart(s) thereof) valid and enforceable to the fullest extent permitted by applicable laws, and to apply the provisions of this Agreement to the modified portion or portions of any such provision. Any illegal or unenforceable provision (or subpart thereof), or any modification by any court, shall not affect the remainder of this Agreement, which shall continue at all times to be valid and enforceable in accordance with its terms. Moreover, notwithstanding whether any provision of this Agreement is determined not to be specifically enforceable, Company and Buyer shall in all instances be entitled to seek and recover monetary damages as a result of the breach of such provision by you.

(ii) The parties hereto hereby declare that it is impossible to measure in money the damages that will accrue to Buyer, Company and Merger Sub in the event that you breach any of the restrictive covenants provided in this Agreement. In the event that you breach any such restrictive covenant, in addition to any remedy hereunder or at law, Buyer, Merger Sub and Company shall be entitled to an injunction, a restraining order or such other equitable relief, restraining you from violating such restrictive covenant, without the requirement of posting bond in connection with such injunctive or equitable relief, to the extent permitted by law.

(iii) The restrictive covenants provided in this Agreement shall be in addition to any restrictions imposed on you by statute or at common law.

Definitions

For purposes of this Agreement:

(a) "Cause" means (A) your conviction of a felony under federal law or the law of the state in which such action occurred, (B) dishonesty in the course of fulfilling your employment duties, (C) failure on your part to perform substantially your employment duties in any material respect, which failure is not cured by you within 30 days following your receipt of written notice thereof from the Company, or (D) a material violation of the Company's or Buyer's ethics and compliance program.

(b) "Competitive Offerings" means any (i) point of sale and self-service kiosk hardware and associated peripheral devices including but not limited to customer displays, tablets, handhelds, specialty devices, printers and scanners; (ii) point of sale software, self-service kiosk software and software sold in conjunction with point of sale and self-service kiosks and sold primarily in Company's current end markets, including but not limited to site, host-based and SaaS offerings; and (iii) field services, back-office services, technical services, consulting services and SaaS services related to items (i) and (ii), above.

(c) "Good Reason" means, without your consent, (i) a material diminution in your base compensation; (ii) a material diminution in your duties or responsibilities; (iii) a material change in the geographic location at which you must perform services that is greater than fifty (50) miles from the geographic location at which you previously performed such services, or (iv) a change in your title without your consent. A material diminution in duties and responsibilities would not be deemed to occur for purposes of clause (ii) solely because you did not continue to work in the same business division, or because you have a different reporting relationship. Good Reason shall not exist unless you notify the Company in writing of the existence of the applicable condition specified above no later than ninety (90) days after the initial existence of any such condition, and the Company fails to remedy such condition within thirty (30) days after receipt of such notice.

(d) "Material Contact" means contact between you and each customer or client, or potential customer or client (i) with whom or which you dealt on behalf of the Company or a Subsidiary of the Company, (ii) with respect to whom or which you facilitated sales or other business transactions on behalf of the Company or any of its Subsidiaries, or (iii) whose dealings with the Company or a Subsidiary of the Company were coordinated or supervised by you.

(e) "Prohibited Activity" means any of the activities described in paragraphs (c), (d), or (e) of the section entitled "Prohibited Activities" of this Agreement.

(f) "Restricted Competitor" means any of the companies listed on Exhibit A hereto, which is incorporated herein by this reference, each of whom you acknowledge is a direct competitor of the Company.

(g) "Restricted Period" means the period commencing on the Commencement Date and ending two years following the termination of your employment with the Company or its Subsidiaries, successors, transferees, or assigns (including Buyer), whichever is later.

(h) "Restricted Territory" means that geographic area comprised of the states and countries listed on Exhibit B hereto, which is incorporated herein by this reference, and any other country in which the Company or its Subsidiaries has conducted business in the two years prior to the date of termination of your employment with the Company.

Miscellaneous

Successors and Assigns. This Agreement will be binding upon, inure to the benefit of and be enforceable by, as applicable, Buyer, Company and you and their and your respective personal or legal representatives, executors, administrators, successors, assigns, heirs, distributees and legatees. This Agreement is personal in nature and you shall not, without the written consent of Buyer, which may be granted or withheld in Buyer's sole and absolute discretion, for any reason or no reason, assign, transfer or delegate this Agreement or any rights or obligations hereunder.

Governing Law. This Agreement, and the relationships created by it and any claims related to its subject matter, shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to such state's laws and principles regarding the conflict of laws.

Consent to Jurisdiction, Etc. Each of the parties irrevocably submits to the exclusive jurisdiction of the United States District Court for the Northern District of Georgia, (and if jurisdiction in such court shall be unavailable, the Business Courts of the Superior Court of Fulton County, Georgia) for the purposes of any suit, action or other proceeding arising out of this Agreement or relating to the subject matter hereof. Each of the parties agrees that any action, suit or proceeding relating hereto shall be brought, tried and determined only in the United States District Court for the Northern District of Georgia, (and if jurisdiction in such court shall be unavailable, the Business Courts of the Superior Court of Fulton County, Georgia). Each of the parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the subject matter hereof in the United States District Court for the Northern District of Georgia, (and if jurisdiction in such court shall be unavailable, the Business Courts of the Superior Court of Fulton County, Georgia), and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Each of the parties irrevocably and unconditionally waives any right to a trial by jury, and expressly consents that all matters shall be tried to and decided by a judge of the court in which the action, suit or proceeding is filed.

Amendment. No provision of this Agreement may be amended, modified, waived or discharged unless such amendment, waiver, modification or discharge is agreed to in writing and such writing is signed by you, Company and Buyer.

Headings. The headings of this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto in respect to the subject matter hereof.

Notices. Any notice or communication required or permitted hereunder (each a "Notice") shall be in writing, shall be effective when received and shall in any event be deemed to have been received (a) when delivered, if delivered personally or by commercial delivery, (b) three (3) business days after deposit with U.S. Mail, if mailed by registered or certified mail (return receipt requested), (c) one (1) business day after the business day of deposit with Federal Express, UPS or a similar overnight courier for next day delivery (or two (2) business days after such deposit if deposited for second business day delivery), if delivered by such means, or (d) one (1) business day after delivery by facsimile transmission with copy by U.S. Mail, if sent via facsimile plus mail copy (with acknowledgement of complete transmission), to the parties at the following addresses (or at such other address for a party as shall be specified by like Notice):

if to Buyer or Company:

NCR Corporation
General Counsel/Notices, 2nd Floor
3097 Satellite Boulevard
Duluth, Georgia 30096
Fax: (866) 680-1059

with a copy to:

Sharon McBrayer Johnson
Womble Carlyle Sandridge & Rice PLLC
271 17th Street, N.W.
Suite 2400
Atlanta, Georgia 30363
Fax: (404) 870-4825

if to you:

Andrew S. Heyman
47 Muscogee Avenue
Atlanta, GA 30305

with a copy to:

Jeff Haidet
McKenna Long & Aldridge LLP
303 Peachtree Street, NE
Suite 5300
Atlanta, GA 30308-3265
Fax: 404.527.4198

Each of the parties hereto shall be entitled to specify a different address by delivering notice as aforesaid to each of the other parties hereto.

Effective Date

This Agreement shall take effect at the Offer Closing. The parties agree that this Agreement shall not take effect and no party shall have any obligation under this Agreement if for any reason the Merger Agreement is terminated prior to the Offer Closing. Company is signing this Agreement at the request of Buyer to evidence Company's willingness to continue your employment on the terms negotiated by Buyer and contemplated by this Agreement at the Offer Closing.

[signature page follows]

Please indicate your agreement with the provisions of this Agreement by signing below.

Buyer
NCR Corporation

By: /s/ Andrea L. Ledford
Name: Andrea L. Ledford
Title: Senior Vice President, Human Resources

Company
Radiant Systems, Inc.

By: /s/ Mark E. Haidet
Name: Mark E. Haidet
Title: Chief Financial Officer

EXECUTIVE

By: /s/ Andrew S. Heyman
Andrew S. Heyman

EXHIBIT A

Restricted Competitors Activities

Casio America Inc.
Dell Inc.
VeriFone Systems, Inc.
Retalix Ltd.
Micros Systems Inc.
PAR Technology Corporation
Panasonic Corporation
The Pinnacle Corporation
Retail Pro International, LLC
International Business Machines Corporation

EXHIBIT B

Restricted Territory

The following states of the United States of America:

Alabama
Alaska
Arizona
Arkansas
California
Colorado
Connecticut
Delaware
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota

Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

The following countries:

Belize
El Salvador
Honduras
Panama
Costa Rica
Guatemala
Nicaragua
Mexico
Canada

July 11, 2011

Mr. Andrew S. Heyman
Chief Operating Officer
Radiant Systems, Inc.
3925 Brookside Parkway
Alpharetta, GA 30022

Dear Andy:

Welcome to NCR! We are delighted to have you on our team and look forward to the benefit of the experience and expertise you bring to the company. Where you choose to work and develop your skills is a serious consideration and we are pleased you have chosen NCR as your place of employment. As a result of our recruitment effort and conversations with you, we are pleased to offer you the following position and terms of employment at NCR Corporation.

POSITION: Senior Vice President and General Manager – Hospitality

LOCATION: Duluth, Georgia

START DATE: Commencing on the first business day following the Offer Closing Date as defined in the Agreement and Plan of Merger among NCR Corporation and Radiant Systems, Inc. dated as of July 11, 2011 (hereinafter referred to as your Start Date for purposes of this offer of employment with NCR Corporation)

BASE SALARY: Your annual base salary for 2011 will be $415,000 per year, commencing as of your Start Date. Because we operate on a bi-weekly pay schedule, you will be paid two weeks salary five days following the close of each pay cycle, based on a weekly salary of $7,980.77.

ANNUAL CASH BONUS: Commencing January 1, 2012, and subject to the approval of the Compensation and Human Resource Committee of the NCR Board of Directors (the “Committee”), you will be eligible to participate in an annual cash bonus plan, which provides year-end cash bonus awards based on the success of NCR in meeting annual performance objectives. You will be eligible for a target annual cash bonus award of 75% of your base salary, with a maximum potential payout of 150% of your base salary. You will also be eligible for an additional cash bonus award of 10% of your base salary based on the achievement of our Customer Success objectives. Each of these award opportunities will be based upon the terms and performance objectives established by the Committee, and are subject to the Committee’s discretion. Your Annual Cash Bonus Payout for the 2012 performance year will be no less than $405,000, and will be payable in March 2013. Thereafter, your annual cash bonus amount, if any, will be paid out on or before March 15 with respect to the prior year performance. You must be employed by NCR or its subsidiaries or affiliates at the time of payment in order to be eligible for any NCR bonus payout.

RETENTION & ANNUAL LTI EQUITY AWARDS:

Subject to your acceptance of this offer and the approval of the Committee, you will receive a Long-Term Incentive (LTI) equity award with a total value of $1,200,000, to be delivered in Time-Based Restricted Stock Units (described in Appendix A). The effective date of the grant ("Grant Date") will be determined per standard Company practice, but in no event shall this date be prior to your Start Date.

We have also included in this offer a commitment that you will receive an LTI equity award as part of the 2012 annual LTI award cycle currently planned for Q1 2012. Your 2012 LTI equity award will have a grant value of no less than $750,000, subject to approval by the NCR Board of Directors. You must be employed by NCR or its subsidiaries or affiliates on the grant date in order to be eligible to receive any NCR LTI equity award.

EXECUTIVE MEDICAL/ FINANCIAL ALLOWANCE PROGRAMS

Beginning on your Start Date, and subject to NCR's continuation of the programs, you will be eligible to participate in the Executive Medical Exam Program and the Executive Financial Planning Program. The Executive Medical Exam Program currently provides up to $5,000 on an annual basis for progressive, diagnostic analysis by NCR's provider of choice. The Executive Financial Planning Program currently provides an annual payment of $12,000, less all applicable taxes, to be used for an executive's individual financial planning needs. Each of these programs is subject to amendment or termination by NCR.

SEVERANCE BENEFIT:

In the event of a company-initiated termination of your employment other than for "Cause" or your termination for "Good Reason" (as defined in the Retention Incentive Award Agreement) in either case which occurs after the first anniversary of the Start Date, you will receive a cash severance payment equal to one times your annual base salary and target bonus (in an amount equal to 75% of your base salary) in effect at the time of your separation from service, payable in a lump sum (subject to the provisions of 409A as outlined in Appendix A), and continuation of Company paid medical, dental, life and disability coverages for twelve (12) months following termination, provided that you execute a release of claims acceptable to NCR.

VACATION:

Under NCR's vacation policy you are entitled to receive paid vacation days and holidays. As NCR associates gain tenure, they accrue additional vacation rewards. In recognition of your prior work experience, NCR will waive the tenure requirements of our policy to provide additional vacation effective on your Start Date. You will receive twenty (20) days of vacation, as well as six (6) floating holidays. All vacation accrues on a prorated basis throughout the year and vests monthly on the first day of each month. NCR also recognizes the following six (6) paid holidays:
New Year's Day, Independence Day, Thanksgiving Day, Memorial Day, Labor Day, and Christmas Day.

Additional information on the offer components is included in Appendix A, which is incorporated by reference into this letter. This offer of employment is contingent upon your agreement to the Conditions of Employment outlined in Appendix B. By signing this letter, you agree to such Conditions.

With the exception of any ongoing commitments made to you by Radiant Systems, Inc., including but not limited to obligations contained in your Radiant Systems, Inc. Senior Executive Change In Control Severance Plan Participation Agreement dated July 17, 2008 and your Retention Incentive Award Agreement dated July 11, 2011), including the Prohibited Activities covenants contained therein, which remain in full force and effect after your Start Date, this letter reflects the entire agreement regarding the terms and conditions of your employment with NCR Corporation. Accordingly, subject to the exceptions outlined above, this letter supersedes and completely replaces any prior oral or written communication on this subject and any adjustments pursuant to any plans of NCR or its subsidiaries or affiliates. This letter is not an employment contract, and should not be construed or interpreted as containing any guarantee of continued employment or employment for a specific term. The employment relationship at NCR is by mutual consent (employment-at-will), and the Company or you may discontinue your employment with or without cause at any time and for any reason or no reason. You acknowledge and agree that your employment with NCR is "at will" and that you may be terminated by NCR at any time, with or without cause.

Andy, I am excited about the contributions, experience and knowledge you can bring to NCR. We have assembled some of the best professionals in the industry and are convinced that your expertise will help us further enhance the Company's reputation. If you have any questions regarding the details of this offer, please contact Pat Carroll. Pat will make the necessary arrangements to ensure any additional questions you may have are addressed, so you are able to make an informed decision.

Sincerely,

/s/ William Nuti

Bill Nuti
Chairman and CEO
NCR Corporation

Agreed and Accepted:

/s/ Andrew S. Heyman	July 11, 2011
Andrew S. Heyman	Date

APPENDIX A

Annual Bonus and LTI Equity Plan Awards – All NCR incentive plans are designed to address the conditions of an ever-changing marketplace, and the company cannot make definitive representations concerning the continuation of format or the size of individual awards under the plans. NCR reserves the right to modify or cancel, to the extent permissible under local laws and regulations, each such plan and its terms at any time, at NCR's sole discretion.

Annual Performance Assessment – Your annual performance and compensation, including any future equity awards, will be assessed and determined in Q1 of each year. Adjustments to your base compensation will be consistent with those made to similarly situated executive officers.

Retention LTI Equity Award –

- *Time-Based Restricted Stock Units*: On the Grant Date, NCR will grant you Time-Based Restricted Stock Units (the "Time-Based Units") (each of which represents a single share of NCR common stock) with a value of $1,200,000. The actual number of Time-Based Units will be determined by taking the value of the award and dividing it by the average closing price of NCR stock during the twenty (20) trading days immediately prior to but not including the Grant Date. The result shall be rounded to the nearest whole unit. Subject to your continued employment with NCR at that time, the Time-Based Units will vest on the third anniversary of the Grant Date. The Time-Based Units will be subject to standard terms and conditions for executive awards determined by the Committee.

Your equity awards will be issued under the terms of NCR's Stock Incentive Plan, which is administered by Fidelity Investments®. The specific terms and conditions relating to the awards will be outlined in the award agreements contained on Fidelity's website. Within several weeks of your Grant Date, your award should be loaded to Fidelity's system. You can access your award at www.netbenefits.fidelity.com. Please review the grant information carefully, including the award agreement, and indicate your acceptance by clicking on the appropriate button. If you have questions about your shares, call the Fidelity Stock Plan Services Line at 1-800-544-9354. For questions that Fidelity is unable to answer, contact NCR by e-mail at stock.administration@ncr.com.

NCR Benefits – Other than as described herein, until the later of December 31, 2011, or the date upon which you transition to the NCR payroll, you will remain on the Radiant Systems benefit programs. Effective with your transition to NCR's payroll (tentatively planned for January 1, 2012), you will automatically receive core benefit coverage for yourself at the same level as other executives at comparable levels within NCR, including: health care coverage, dental care coverage, short-term and long-term disability coverage, life insurance coverage, and accidental death and dismemberment insurance coverage. You will then have the opportunity to design your own personalized benefit elections through the company's flexible benefits program. Immediately prior to your transition to the NCR payroll, NCR will establish a payroll record and send you a Benefits Enrollment Package to your home address. You will have thirty (30) days from the date you transition to the NCR payroll to make your benefit elections. You also have this same thirty (30) day period to enroll eligible dependents, whose coverage will be made retroactive to your Benefits

Commencement Date. NCR's annual benefits enrollment is conducted in the fall of each calendar year. At that time, you will have an opportunity to make benefits elections for the following year.

Additionally, you will be eligible to participate in the NCR Savings Plan (or 401(k) plan) and the NCR Employee Stock Purchase Plan. Information about each program will be provided in the Benefits Enrollment Package. NCR reserves the right to modify or cancel, to the extent permissible under local laws and regulations, each such plan and its terms at any time, at NCR's sole discretion.

Prohibited Activities – By accepting this offer of employment, you agree that the Prohibited Activities covenants contained in your Radiant Systems, Inc. Retention Incentive Award Agreement dated July 11, 2011, are hereby expressly incorporated herein by this reference, that said covenants survive the execution of this employment agreement and shall remain in full force and effect throughout and following the expiration of the Extended Employment Period described therein, and that the Prohibited Activity covenants shall remain a condition of your employment hereunder.

Confidentiality and Non-Disclosure and Company Property – You agree that during the term of your employment with NCR and thereafter for so long as the information remains confidential, you will not, except as you deem necessary in good faith to perform your duties hereunder for the benefit of NCR or as required by applicable law, disclose to others or use, whether directly or indirectly, any "Confidential Information" regarding NCR. "Confidential Information" shall mean information about NCR, its subsidiaries and affiliates, and their respective clients and customers that is not available to the general public or generally known in the industry and that was learned by you in the course of your employment by NCR, including (without limitation): (i) any proprietary knowledge, trade secrets, ideas, processes, formulas, sequences, developments, designs, assays and techniques, data, formulae, and client and customer lists and all papers, resumes, records (including computer records); (ii) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; (iii) information regarding the skills and compensation of other employees of NCR, its subsidiaries and affiliates; and (iv) the documents containing such Confidential Information; provided, however, that any provision in any grant or agreement that limits disclosure shall not apply to the extent such information is publicly filed with the Securities and Exchange Commission. You acknowledge that such Confidential Information is specialized, unique in nature and of great value to NCR, and that such information gives NCR a competitive advantage. Upon the termination of your employment for any reason whatsoever, you shall promptly deliver to NCR all documents, slides, computer tapes, drives, storage devices, disks and other media (and all copies thereof) containing any Confidential Information. You will also ensure that after termination of your employment you retain no Confidential Information in computers or devices belonging to you, and will advise NCR if you do have Confidential Information in such locations.

Breach of Restrictive Covenants – You acknowledge and agree that the time, territory and scope of the post-employment restrictive covenants in your Retention Incentive Award Agreement dated July 11, 2011 (the non-competition, non-solicitation, non-hire, confidentiality and non-disclosure covenants are hereby collectively referred to as the "Restrictive Covenants") are reasonable and necessary for the protection of NCR's legitimate

business interests, and you agree not to challenge the reasonableness of such restrictions. You further acknowledge and agree that you have had a full and fair opportunity to be represented by counsel in this matter and to consider these restrictions prior to your execution of this letter. You further acknowledge and agree that you have received sufficient and valuable consideration in exchange for your agreement to the Restrictive Covenants, including but not limited to your salary, equity awards and benefits as described in this letter, and all other consideration provided to you under the terms of this letter. You further acknowledge and agree that if you breach the Restrictive Covenants, NCR will sustain irreparable injury and may not have an adequate remedy at law. As a result, you agree that in the event of your breach of any of the Restrictive Covenants, NCR may, in addition to its other remedies, bring an action or actions for injunction, specific performance, or both, and have entered a temporary restraining order, preliminary or permanent injunction, or order compelling specific performance.

Arbitration – Any controversy or claim arising under or related in any way to this letter or your employment with NCR (including, but not limited to, any claim of fraud or misrepresentation, any claim regarding the termination of your employment, or any claim with regard to your participation in a Change In Control Severance Plan, if applicable), shall be resolved by binding arbitration pursuant to this paragraph and the then current rules of the American Arbitration Association. If you are employed in the United States, the arbitration shall be pursuant to the NCR dispute resolution policy and the then current rules of the American Arbitration Association, and shall be held at a neutral location, in or near the city where you work or have worked for NCR if you reported into an NCR facility; or if you worked out of your residence, the capital city or the nearest major city (i.e., with a population in excess of 250,000) in the state in which you reside. If you are employed outside the United States, where permitted by local law, the arbitration shall be conducted in the regional headquarters city of the business organization in which you work. The arbitration shall be held before a single arbitrator who is an attorney or former judge or magistrate knowledgeable in employment law and/or competition law. The arbitrator's decision and award shall be final and binding and may be entered in any court having jurisdiction. For arbitrations held in the United States, issues of arbitrability shall be determined in accordance with the federal substantive and procedural laws relating to arbitration; all other aspects shall be interpreted in accordance with the laws of the State of Ohio, without regard to its conflicts of laws principles. Each party shall bear its own attorney's fees associated with the arbitration and other costs and expenses of the arbitration shall be borne as provided by the rules of the American Arbitration Association. If any portion of this paragraph is held to be unenforceable, it shall be severed and shall not affect either the duty to arbitrate or any other part of this paragraph. This paragraph shall control over any language to the contrary in any applicable Company policy.

Non-Competition Representation – By signing this letter, you (i) represent that you are not subject to a non-competition, non-solicitation or other similar agreement with any other party that restricts you from accepting this offer of employment or will restrict you from performing your duties under this agreement, and (ii) agree that this offer is subject to the accuracy of such representation.

Section 409A of the Code – While the tax treatment of the payments and benefits provided under this letter is not warranted or guaranteed, it is intended that such payments and benefits shall either be exempt from, or comply with, the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"). This letter shall be construed, administered and governed in a manner that effects such intent. In particular,

and without limiting the foregoing, any reimbursements or in-kind benefits provided under this letter that are taxable benefits (and are not disability pay or death benefit plans within the meaning of Section 409A of the Code) shall be subject to the following rules: (i) any such reimbursements shall be paid no later than the end of the calendar year next following the calendar year in which you incur the reimbursable expenses, (ii) the amount of reimbursable expenses or in-kind benefits that NCR is obligated to pay or provide during any given calendar year shall not affect the amount of reimbursable expenses or in-kind benefits that NCR is obligated to pay or provide during any other calendar year, and (iii) your right to have NCR reimburse expenses or provide in-kind benefits may not be liquidated or exchanged for any other benefit.

Also, if you are a “specified employee” entitled to payment of deferred compensation (including certain severance benefits) on account of a separation from service, payment may not be made before six months after the date of separation. For this purpose, a “specified employee” generally includes the 50 officers of NCR having the highest annual compensation.

Notwithstanding any other provision of this letter, NCR may withhold from any amounts payable hereunder, or any other benefits received pursuant hereto, such minimum federal, state and/or local taxes as shall be required to be withheld under any applicable law or regulation.

APPENDIX B

CONDITIONS OF EMPLOYMENT

NCR requires employment candidates to successfully complete various employment documentation and processes. This offer of employment is conditioned upon your satisfying and agreeing to the criteria which follow: U.S. employment eligibility; NCR consent to collection of personal data; and non-competition and protection of trade secrets. You assume any and all risks associated with terminating any prior or current employment, or making any financial or personal commitments based upon NCR's conditional offer.

1. Employment Eligibility:

NCR can only hire employees if they are legally entitled to work and remain in the country of the job location. In the United States, NCR abides by the Immigration and Control Act of 1986.

2. NCR Consent to Collection of Personal Data:

As a condition of employment you must read, understand and agree to the *NCR Consent to Collection of Personal Data*. The *NCR Consent to Collection of Personal Data* apprises you of NCR personal data collection practices. This document will be provided to you by your Human Resource Consultant.

3. Non-competition and Protection of Trade Secrets:

By accepting and signing NCR's offer of employment, you certify to NCR that you are not subject to a non-competition agreement with any company which would preclude or restrict you from performing the NCR position being offered in this letter. We also advise you of NCR's strong policy of respecting the intellectual property rights of other companies. You should not bring with you to your NCR position any documents or materials designated as confidential, proprietary or trade secret by another company, nor in any other way disclose trade secret information while employed by NCR.

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (this "**Agreement**") by and between Radiant Systems, Inc., a Georgia corporation, and NCR Corporation, a Maryland corporation (each a **"Party"** and collectively, the "**Parties**"), is dated as of the latest date set forth on the signature page hereto.

1. General. In connection with the consideration of a possible negotiated transaction (a "**Possible Transaction**") between the Parties and/or their respective subsidiaries (each such Party being hereinafter referred to, collectively with its subsidiaries, as a "**Company**"), each Company (in its capacity as a provider of information hereunder, a "**Provider**") is prepared to make available to the other Company (in its capacity as a recipient of information hereunder, a "**Recipient**") certain "Evaluation Material" (as defined in Section 2 below) in accordance with the provisions of this Agreement, and to take or refrain from taking certain other actions as hereinafter set forth.

2. Definitions.

(a) The term **"Evaluation Material"** means information concerning the Provider which has been or is furnished to the Recipient or its Representatives in connection with the Recipient's evaluation of a Possible Transaction, including its business, financial condition, operations, assets and liabilities, and includes all notes, analyses, compilations, studies, interpretations or other documents prepared by the Recipient or its Representatives to the extent they contain or are based upon the information furnished by the Provider hereunder. The term Evaluation Material does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by the Recipient or its Representatives in breach of this Agreement, (ii) was within the Recipient's possession prior to its being furnished to the Recipient by or on behalf of the Provider, provided that the source of such information was not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Provider with respect to such information, or (iii) is or becomes available to the Recipient on a non-confidential basis from a source other than the Provider or its Representatives, provided that such source is not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Provider with respect to such information.

(b) The term **"Representatives"** shall include the directors, officers, employees, agents, partners or advisors (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors) of the Recipient or Provider, as applicable.

(c) The term **"Person"** includes the media and any corporation, partnership, group, individual or other entity.

3. Use of Evaluation Material. Each Recipient shall, and it shall cause its Representatives to, use the Evaluation Material solely for the purpose of evaluating a Possible Transaction, keep the Evaluation Material confidential, and, subject to Section 5, will not, and will cause its Representatives not to, disclose any of the Evaluation Material in any manner whatsoever; provided, however, that any of such information may be disclosed to the Recipient's

Representatives who need to know such information for the sole purpose of helping the Recipient evaluate a Possible Transaction. Each Recipient agrees to be responsible for any breach of this Agreement by any of such Recipient's Representatives. This Agreement does not grant a Recipient or any of its Representatives any license to use the Provider's Evaluation Material except as provided herein.

4. Non-Disclosure of Discussions. Subject to Section 5, each Company agrees that, without the prior written consent of the other Company, such Company will not, and it will cause its Representatives not to, disclose to any other Person (i) that Evaluation Material has been exchanged between the Companies, (ii) that discussions or negotiations are taking place between the Companies concerning a Possible Transaction or (iii) any of the terms, conditions or other facts with respect thereto (including the status thereof).

5. Legally Required Disclosure. If a Recipient or its Representatives are requested or required (by oral questions, interrogatories, other requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Evaluation Material or any of the facts disclosure of which is prohibited under Section 4 above, such Recipient shall provide the Provider with prompt written notice of any such request or requirement together with copies of the material proposed to be disclosed so that the Provider may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Provider, a Recipient or its Representatives are nonetheless legally compelled to disclose Evaluation Material or any of the facts disclosure of which is prohibited under Section 4 or otherwise be liable for contempt or suffer other censure or penalty, such Recipient or its Representatives may, without liability hereunder, disclose to such requiring Person only that portion of such Evaluation Material or any such facts which the Recipient or its Representatives is legally required to disclose, provided that the Recipient and/or its Representatives cooperate with the Provider to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded such Evaluation Material or such facts by the Person receiving the material.

6. Return or Destruction of Evaluation Material. If either Company decides that it does not wish to proceed with a Possible Transaction, it will promptly inform the other Company of that decision. In that case, or at any time upon the request of a Provider for any reason, a Recipient will, and will cause its Representatives to, within five business days of receipt of such notice, destroy or return all Evaluation Material, except for that portion of notes, analyses, compilations, studies, interpretations or other documents or records prepared by the Recipient or its Representatives which does not contain in any respect any of the Evaluation Materials, in any way relating to the Provider or its products, services, employees or other assets or liabilities, and no copy or extract thereof (including electronic copies) shall be retained, except that Recipient's outside legal counsel may retain one copy to be kept confidential and used solely for the purpose of establishing Recipient's compliance with its obligations hereunder. The Recipient shall provide to the Provider a certificate of compliance with the previous sentence signed by an executive officer of the Recipient. Notwithstanding the return or destruction of the Evaluation Material, the Recipient and its Representatives will continue to be bound by such Recipient's obligations hereunder with respect to such Evaluation Material.

7. No Solicitation/Employment. Neither Recipient will, within one year from the date of this Agreement, directly or indirectly solicit the employment or consulting services of or employ or engage as a consultant any of the officers or employees of the Provider, so long as they are employed by the Provider and for three months after they cease to be employed by Provider. A Recipient is not prohibited from soliciting by means of a general advertisement not directed at (i) any particular individual or (ii) the employees of the Provider generally.

8. Standstill. Each Party agrees that, for a period of six months from the date of this Agreement (the "**Standstill Period**"), unless specifically invited in writing by the other Party, neither it nor any of its affiliates (as defined in the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")) or Representatives (acting in any capacity other than as an advisor in any of the following cases) will in any manner, directly or indirectly:

(a) effect, seek, offer or propose (whether publicly or otherwise) to effect, or cause or participate in, or in any way assist any other Person to effect, seek, offer or propose (whether publicly or otherwise) to effect or participate in:

(i) any acquisition of any securities (or beneficial ownership thereof) or assets of the other Party or any of its subsidiaries,

(ii) any tender or exchange offer, merger or other business combination involving the other Party or any of its subsidiaries,

(iii) any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with respect to the other Party or any of its subsidiaries, or

(iv) any "solicitation" of "proxies" (as such terms are used in the proxy rules of the Securities and Exchange Commission) or consents to vote any voting securities of the other Party;

(b) form, join or in any way participate in a "group" (as defined under the Exchange Act) with respect to the securities of the other Party;

(c) make any public announcement with respect to, or submit an unsolicited proposal for or offer of (with or without condition), any extraordinary transaction involving the other Party or its securities or assets;

(d) otherwise act, alone or in concert with others, to seek to control or influence the management, Board of Directors or policies of the other Party;

(e) take any action which might force the other Party to make a public announcement regarding any of the types of matters set forth in (a) above; or

(f) enter into any discussions or arrangements with any third party with respect to any of the foregoing.

Each Party also agrees during the Standstill Period not to request the other Party (or its directors, officers, employees or agents), directly or indirectly, to amend or waive any provision of this Section 8 (including this sentence); provided, that this provision shall not prohibit any request to amend or waive any provision of this Section 8 which is not publicly announced or disclosed by the requesting party and does not otherwise violate this Section 8.

The provisions of this paragraph shall be inoperative and of no force or effect if a Competing Transaction occurs with respect to a Party. **"Competing Transaction"** shall mean that a person (as defined by Section 13(d)(3) of the Exchange Act): (i) enters into a definitive agreement with such Party providing for the merger or consolidation, or any similar transaction, in which the persons or entities who, immediately prior to such transaction, had beneficial ownership of more than 50% of the voting power of such Party would not continue to beneficially own at least 50% of the voting power of the combined entity or would not have the ability to elect a majority of the directors of the combined entity following such transaction; (ii) commences or publicly announces its intention to commence a tender or exchange offer for more than 50% of the outstanding voting securities of such Party, or securities convertible into or any options or other rights to acquire more than 50% of the outstanding voting securities of such Party; (iii) enters into a definitive agreement with such Party providing for the purchase or other acquisition of, or purchases or otherwise acquires, a material portion of the assets of such Party; or (iv) enters into a definitive agreement with such Party providing for the purchase or acquisition of, or purchases or acquires, beneficial ownership of securities representing more than 50% of the voting power of such Party.

9. Maintaining Privileges. If any Evaluation Material includes materials or information subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, each Company understands and agrees that the Companies have a commonality of interest with respect to such matters and it is the desire, intention and mutual understanding of the Companies that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege. All Evaluation Material provided by a Company that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain entitled to such protection under these privileges, this Agreement, and under the joint defense doctrine.

10. Compliance with Securities Laws. Each Recipient agrees not to use any Evaluation Material of the Provider in violation of applicable securities laws.

11. Not a Transaction Agreement. Each Company understands and agrees that no contract or agreement providing for a Possible Transaction exists between the Companies unless and until a final definitive agreement for a Possible Transaction has been executed and delivered, and each Company hereby waives, in advance, any claims (including, without limitation, breach of contract) relating to the existence of a Possible Transaction unless and until both Companies shall have entered into a final definitive agreement for a Possible Transaction. Each Company also agrees that, unless and until a final definitive agreement regarding a Possible Transaction has been executed and delivered, neither Company will be under any legal obligation of any kind whatsoever with respect to such Possible Transaction by virtue of this Agreement except for the

matters specifically agreed to herein. Neither Company is under any obligation to accept any proposal regarding a Possible Transaction and either Company may terminate discussions and negotiations with the other Company at any time.

12. No Representations or Warranties; No Obligation to Disclose. Each Recipient understands and acknowledges that neither the Provider nor its Representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material furnished by or on behalf of such Provider and shall have no liability to the Recipient, its Representatives or any other Person relating to or resulting from the use of the Evaluation Material furnished to such Recipient or its Representatives or any errors therein or omissions therefrom. As to the information delivered to the Recipient, each Provider will only be liable for those representations or warranties which are made in a final definitive agreement regarding a Possible Transaction, when, as and if executed, and subject to such limitations and restrictions as may be specified therein. Nothing in this Agreement shall be construed as obligating a Company to provide, or to continue to provide, any information to any Person.

13. Modifications and Waiver. No provision of this Agreement can be waived or amended in favor of either Party except by written consent of the other Party, which consent shall specifically refer to such provision and explicitly make such waiver or amendment. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.

14. Remedies. Each Company understands and agrees that money damages would not be a sufficient remedy for any breach of this Agreement by either Company or any of its Representatives and that the Company against which such breach is committed shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach or threat thereof. Such remedies shall not be deemed to be the exclusive remedies for a breach by either Company of this Agreement, but shall be in addition to all other remedies available at law or equity to the Company against which such breach is committed.

15. Governing Law. This Agreement is for the benefit of each Company and shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such State.

16. Severability. If any term, provision, covenant or restriction contained in this Agreement is held by any court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants or restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and if a covenant or provision is determined to be unenforceable by reason of its extent, duration, scope or otherwise, then the Companies intend and hereby request that the court or other authority making that determination shall only modify such extent, duration, scope or other provision to the extent necessary to make it enforceable and enforce them in their modified form for all purposes of this Agreement.

17. Construction. The Companies have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this

Agreement shall be construed as if drafted jointly by the Companies and no presumption or burden of proof shall arise favoring or disfavoring either Company by virtue of the authorship at any of the provisions of this Agreement.

18. Term. This Agreement shall terminate two years after the date of this Agreement.

19. Entire Agreement. This Agreement contains the entire agreement between the Companies regarding the subject matter hereof and supersedes all prior agreements, understandings, arrangements and. discussions between the Companies regarding such subject matter.

20. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original but all of which shall be deemed to constitute a single instrument.

IN WITNESS WHEREOF, each of the undersigned entities has caused this Agreement to be signed by its duly authorized representatives as of May 27th, 2011.

RADIANT SYSTEMS, INC.

By: /s/ Mark Haidet
Name: Mark Haidet
Title: CFO

NCR CORPORATION

By: /s/ Pooja Lal
Name: Pooja Lal
Title: VP, Business Development

June 30 2011

Radiant Systems, Inc.
3925 Brookside Parkway
Alpharetta, Georgia 30022

Ladies and Gentlemen:

NCR Corporation ("**Buyer**") and Radiant Systems, Inc. (the "**Company**") have engaged in preliminary, non-binding discussions regarding the possible acquisition of the Company by Buyer or an affiliate of Buyer (the "**Proposed Transaction**"). Although no definitive agreements have been reached or entered into regarding the Proposed Transaction, Buyer and the Company have concluded that it is in their mutual best interests to continue these discussions. Accordingly, Buyer and the Company hereby agree that commencing on the date hereof until the earlier of (i) the execution and delivery by Buyer and the Company of definitive documentation with respect to the Proposed Transaction; or (ii) Buyer's written notice to the Company that it no longer intends to pursue the Proposed Transaction; or (iii) 11:59 p.m. New York City time on July 11, 2011 (such period of time, the "**Exclusivity Period**"), Buyer and the Company shall continue to discuss on an exclusive basis the Proposed Transaction, including the negotiation of the terms thereof and the definitive documentation regarding the same.

In consideration of the significant time, effort and expenses to be undertaken by Buyer in connection with the pursuit and negotiation of the Proposed Transaction, the Company hereby agrees that, during the Exclusivity Period, the Company shall not, and shall not authorize or permit any of its Representatives to, directly or indirectly: (i) solicit, initiate or take any action to facilitate, induce or encourage any inquiries or the making of any proposal or offer from any person or group of persons other than Buyer and its affiliates that may constitute, or could reasonably be expected to lead to, an Alternative Transaction; (ii) enter into or participate in any discussions or negotiations with any person or group of persons other than Buyer and its affiliates regarding an Alternative Transaction; (iii) furnish or cause to be furnished any non-public information relating to the Company or any of its subsidiaries, assets or businesses, or afford access to the assets, business, properties, books or records of the Company or any of its subsidiaries to any person or group of persons other than Buyer and its Representatives, in all cases for the purpose of assisting with or facilitating an Alternative Transaction; (iv) grant any waiver or release of any standstill or similar agreement with respect to any class of equity securities of the Company or any of the Company's subsidiaries; or (v) enter into an Alternative Transaction or any agreement, arrangement or understanding, including, without limitation, any letter of intent, term sheet, acquisition agreement, merger agreement or other document relating to an Alternative Transaction. Immediately upon execution of this letter agreement, the Company shall, and shall cause its Representatives to, terminate any and all existing solicitations, discussions or negotiations with any person or group of persons other than Buyer and its affiliates regarding an Alternative Transaction; provided, however, the foregoing will not preclude the Company or its Representatives from advising a party who makes contact with the Company or its Representatives that it is not prepared to engage in any such discussions or negotiations at this time.

As used herein, the term "**Representatives**" means a party's affiliates, directors, officers, employees, agents, investment bankers, attorneys, accountants, consultants, advisors and other representatives.

As used herein, the term "**Alternative Transaction**" means any (i) direct or indirect acquisition (including by license or lease) of assets of the Company or any of its subsidiaries (including any equity

interests of the Company's subsidiaries) equal to 15% or more of the fair market value of the Company's consolidated assets or to which 15% or more of the Company's revenues or net income on a consolidated basis are attributable, (ii) direct or indirect acquisition of beneficial ownership (as defined in Rule 13d-3 as promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934) of any equity securities of the Company or an interest that currently or with the passage of time or other event is convertible into or exchangeable or exercisable for equity securities of the Company, representing in excess of 5% or the Company's outstanding shares of capital stock, other than by employees or directors of the Company pursuant to the Company's existing employee equity incentive plans in the ordinary course and consistent with past practice, (iii) merger, consolidation, share exchange, tender offer, exchange offer, business combination or similar transaction or series of related transactions involving the Company or any of its subsidiaries, or (iv) recapitalization, liquidation or dissolution (or the adoption of a plan of liquidation or dissolution) of the Company or any of its subsidiaries or the declaration or payment of an extraordinary dividend, whether in cash or other property, by the Company; in all cases of clauses (i)-(iii) where such transaction is to be entered into with any person or group of persons other than Buyer or its affiliates.

The parties hereto acknowledge that a breach of this letter agreement would cause irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, the Company hereby agrees that Buyer shall be entitled to equitable relief in the event of any breach or threatened breach of this letter agreement, including injunctive relief against any breach thereof and specific performance of any provision thereof, in addition to any other remedy to which Buyer may be entitled.

The parties hereto acknowledge that the execution and delivery of this letter agreement does not create any legally binding obligations between the parties relating to the Proposed Transaction except those specifically set forth herein. Each party acknowledges and agrees that this letter agreement expresses the parties' interests in continuing discussions regarding the Proposed Transaction and is not intended to, and does not, create any legally binding obligation on any party to consummate the Proposed Transaction. Such an obligation will arise only upon the execution and delivery of final definitive agreements relating to the Proposed Transaction. The existence of this letter agreement and its terms are subject to that certain Mutual Nondisclosure Agreement between Buyer and the Company, dated May 27, 2011.

This letter agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Georgia.

This letter agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. This letter agreement may be amended, modified or supplemented only pursuant to a written instrument signed by the parties hereto, it is understood and agreed that no failure or delay by any party in exercising any of its rights hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof. Further, no party to this letter agreement shall have any duty or obligation to extend the term hereof, which either party shall be free to do or not in its sole discretion.

If this letter accurately sets forth our understanding, kindly execute the enclosed copy of this letter and return it to the undersigned.

Very truly yours,

NCR Corporation

By: /s/ William Nuti
Name: William Nuti
Title:

ACCEPTED AND AGREED:

Radiant Systems, Inc.

By: /s/ John Heyman
Name: John Heyman
Title: