UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
FORM 10-Q

(X) QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended December 31, 2013

OR

( ) TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from ______________ to ________________

Commission file number 0-14112

JACK HENRY & ASSOCIATES, INC.
(Exact name of registrant as specified in its charter)

Delaware	43-1128385
(State or Other Jurisdiction of Incorporation)	(I.R.S Employer Identification No.)

663 Highway 60, P.O. Box 807, Monett, MO 65708
(Address of Principle Executive Offices)
(Zip Code)

417-235-6652
(Registrant's telephone number, including area code)

N/A
(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.
Yes [X] No [ ]

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).
Yes [X] No [ ]

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer [X]		Accelerated filer [ ]
Non-accelerated filer [ ]	(Do not check if a smaller reporting company)	Smaller reporting company [ ]

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).
Yes [ ] No [X]

APPLICABLE ONLY TO CORPORATE ISSUERS

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

As of February 3, 2014, Registrant has 85,483,501 shares of common stock outstanding ($0.01 par value).

JACK HENRY & ASSOCIATES, INC.
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In this report, all references to “JHA”, the “Company”, “we”, “us”, and “our”, refer to Jack Henry & Associates, Inc., and its consolidated subsidiaries.

PART I. FINANCIAL INFORMATION
ITEM 1. FINANCIAL STATEMENTS

JACK HENRY & ASSOCIATES, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(In Thousands, Except Share and Per Share Data)
(Unaudited)

	December 31, 2013	June 30, 2013
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	**$ 155,501**	$ 127,905
Receivables, net	**136,369**	231,263
Income tax receivable	**1,342**	6,107
Prepaid expenses and other	**62,132**	59,244
Prepaid cost of product	**27,367**	23,366
Total current assets	**382,711**	447,885
PROPERTY AND EQUIPMENT, net	**299,016**	300,511
OTHER ASSETS:		
Non-current prepaid cost of product	**32,708**	27,898
Computer software, net of amortization	**143,357**	132,612
Other non-current assets	**32,665**	30,411
Customer relationships, net of amortization	**139,999**	147,167
Other intangible assets, net of amortization	**18,397**	9,380
Goodwill	**533,291**	533,291
Total other assets	**900,417**	880,759
Total assets	**$ 1,582,144**	$ 1,629,155
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	**$ 10,731**	$ 11,701
Accrued expenses	**51,293**	68,528
Accrued income taxes	**3,222**	—
Deferred income tax liability	**30,845**	30,845
Notes payable and current maturities of long term debt	**3,989**	7,929
Deferred revenues	**189,466**	293,255
Total current liabilities	**289,546**	412,258
LONG TERM LIABILITIES:		
Non-current deferred revenues	**10,838**	11,342
Non-current deferred income tax liability	**124,302**	120,434
Debt, net of current maturities	**5,689**	7,366
Other long-term liabilities	**6,322**	5,586
Total long term liabilities	**147,151**	144,728
Total liabilities	**436,697**	556,986
STOCKHOLDERS' EQUITY		
Preferred stock - $1 par value; 500,000 shares authorized, none issued	**—**	—
Common stock - $0.01 par value; 250,000,000 shares authorized; 102,370,171 shares issued at December 31, 2013 101,993,808 shares issued at June 30, 2013	**1,024**	1,020
Additional paid-in capital	**404,360**	400,710
Retained earnings	**1,142,145**	1,072,521
Less treasury stock at cost 16,753,889 shares at December 31, 2013 and June 30, 2013	**(402,082)**	(402,082)
Total stockholders' equity	**1,145,447**	1,072,169
Total liabilities and equity	**$ 1,582,144**	$ 1,629,155

See notes to condensed consolidated financial statements

JACK HENRY & ASSOCIATES, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(In Thousands, Except Per Share Data)
(Unaudited)

	Three Months Ended December 31,		Six Months Ended December 31,	
	2013	2012	**2013**	2012
REVENUE				
License	**$ 12,893**	$ 13,210	**$ 24,671**	$ 26,074
Support and service	**274,276**	250,310	**543,820**	494,895
Hardware	**15,356**	15,174	**29,694**	28,727
Total revenue	**302,525**	278,694	**598,185**	549,696
COST OF SALES				
Cost of license	**947**	1,251	**2,359**	2,329
Cost of support and service	**157,893**	144,683	**312,477**	288,101
Cost of hardware	**10,867**	10,523	**21,808**	21,101
Total cost of sales	**169,707**	156,457	**336,644**	311,531
GROSS PROFIT	**132,818**	122,237	**261,541**	238,165
OPERATING EXPENSES				
Selling and marketing	**21,071**	19,937	**42,529**	40,126
Research and development	**16,142**	15,691	**31,814**	30,337
General and administrative	**12,132**	27,181	**26,382**	40,759
Total operating expenses	**49,345**	62,809	**100,725**	111,222
OPERATING INCOME	**83,473**	59,428	**160,816**	126,943
INTEREST INCOME (EXPENSE)				
Interest income	**129**	190	**260**	378
Interest expense	**(267)**	(1,261)	**(546)**	(2,602)
Total interest income (expense)	**(138)**	(1,071)	**(286)**	(2,224)
INCOME BEFORE INCOME TAXES	**83,335**	58,357	**160,530**	124,719
PROVISION FOR INCOME TAXES	**29,353**	17,852	**56,760**	41,738
NET INCOME	**$ 53,982**	$ 40,505	**$ 103,770**	$ 82,981
Diluted earnings per share	**$ 0.63**	$ 0.47	**$ 1.21**	$ 0.96
Diluted weighted average shares outstanding	**85,986**	86,639	**85,920**	86,622
Basic earnings per share	**$ 0.63**	$ 0.47	**$ 1.22**	$ 0.96
Basic weighted average shares outstanding	**85,450**	86,084	**85,372**	86,097
Cash dividends paid per share	**$ 0.200**	$ 0.115	**$ 0.400**	$ 0.230

See notes to condensed consolidated financial statements

JACK HENRY & ASSOCIATES, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In Thousands)
(Unaudited)

	Six Months Ended December 31,	
	2013	2012
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income	**$ 103,770**	$ 82,981
Adjustments to reconcile net income from operations to net cash from operating activities:		
Depreciation	**26,153**	24,420
Amortization	**25,969**	24,037
Change in deferred income taxes	**3,868**	2,933
Expense for stock-based compensation	**4,541**	4,109
(Gain)/loss on disposal of assets	**(52)**	703
Changes in operating assets and liabilities:		
Change in receivables	**94,694**	89,193
Change in prepaid expenses, prepaid cost of product and other	**(14,672)**	(251)
Change in accounts payable	**(970)**	(4,710)
Change in accrued expenses	**(16,200)**	(7,456)
Change in income taxes	**8,508**	3,090
Change in deferred revenues	**(104,293)**	(99,881)
Net cash from operating activities	**131,316**	119,168
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures	**(21,866)**	(18,957)
Proceeds from sale of assets	**2,809**	265
Customer contracts acquired	**—**	(186)
Internal use software	**(6,980)**	—
Computer software developed	**(29,015)**	(23,826)
Net cash from investing activities	**(55,052)**	(42,704)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Repayments on credit facilities	**(13,630)**	(17,336)
Purchase of treasury stock	**—**	(9,297)
Dividends paid	**(34,146)**	(19,813)
Excess tax benefits from stock-based compensation	**3,152**	2,354
Proceeds from issuance of common stock upon exercise of stock options	**221**	4,296
Minimum tax withholding payments related to share based compensation	**(6,239)**	(2,799)
Proceeds from sale of common stock, net	**1,974**	1,672
Net cash from financing activities	**(48,668)**	(40,923)
NET CHANGE IN CASH AND CASH EQUIVALENTS	**$ 27,596**	$ 35,541
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	**$ 127,905**	$ 157,313
CASH AND CASH EQUIVALENTS, END OF PERIOD	**$ 155,501**	$ 192,854
Supplemental cash flow information:		
Net cash paid for income taxes	**$ 41,233**	$ 33,361
Interest paid	**$ 301**	$ 1,953
Property and equipment in accrued liabilities or acquired via capital lease	**$ 7,198**	$ 15,661

See notes to condensed consolidated financial statements

JACK HENRY & ASSOCIATES, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(In Thousands, Except Per Share Amounts)
(Unaudited)

NOTE 1. NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of the company

Jack Henry & Associates, Inc. and subsidiaries ("JHA" or the "Company") is a provider of integrated computer systems and services that has developed and acquired a number of banking and credit union software systems. The Company's revenues are predominately earned by marketing those systems to financial institutions nationwide together with computer equipment (hardware), by providing the conversion and software implementation services for financial institutions to utilize JHA software systems, and by providing other related services. JHA also provides continuing support and services to customers using in-house or outsourced systems.

Consolidation

The consolidated financial statements include the accounts of JHA and all of its subsidiaries, which are wholly-owned, and all intercompany accounts and transactions have been eliminated.

Fair value of financial instruments

For cash equivalents, amounts receivable or payable and short-term borrowings, fair values approximate carrying value, based on the short-term nature of the assets and liabilities. The fair value of long term debt also approximates carrying value as estimated using discounted cash flows based on the Company's current incremental borrowing rates or quoted prices in active markets.

The Company's estimates of the fair value for financial assets and financial liabilities are based on the framework established in the fair value accounting guidance. The framework is based on the inputs used in valuation, gives the highest priority to quoted prices in active markets, and requires that observable inputs be used in the valuations when available. The three levels of the hierarchy are as follows:

Level 1: inputs to the valuation are quoted prices in an active market for identical assets

Level 2: inputs to the valuation include quoted prices for similar assets in active markets that are observable either directly or indirectly

Level 3: valuation is based on significant inputs that are unobservable in the market and the Company's own estimates of assumptions that we believe market participants would use in pricing the asset

Fair value of financial assets, included in cash and cash equivalents, is as follows:

	Estimated Fair Value Measurements			Total Fair
	Level 1	Level 2	Level 3	Value
December 31, 2013				
Financial Assets:				
Money market funds	**$ 131,798**	**$ —**	**$ —**	**$ 131,798**
June 30, 2013				
Financial Assets:				
Money market funds	**$ 101,576**	**$ —**	**$ —**	**$ 101,576**

Comprehensive income

Comprehensive income for the three and six month periods ended December 31, 2013 and 2012 equals the Company's net income.

Interim financial statements

The accompanying condensed consolidated financial statements have been prepared in accordance with the instructions to Form 10-Q of the Securities and Exchange Commission and in accordance with accounting principles generally accepted in the United States of America applicable to interim condensed consolidated financial statements, and do not include all of the information and footnotes required by accounting principles generally accepted in the United States of America for complete consolidated financial statements. The condensed consolidated financial statements should be read in conjunction with the Company's audited consolidated financial statements and accompanying notes, which are included in its Annual Report on Form 10-K ("Form 10-K") for the fiscal year ended

June 30, 2013. The accounting policies followed by the Company are set forth in Note 1 to the Company's consolidated financial statements included in its Form 10-K for the fiscal year ended June 30, 2013.

In the opinion of the management of the Company, the accompanying unaudited condensed consolidated financial statements reflect all adjustments necessary (consisting of normal recurring adjustments) to present fairly the financial position of the Company as of December 31, 2013, the results of its operations for the three and six month periods ended December 31, 2013 and 2012, and its cash flows for the six month periods ended December 31, 2013 and 2012.

The results of operations for the period ended December 31, 2013 are not necessarily indicative of the results to be expected for the entire year.

NOTE 2. ADDITIONAL INTERIM FOOTNOTE INFORMATION

The following additional information is provided to update the notes to the Company's annual consolidated financial statements for developments during the period ended December 31, 2013.

Common stock

The Board of Directors has authorized the Company to repurchase shares of its common stock. Under this authorization, the Company may finance its share repurchases with available cash reserves or short-term borrowings on its existing credit facilities. The share repurchase program does not include specific price targets or timetables and may be suspended at any time. At December 31, 2013, there were 16,754 shares in treasury stock and the Company had the remaining authority to repurchase up to 8,237 additional shares. The total cost of treasury shares at December 31, 2013 is $402,082. No treasury shares were purchased in the first six months of fiscal 2014.

Commitments and contingencies

For fiscal 2014, the Board of Directors approved bonus plans for its executive officers and general managers. Under the plan, bonuses may be paid following the end of the current fiscal year based upon achievement of operating income and individually tailored performance targets. For general managers, one half of each manager's bonus is contingent upon meeting individual business unit objectives established by the executive officer to whom the general manager reports.

The Company has entered into agreements that provide its executive officers with compensation totaling two years' base salary and target bonus in the event the Company terminates the executive without cause within the period from 90 days before to two years after a change in control of the Company. The Company has also entered into agreements that provide its general managers with compensation totaling one year of base salary and target bonus under circumstances identical to those contained in the executive officer agreements.

Litigation

We are subject to various routine legal proceedings and claims, including the following:

In May 2013 a patent infringement lawsuit entitled *DataTreasury Corporation v. Jack Henry & Associates, Inc. et. al*. was filed against the Company, several subsidiaries and a number of customer financial institutions in the US District Court for the Eastern District of Texas. The complaint seeks damages, interest, injunctive relief, and attorneys' fees for the alleged infringement of two patents, as well as trebling of damage awards for alleged willful infringement. We believe we have strong defenses and intend to defend the lawsuit vigorously. At this early stage, we cannot make a reasonable estimate of possible loss or range of loss, if any, arising from this lawsuit.

NOTE 3. RECENT ACCOUNTING PRONOUNCEMENTS

In July 2013, the FASB issued ASU No. 2013-11, Income Taxes. The amendments update guidance on the financial statement presentation of an unrecognized tax benefit when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists. The provisions in this update will be effective for the Company beginning January 1, 2014 and we do not anticipate that this update will materially impact the financial statements.

NOTE 4. DEBT

The Company's outstanding long and short term debt is as follows:

	December 31, 2013	June 30, 2013
LONG TERM DEBT		
Capital leases	**$ 9,102**	$ 14,161
Other borrowings	**—**	120
	9,102	14,281
Less current maturities	**3,413**	6,915
Debt, net of current maturities	**$ 5,689**	$ 7,366
SHORT TERM DEBT		
Capital leases	**$ 534**	$ 1,014
Current maturities of long-term debt	**3,413**	6,915
Other borrowings	**42**	—
Notes payable and current maturities of long term debt	**$ 3,989**	$ 7,929

Capital leases

The Company has entered into various capital lease obligations for the use of certain computer equipment. Long term capital lease obligations were entered into of which $9,102 remains outstanding at December 31, 2013 and $3,413 will be maturing within the next twelve months. The Company also has short term capital lease obligations totaling $534 at December 31, 2013.

Other lines of credit

The long term revolving credit facility allows for borrowings of up to $150,000, which may be increased by the Company at any time until maturity to $250,000. Each of the above loans bear interest at a variable rate equal to (a) a rate based on LIBOR or (b) an alternate base rate (the greater of (a) the Federal Funds Rate plus 0.5%, (b) the Prime Rate or (c) LIBOR plus 1.0%), plus an applicable percentage in each case determined by the Company's leverage ratio. The credit facility is secured by pledges of capital stock of certain subsidiaries of the Company and also guaranteed by certain subsidiaries of the Company. The credit facility is subject to various financial covenants that require the Company to maintain certain financial ratios as defined in the agreement. As of December 31, 2013, the Company was in compliance with all such covenants. The revolving loan terminates June 4, 2015 and at December 31, 2013, there was no outstanding revolving loan balance.

The Company renewed an unsecured bank credit line on April 29, 2012 which provides for funding of up to $5,000 and bears interest at the prime rate less 1% (2.25% at December 31, 2013). The credit line was renewed through April 29, 2014. At December 31, 2013, no amount was outstanding.

NOTE 5. INCOME TAXES

The effective tax rate of 35.2% of income before income taxes for the quarter ended December 31, 2013 is higher than 30.6% for the same quarter in fiscal 2013 primarily due to recognition of previously-unrecognized tax benefits upon completion of an IRS examination during prior year quarter.

At December 31, 2013, the Company had $4,753 of gross unrecognized tax benefits, $3,637 of which, if recognized, would affect our effective tax rate. Our policy is to include interest and penalties related to unrecognized tax benefits in the provision for income taxes. As of December 31, 2013, we had accrued interest and penalties of $722 related to uncertain tax positions.

During the fiscal year ended June 30, 2012, the Internal Revenue Service initiated an examination of the Company's U.S. federal income tax returns for the fiscal years ended June 30, 2010 and 2011. The exam was completed in fiscal 2013 and did not result in a material change to the financial condition of the Company. The U.S. federal and state income tax returns for June 30, 2010 and all subsequent years remain subject to examination as of December 31, 2013 under statute of limitations rules. We anticipate potential changes could reduce the unrecognized tax benefits balance by $100 - $700 within twelve months of December 31, 2013.

NOTE 6. STOCK-BASED COMPENSATION

For the three months ended December 31, 2013 and 2012, there was $2,619 and $2,375 of equity-based compensation costs, respectively. Pre-tax operating income for the first six months of fiscal 2014 and 2013 includes $4,541 and $4,109 of equity-based compensation costs respectively.

2005 NSOP and 1996 SOP

The Company previously issued options to employees under the 1996 Stock Option Plan ("1996 SOP") and to outside directors under the 2005 Non-Qualified Stock Option Plan ("2005 NSOP"). No stock options were issued under the 1996 SOP or the 2005 NSOP during the six months ended December 31, 2013.

A summary of option plan activity under the plan is as follows:

	Number of Shares	Weighted Average Exercise Price	Aggregate Intrinsic Value
Outstanding July 1, 2013	144	21.79	
Granted	—	—	
Forfeited	—	—	
Exercised	(7)	18.62	
Outstanding December 31, 2013	**137**	**$ 21.95**	**$ 5,085**
Vested December 31, 2013	**137**	**$ 21.95**	**$ 5,085**
Exercisable December 31, 2013	**137**	**$ 21.95**	**$ 5,085**

Compensation cost related to outstanding options has been fully recognized. The weighted-average remaining contractual term on options currently exercisable as of December 31, 2013 was 3.69 years.

Restricted Stock Plan

The Company issues both unit awards and share awards under the Restricted Stock Plan. The following table summarizes non-vested unit awards as of December 31, 2013, as well as activity for the six months then ended:

Unit awards	Shares	Weighted Average Grant Date Fair Value
Outstanding July 1, 2013	814	23.08
Granted	164	48.21
Vested	(168)	15.77
Forfeited	(101)	15.77
Outstanding December 31, 2013	**709**	**$ 31.66**

The weighted average assumptions used in this model to estimate fair value at the measurement date and resulting values are as follows:

Volatility	21.6%
Risk free interest rate	0.91%
Dividend yield	1.6%
Stock Beta	0.837

At December 31, 2013, there was $12,166 of compensation expense that has yet to be recognized related to non-vested restricted stock unit awards, which will be recognized over a weighted-average period of 1.40 years.

The following table summarizes non-vested share awards as of December 31, 2013, as well as activity for the six months then ended:

Share awards	Shares	Weighted Average Grant Date Fair Value
Outstanding July 1, 2013	252	25.83
Granted	27	53.90
Vested	(132)	23.49
Forfeited	(1)	22.17
Outstanding December 31, 2013	**146**	**$ 33.14**

At December 31, 2013, there was $2,461 of compensation expense that has yet to be recognized related to non-vested restricted stock share awards, which will be recognized over a weighted-average period of 1.29 years.

NOTE 7. EARNINGS PER SHARE

The following table reflects the reconciliation between basic and diluted earnings per share:

	Three Months Ended December 31,		Six Months Ended December 31,	
	2013	2012	**2013**	2012
Net Income	**$ 53,982**	$ 40,505	**$ 103,770**	$ 82,981
Common share information:				
Weighted average shares outstanding for basic earnings per share	**85,450**	86,084	**85,372**	86,097
Dilutive effect of stock options and restricted stock	**536**	555	**548**	525
Weighted average shares outstanding for diluted earnings per share	**85,986**	86,639	**85,920**	86,622
Basic earnings per share	**$ 0.63**	$ 0.47	**$ 1.22**	$ 0.96
Diluted earnings per share	**$ 0.63**	$ 0.47	**$ 1.21**	$ 0.96

Per share information is based on the weighted average number of common shares outstanding for the three and six month periods ended December 31, 2013 and 2012. Stock options and restricted stock have been included in the calculation of earnings per share to the extent they are dilutive. There were no anti-dilutive stock options or restricted stock excluded for the three month period ended December 31, 2013 (no shares were excluded for the three month period ended December 31, 2012). There were 9 anti-dilutive stock options and restricted stock excluded from the computation of diluted earnings per share for the six month period ended December 31, 2013 (149 shares were excluded for the six month period ended December 31, 2012).

NOTE 8. BUSINESS SEGMENT INFORMATION

The Company is a provider of integrated computer systems that perform data processing (available for in-house installations or outsourced services) for banks and credit unions. The Company's operations are classified into two reportable segments: bank systems and services ("Bank") and credit union systems and services ("Credit Union"). The Company evaluates the performance of its segments and allocates resources to them based on various factors, including prospects for growth, return on investment, and return on revenue.

	Three Months Ended December 31, 2013			Three Months Ended December 31, 2012		
	Bank	**Credit Union**	**Total**	Bank	Credit Union	Total
REVENUE						
License	**$ 8,017**	**$ 4,876**	**$ 12,893**	$ 7,524	$ 5,686	$ 13,210
Support and service	**210,376**	**63,900**	**274,276**	189,898	60,412	250,310
Hardware	**11,482**	**3,874**	**15,356**	10,712	4,462	15,174
Total revenue	**229,875**	**72,650**	**302,525**	208,134	70,560	278,694
COST OF SALES						
Cost of license	**760**	**187**	**947**	1,034	217	1,251
Cost of support and service	**120,809**	**37,084**	**157,893**	109,156	35,527	144,683
Cost of hardware	**7,968**	**2,899**	**10,867**	7,184	3,339	10,523
Total cost of sales	**129,537**	**40,170**	**169,707**	117,374	39,083	156,457
GROSS PROFIT	**$ 100,338**	**$ 32,480**	**132,818**	$ 90,760	$ 31,477	122,237
OPERATING EXPENSES			**49,345**			62,809
INTEREST INCOME (EXPENSE)			**(138)**			(1,071)
INCOME BEFORE INCOME TAXES			**$ 83,335**			$ 58,357

	Six Months Ended December 31, 2013			Six Months Ended December 31, 2012		
	Bank	**Credit Union**	**Total**	Bank	Credit Union	Total
REVENUE						
License	**$ 14,395**	**$ 10,276**	**$ 24,671**	$ 14,804	$ 11,270	$ 26,074
Support and service	**414,421**	**129,399**	**543,820**	375,963	118,932	494,895
Hardware	**22,066**	**7,628**	**29,694**	19,793	8,934	28,727
Total revenue	**450,882**	**147,303**	**598,185**	410,560	139,136	549,696
COST OF SALES						
Cost of license	**1,772**	**587**	**2,359**	1,721	608	2,329
Cost of support and service	**238,805**	**73,672**	**312,477**	217,878	70,223	288,101
Cost of hardware	**16,149**	**5,659**	**21,808**	14,395	6,706	21,101
Total cost of sales	**256,726**	**79,918**	**336,644**	233,994	77,537	311,531
GROSS PROFIT	**$ 194,156**	**$ 67,385**	**261,541**	$ 176,566	$ 61,599	238,165
OPERATING EXPENSES			**100,725**			111,222
INTEREST INCOME (EXPENSE)			**(286)**			(2,224)
INCOME BEFORE INCOME TAXES			**$ 160,530**			$ 124,719

	December 31, 2013	June 30, 2013
Property and equipment, net		
Bank systems and services	**$ 263,769**	$ 265,595
Credit Union systems and services	**35,247**	34,916
Total	**$ 299,016**	$ 300,511
Intangible assets, net		
Bank systems and services	**$ 603,601**	$ 589,891
Credit Union systems and services	**231,443**	232,559
Total	**$ 835,044**	$ 822,450

The Company has not disclosed any additional asset information by segment, as the information is not produced internally and its preparation is impracticable.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This discussion and analysis should be read in conjunction with the condensed consolidated financial statements and the accompanying notes to the condensed consolidated financial statements included in this Form 10-Q.

RESULTS OF OPERATIONS

Background and Overview

Jack Henry & Associates, Inc. (JHA) is a leading provider of technology solutions and payment processing services primarily for financial services organizations. Our solutions are marketed and supported through three primary brands. Jack Henry Banking® supports banks ranging from community to mid-tier, multi-billion dollar institutions with information and transaction processing solutions. Symitar® is a leading provider of information and transaction processing solutions for credit unions of all sizes. ProfitStars® provides specialized products and services that enable financial institutions of every asset size and charter, and diverse corporate entities outside the financial services industry, to mitigate and control risks, optimize revenue and growth opportunities, and contain costs. JHA's integrated solutions are available for in-house installation and outsourced and hosted delivery.

The majority of our revenue is derived from recurring outsourcing fees and transaction processing fees that predominantly have contract terms of five years or greater at inception. Support and service fees also include in-house maintenance fees on primarily annual contract terms. Less predictable software license fees and hardware sales complement our primary revenue sources. We continually seek opportunities to increase revenue while at the same time containing costs to expand margins.

In the second quarter of fiscal 2014, revenues increased 9% or $23,831 compared to the same period in the prior year, with strong growth continuing in our support & service revenue component, particularly in our electronic payment services. In the six months ending December 31, 2013, revenues increased 9% or $48,489 compared to the same six months last year, with strong growth continuing in all components of our support & service revenues. The growth in revenue and the Company's continued focus on cost management continued to drive up gross margins for the year-to-date period.

Operating expenses decreased 21% for the quarter and decreased 9% for the six month period ended December 31, 2013 mainly due to $13,686 of year-to-date expenses in the prior year related to the impact of Hurricane Sandy flooding on our Lyndhurst, New Jersey item processing center. Provision for income taxes increased over both the prior quarter and year-to-date periods. The prior year was low due to the tax impact of the Lyndhurst, New Jersey expenses and the release of previously unrecognized tax benefits. The result of increased revenue and the above changes resulted in a combined 33% increase in net income for the quarter and 25% for the six months ended December 31, 2013.

We continue to focus on our objective of providing the best integrated solutions, products and customer service to our clients. We are cautiously optimistic regarding ongoing economic improvement and expect our clients to continue investing in our products and services to improve their operating efficiencies and performance. We anticipate that consolidation within the financial services industry will continue, including some reduced amount of bank failures and an increasing amount of merger and acquisition activity. Regulatory conditions and legislation such as the Dodd-Frank Wall Street Reform and Consumer Protection Act will continue to impact the financial services industry and could motivate some financial institutions to postpone discretionary spending.

A detailed discussion of the major components of the results of operations for the three and six month periods ended December 31, 2013 follows. All amounts are in thousands and discussions compare the current three and six month periods ended December 31, 2013, to the prior year three and six month periods ended December 31, 2012.

REVENUE

License Revenue	Three Months Ended December 31,		% Change	Six Months Ended December 31,		% Change
	2013	2012		**2013**	**2012**	
License	**$ 12,893**	$ 13,210	**(2)%**	**$ 24,671**	**$ 26,074**	**(5)%**
Percentage of total revenue	**4%**	5%		**4%**	**5%**	

License revenue decreased for the quarter and year-to-date periods due mainly to a decrease in license revenue from both core and complementary Credit Union products.

While license fees will fluctuate, recent trends indicate that our customers are increasingly electing to contract for our products via outsourced delivery rather than a traditional license as our outsourced delivery does not require an up-front capital investment in license fees. We expect this trend to continue in the long term.

Support and Service Revenue	Three Months Ended December 31,		% Change	Six Months Ended December 31,		% Change
	2013	2012		**2013**	2012	
Support and service	**$ 274,276**	$ 250,310	**10%**	**$ 543,820**	$ 494,895	**10%**
Percentage of total revenue	**91%**	90%		**91%**	90%	

	Qtr over Qtr		Year over Year	
	$ Change	% Change	$ Change	% Change
In-House Support & Other Services	$ 4,753	6%	$ 6,667	4%
Electronic Payment Services	11,734	12%	26,056	13%
Outsourcing Services	5,738	11%	12,620	12%
Implementation Services	1,741	8%	3,582	9%
Total Increase	**$ 23,966**		**$ 48,925**	

There was growth in all support and service revenue components for the current quarter and year-to-date.

In-house support and other services revenue increased for the quarter and year-to-date due to annual maintenance fee increases for both core and complementary products as our customers' assets grow and due to the maintenance fees associated with new software implemented.

Electronic payment services continue to experience the largest growth. The revenue increases are attributable to strong performance across debit/credit card transaction processing services, online bill payment services and ACH processing.

Outsourcing services for banks and credit unions continue to drive revenue growth as customers continue to show a preference for outsourced delivery of our solutions. We expect the trend towards outsourced product delivery to benefit outsourcing services revenue for the foreseeable future. Revenues from outsourcing services are typically earned under multi-year service contracts and therefore provide a long-term stream of recurring revenues.

Implementation services revenue increased for the quarter due mainly to increased implementations of our Credit Union core products. The year-to-date increase is due mainly to increased implementations of our Credit Union core and also our remote deposit capture products.

Hardware Revenue	Three Months Ended December 31,		% Change	Six Months Ended December 31,		% Change
	2013	**2012**		**2013**	2012	
Hardware	**$ 15,356**	**$ 15,174**	**1%**	**$ 29,694**	$ 28,727	**3%**
Percentage of total revenue	**5%**	**5%**		**5%**	5%	

Hardware revenue increased slightly for the quarter and year-to-date periods. Although there will be continuing quarterly fluctuations, we expect there to be an overall decreasing trend in hardware sales due to the change in sales mix towards outsourcing contracts, which typically do not include hardware, and the general deflationary trend of computer prices.

BACKLOG

Our backlog of $503,761 ($122,311 in-house and $381,450 outsourcing) at December 31, 2013 increased 11% from $452,239 ($89,796 in-house and $362,443 outsourcing) at December 31, 2012. The current quarter backlog remained consistent with September 30, 2013, when backlog was $503,103 ($116,852 in-house and $386,251 outsourcing).

COST OF SALES AND GROSS PROFIT

	Three Months Ended December 31,		% Change	Six Months Ended December 31,		% Change
	2013	2012		**2013**	2012	
Cost of License	**$ 947**	$ 1,251	**(24)%**	**$ 2,359**	$ 2,329	**1 %**
Percentage of total revenue	<1%	<1%		<1%	<1%	
License Gross Profit	**$ 11,946**	$ 11,959	**— %**	**$ 22,312**	$ 23,745	**(6)%**
Gross Profit Margin	**93%**	91%		**90%**	91%	
Cost of support and service	**$ 157,893**	$ 144,683	**9 %**	**$ 312,477**	$ 288,101	**8 %**
Percentage of total revenue	**52%**	52%		**52%**	52%	
Support and Service Gross Profit	**$ 116,383**	$ 105,627	**10 %**	**$ 231,343**	$ 206,794	**12 %**
Gross Profit Margin	**42%**	42%		**43%**	42%	
Cost of hardware	**$ 10,867**	$ 10,523	**3 %**	**$ 21,808**	$ 21,101	**3 %**
Percentage of total revenue	**4%**	4%		**4%**	4%	
Hardware Gross Profit	**$ 4,489**	$ 4,651	**(3)%**	**$ 7,886**	$ 7,626	**3 %**
Gross Profit Margin	**29%**	31%		**27%**	27%	
TOTAL COST OF SALES	**$ 169,707**	$ 156,457	**8 %**	**$ 336,644**	$ 311,531	**8 %**
Percentage of total revenue	**56%**	56%		**56%**	57%	
TOTAL GROSS PROFIT	**$ 132,818**	$ 122,237	**9 %**	**$ 261,541**	$ 238,165	**10 %**
Gross Profit Margin	**44%**	44%		**44%**	43%	

Cost of license consists of the direct costs of third party software. For the quarter, sales of third party software products decreased compared to last quarter, leading to higher gross profit margins. For the year-to-date, sales of third party software products increased, which has led to higher related costs and slightly decreased gross profit margins.

Gross profit margins in support and service have remained consistent for the quarter and increased for the year-to-date period due to economies of scale realized from increased revenues, particularly in electronic payment services.

In general, changes in cost of hardware trend consistently with hardware revenue. For the quarter, margins are lower due to decreased sales of higher margin hardware upgrade products.

OPERATING EXPENSES

Selling and Marketing	Three Months Ended December 31,		% Change	Six Months Ended December 31,		% Change
	2013	**2012**		**2013**	2012	
Selling and marketing	**$ 21,071**	**$ 19,937**	**6%**	**$ 42,529**	$ 40,126	**6%**
Percentage of total revenue	**7%**	**7%**		**7%**	7%	

Selling and marketing expenses for the quarter and year-to-date increased mainly due to higher commission expenses and a general increase in sales headcount and related salaries. This is in line with increased sales volume of long term service contracts on which commissions are paid as a percentage of total revenue.

Research and Development	Three Months Ended December 31,		% Change	Six Months Ended December 31,		% Change
	2013	**2012**		**2013**	2012	
Research and development	**$ 16,142**	**$ 15,691**	**3%**	**$ 31,814**	$ 30,337	**5%**
Percentage of total revenue	**5%**	**6%**		**5%**	6%	

Research and development expenses increased slightly for the quarter and year-to-date periods primarily due to increased headcount and related salaries.

General and Administrative	Three Months Ended December 31,		% Change	Six Months Ended December 31,		% Change
	2013	**2012**		**2013**	2012	
General and administrative	**$ 12,132**	**$ 27,181**	**(55)%**	**$ 26,382**	$ 40,759	**(35)%**
Percentage of total revenue	**4%**	**10%**		**4%**	7%	

General and administrative expenses decreased compared to quarter and year-to-date periods last year due mainly to expenses in the prior year related to the impact of Hurricane Sandy flooding on our Lyndhurst, New Jersey item processing center.

Excluding the Lyndhurst expenses from the prior year and the insurance recovery from the current year, non-GAAP general and administrative expenses would have been $15,032 and $29,282 for the quarter and year-to-date current year periods, respectively, and the non-GAAP increase would have been $1,537, or 11% for the quarter and $2,209, or 8%, for the year-to-date compared to the prior year.

INTEREST INCOME AND EXPENSE	Three Months Ended December 31,		% Change	Six Months Ended December 31,		% Change
	2013	**2012**		**2013**	2012	
Interest Income	**$ 129**	**$ 190**	**(32)%**	**$ 260**	$ 378	**(31)%**
Interest Expense	**$ (267)**	**$ (1,261)**	**(79)%**	**$ (546)**	$ (2,602)	**(79)%**

Interest income fluctuated due to changes in invested balances and yields on invested balances. Interest expense decreased for the quarter and year-to-date due to full repayment of our term loan in the fourth quarter of fiscal 2013.

PROVISION FOR INCOME TAXES

The provision for income taxes was $29,353 and $56,760 for the three and six-month periods ended December 31, 2013 compared with $17,852 and $41,738 for the same periods last year. As of the end of the current quarter, the effective rate of income taxes is 35.2% and 35.4% of income before income taxes for the quarter and year-to-date respectively, compared to 30.6% and 33.5% as reported in fiscal 2013. The increase in the effective tax rate was primarily due to the recognition of previously unrecognized tax benefits during the prior year quarter following the close of an Internal Revenue Service audit of fiscal years 2010 and 2011.

NET INCOME

Net income increased 33% for the three months ended December 31, 2013. For the second quarter of fiscal 2014, it was $53,982 or $0.63 per diluted share compared to $40,505, or $0.47 per diluted share in the same period last year. Net income also increased 25% for the six month period ended December 31, 2013 to $103,770 or $1.21 per diluted share compared to $82,981 or $0.96 per diluted share, for the same six month period last year.

	Three Months Ended December 31, 2013		
	GAAP	Lyndhurst, New Jersey	Non-GAAP
Gross Profit	$ 132,818	$ —	$ 132,818
Operating Expenses	49,345	2,900	52,245
Operating Income	83,473	(2,900)	80,573
Interest Income (Expense)	(138)	—	(138)
Income Before Income Taxes	83,335	(2,900)	80,435
Provision for Income Taxes	29,353	(1,021)	28,332
Net Income	53,982	(1,879)	52,103
Diluted weighted average shares outstanding	85,986	85,986	85,986
Diluted earnings per share	$ 0.63	$ (0.02)	$ 0.61

	Three Months Ended December 31, 2012		
	GAAP	Lyndhurst, New Jersey	Non-GAAP
Gross Profit	$ 122,237	$ —	$ 122,237
Operating Expenses	62,809	(13,686)	49,123
Operating Income	59,428	13,686	73,114
Interest Income (Expense)	(1,071)	-	(1,071)
Income Before Income Taxes	58,357	13,686	72,043
Provision for Income Taxes	17,852	4,893	22,745
Net Income	40,505	8,793	49,298
Diluted weighted average shares outstanding	86,639	86,639	86,639
Diluted earnings per share	$ 0.47	$ 0.10	$ 0.57

The Company reports its financial results in accordance with U.S. GAAP. The Company believes that the non-GAAP financial measures discussed above allows management and investors to understand and compare the Company's results in a more consistent manner. The non-GAAP measures should be considered supplemental and not a substitute for the Company's results that were recorded in accordance with GAAP for the periods presented.

BUSINESS SEGMENT DISCUSSION

The Company is a provider of integrated computer systems that perform data processing (available for in-house installations or outsourced services) for banks and credit unions. The Company’s operations are classified into two reportable segments: bank systems and services (“Bank”) and credit union systems and services (“Credit Union”). The Company evaluates the performance of its segments and allocates resources to them based on various factors, including prospects for growth, return on investment, and return on revenue.

Bank Systems and Services

	Three Months Ended December 31,		% Change	Six Months Ended December 31,		% Change
	2013	2012		**2013**	2012	
Revenue	**$ 229,875**	$ 208,134	**10%**	**$ 450,882**	$ 410,560	**10%**
Gross profit	**$ 100,338**	$ 90,760	**11%**	**$ 194,156**	$ 176,566	**10%**
Gross profit margin	**44%**	44%		**43%**	43%	

Revenue in the Bank segment increased 10% compared to the equivalent quarter last fiscal year. This was primarily due to growth in all areas of support and service revenue, particularly electronic payment transaction processing services revenue which grew 17% and outsourcing services revenue which increased 11%.

Year-to-date revenue increased 10% for the six month period due mainly to increased support and service revenue. Within support and service revenue, the increase was driven by 17% year-over-year growth in electronic payment services revenues from transaction processing and a 13% increase in outsourcing services revenue.

Gross profit margins remain consistent for both the quarter and year-to-date.

Credit Union Systems and Services

	Three Months Ended December 31,		% Change	Six Months Ended December 31,		% Change
	2013	2012		**2013**	2012	
Revenue	**$ 72,650**	$ 70,560	**3%**	**$ 147,303**	$ 139,136	**6%**
Gross profit	**$ 32,480**	$ 31,477	**3%**	**$ 67,385**	$ 61,599	**9%**
Gross profit margin	**45%**	45%		**46%**	44%	

Revenue in the Credit Union segment increased 3% from the same quarter last year mainly due to support & service revenue which increased 6% due to growth in all areas of support and service revenue. Gross profit margins for the Credit Union segment for the three month period have remained consistent with the prior year.

Year-to-date revenue in the Credit Union segment increased 6% over the prior year, driven by all components of support & service revenue. In particular, electronic payment services increased due to the continuing growth of our transaction processing and debit/credit card processing services and increased implementation services. Gross profit margins for the Credit Union segment for the six month period increased mainly due to economies of scale realized from growing transaction volume in our payment processing services.

FINANCIAL CONDITION

Liquidity

The Company's cash and cash equivalents increased to $155,501 at December 31, 2013 from $127,905 at June 30, 2013. The increase from June 30, 2013 is primarily due to continued receipts from our annual maintenance billings.

The following table summarizes net cash from operating activities in the statement of cash flows:

	Six Months Ended December 31,	
	2013	2012
Net income	**$ 103,770**	$ 82,981
Non-cash expenses	**60,479**	56,202
Change in receivables	**94,694**	89,193
Change in deferred revenue	**(104,293)**	(99,881)
Change in other assets and liabilities	**(23,334)**	(9,327)
Net cash provided by operating activities	**$ 131,316**	$ 119,168

Cash provided by operating activities increased 10% compared to last year. Cash from operations is primarily used to repay debt, pay dividends, repurchase stock and other capital expenditures.

Cash used in investing activities for the first six months of fiscal year 2014 totaled $55,052 and included capital expenditures on facilities and equipment of $21,866, which included spending on our outsourcing data center infrastructure, and purchase of an aircraft and computer equipment. Other uses of cash included $29,015 for the development of software and $6,980 for the purchase and development of internal use software. These expenditures have been partially offset by $2,809 proceeds received primarily from sale of an aircraft. Cash used in investing activities for the first six months of fiscal 2013 totaled $42,704. The largest uses of cash included $23,826 for the development of software and $18,957 capital expenditures on facilities and equipment, which includes spending on our online bill payment data center migration. These expenditures were partially offset by proceeds of $265 from the sale of property.

Financing activities used cash of $48,668 during the first six months of the current fiscal year. Cash used was mainly dividends paid to stockholders of $34,146, repayments of capital leases of $13,630, and $892 related to stock-based compensation. Net cash used in the first six months of last year was $40,923, which included dividends paid to stockholders of $19,813, repayments of long and short term borrowings on our credit facilities of $17,336, and $9,297 for the purchase of treasury shares. Cash used last year was partially offset by $5,523 net proceeds from the issuance of stock and tax related to stock-based compensation.

We have not experienced any significant issues with our current collection efforts. Furthermore, we believe that any future impact to our liquidity would be minimized by our access to available lines of credit.

Capital Requirements and Resources

The Company generally uses existing resources and funds generated from operations to meet its capital requirements. Capital expenditures totaling $21,866 and $18,957 for the six month periods ended December 31, 2013 and 2012, respectively, were made primarily for additional equipment and the improvement of existing facilities. These additions were funded from cash generated by operations. Total consolidated capital expenditures for the Company for fiscal year 2014 are not expected to exceed $50,000 and will be funded from cash generated by operations.

The Board of Directors has authorized the Company to repurchase shares of its common stock. Under this authorization, the Company may finance its share repurchases with available cash reserves or short-term borrowings on its existing credit facilities. The share repurchase program does not include specific price targets or timetables and may be suspended at any time. At December 31, 2013, there were 16,754 shares in treasury stock and the Company had the remaining authority to repurchase up to 8,237 additional shares. The total cost of treasury shares at December 31, 2013 is $402,082. No treasury shares were purchased in the first six months of fiscal 2014.

Capital leases

The Company has entered into various capital lease obligations for the use of certain computer equipment. Long term capital lease obligations were entered into of which $9,102 remains outstanding at December 31, 2013 of which $3,413 will be maturing within the next twelve months. The Company also has short term capital lease obligations totaling $534 at December 31, 2013.

Other lines of credit

The long term revolving credit facility allows for borrowings of up to $150,000, which may be increased by the Company at any time until maturity to $250,000. Each of the above loans bear interest at a variable rate equal to (a) a rate based on LIBOR or (b) an alternate base rate (the greater of (a) the Federal Funds Rate plus 0.5%, (b) the Prime Rate or (c) LIBOR plus 1.0%), plus an applicable percentage in each case determined by the Company's leverage ratio. The credit facility is secured by pledges of capital stock of certain subsidiaries of the Company and also guaranteed by certain subsidiaries of the Company. The credit facility is subject to various financial covenants that require the Company to maintain certain financial ratios as defined in the agreement. As of December 31, 2013, the Company was in compliance with all such covenants. The revolving loan terminates June 4, 2015 and at December 31, 2013, there was no outstanding revolving loan balance.

The Company renewed an unsecured bank credit line on April 29, 2012 which provides for funding of up to $5,000 and bears interest at the prime rate less 1% (2.25% at December 31, 2013). The credit line was renewed through April 29, 2014. At December 31, 2013, no amount was outstanding.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risk refers to the risk that a change in the level of one or more market prices, interest rates, indices, volatilities, correlations or other market factors such as liquidity, will result in losses for a certain financial instrument or group of financial instruments. We are currently exposed to credit risk on credit extended to customers and interest risk on outstanding debt. We do not currently use any derivative financial instruments. We actively monitor these risks through a variety of controlled procedures involving senior management.

Based on the controls in place and the credit worthiness of the customer base, we believe the credit risk associated with the extension of credit to our customers will not have a material adverse effect on our consolidated financial position, results of operations or cash flows.

We have no outstanding debt with variable interest rates as of December 31, 2013 and are therefore not currently exposed to interest risk.

ITEM 4. CONTROLS AND PROCEDURES

As of the end of the period covered by this Quarterly Report on Form 10-Q, an evaluation was carried out under the supervision and with the participation of our management, including our Company’s Chief Executive Officer (CEO) and Chief Financial Officer (CFO), of the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Exchange Act Rules 13a-15 and 15d-15. Based upon that evaluation, the CEO and CFO concluded that our disclosure controls and procedures are effective to ensure that information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms. For this purpose, disclosure controls and procedures include controls and procedures designed to ensure that information that is required to be disclosed under the Exchange Act is accumulated and communicated to the Company’s management, including the CEO and CFO, as appropriate to allow timely decisions regarding required disclosure.

During the fiscal quarter ending December 31, 2013, there has been no change in internal control over financial reporting that has materially affected, or is reasonably likely to affect, the Company’s internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1A. RISK FACTORS

The Risk Factors in Item 1A of our Form 10-K for the year ended June 30, 2013 titled “Operational failure in our outsourcing facilities could expose us to damage claims, increase regulatory scrutiny and cause us to lose customers” and “The services we provide to our customers are subject to government regulation that could hinder the development of our business, increase costs, or impose constraints on the way we conduct our operations” are updated as follows:

Operational failure in our outsourcing facilities could expose us to damage claims, increase regulatory scrutiny and cause us to lose customers. Damage or destruction that interrupts our outsourcing operations could cause delays and failures in customer processing which could hurt our relationship with customers, expose us to damage claims, and cause us to incur substantial additional expense to relocate operations and repair or replace damaged equipment. Our back-up systems and procedures may not prevent disruption, such as a prolonged interruption of our transaction processing services. In the event that an interruption extends for more than several hours, we may experience data loss or a reduction in revenues by reason of such interruption. In 2012, we experienced a disruption to our operations at our Lyndhurst, NJ processing center as a result of Super Storm Sandy. Any significant interruption of service could have a negative impact on our reputation, result in damage claims, lead our present and potential customers to choose other service providers, and lead to increased regulatory scrutiny of the critical services we provide to financial institutions, with resulting increases in compliance burdens and costs.

The services we provide to our customers are subject to government regulation that could hinder the development of our business, increase costs, or impose constraints on the way we conduct our operations. The financial services industry is subject to extensive and complex federal and state regulation. As a supplier of services to financial institutions, portions of our operations are examined by the Office of the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation, and the National Credit Union Association, among other regulatory agencies. These agencies regulate services we provide and the manner in which we operate, and we are required to comply with a broad range of applicable laws and regulations.

In December 2013 we entered into an agreement with The Comptroller of the Currency, the Federal Deposit Insurance Corporation, and the Federal Reserve Bank of St. Louis, which together regulate the Company's operations as the Federal Financial Institutions Examination Council ("FFIEC"). In 2012, operations at the Company's Lyndhurst, NJ processing center were temporarily but significantly disrupted by Super Storm Sandy, impacting the financial institutions served by that facility until the Company was able to return to normal operations. The agreement commits the Company to a process of assessing, improving and monitoring its disaster recovery and business continuity plans and the management of related risks across the Company. The Agreement also commits the Company to a process of regular reporting on corrective actions and to monitoring of its compliance with applicable regulations and guidance from the Regulators and the FFIEC. We are unable to predict what effect, if any, this agreement will have on our business. Failure to comply with the agreement could have a material adverse effect on our business.

In addition, existing laws, regulations, and policies could be amended or interpreted differently by regulators in a manner that imposes additional costs and has a negative impact on our existing operations or that limits our future growth or expansion. The Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law in 2010, significantly changed the regulation of the financial services industry, producing new regulatory agencies and voluminous new regulations, many of which are still being written. These new regulations may require additional programming or other costly changes in our processes or personnel. Our customers are also regulated entities, and actions by regulatory authorities could determine both the decisions they make concerning the purchase of data processing and other services and the timing and implementation of these decisions. Concerns are growing with respect to the use, confidentiality, and security of private customer information. Regulatory agencies, Congress and state legislatures are considering numerous regulatory and statutory proposals to protect the interests of consumers and to require compliance with standards and policies that have not been defined.

ITEM 6. EXHIBITS

10.48	Form of Termination Benefits Agreement (executives).
31.1	Certification of the Chief Executive Officer dated February 6, 2014.
31.2	Certification of the Chief Financial Officer dated February 6, 2014.

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32.1	Written Statement of the Chief Executive Officer dated February 6, 2014.
32.2	Written Statement of the Chief Financial Officer dated February 6, 2014.
101.INS*	XBRL Instance Document
101.SCH*	XBRL Taxonomy Extension Schema Document
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document

* Furnished with this quarterly report on Form 10-Q are the following documents formatted in XBRL (Extensible Business Reporting Language): (i) the Condensed Consolidated Balance Sheets at December 31, 2013 and June 30, 2013, (ii) the Condensed Consolidated Statements of Income for the three and six month periods ended December 31, 2013 and 2012, (iii) the Condensed Consolidated Statements of Cash Flows for the six months ended December 31, 2013 and 2012, and (iv) Notes to Condensed Consolidated Financial Statements.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this quarterly report on Form 10-Q to be signed on its behalf by the undersigned, thereunto duly authorized.

JACK HENRY & ASSOCIATES, INC.

Date: February 6, 2014	/s/ John F. Prim John F. Prim Chief Executive Officer and Chairman
Date: February 6, 2014	/s/ Kevin D. Williams Kevin D. Williams Chief Financial Officer and Treasurer

EXHIBIT 10.48

TERMINATION BENEFITS AGREEMENT

THIS AGREEMENT, dated as of the ____ day of ___________, 2013, is by and between Jack Henry & Associates, Inc., a Delaware corporation (hereinafter referred to as the “Company”), and ________________ (hereinafter the “Executive”).

RECITALS:

A. The Board of Directors of the Company (the “Board”) considers it essential to the best interests of the Company and its shareholders that its key management personnel be encouraged to remain with the Company and its subsidiaries and to continue to devote full attention to the Company’s business in the event that any third person expresses its intention to complete a possible business combination with the Company, or in taking any other action which could result in a change in control of the Company. In this connection, the Board recognizes that the possibility of a change in control and the uncertainty and questions which it may raise among management may result in the departure or distraction of key management personnel to the detriment of the Company and its shareholders. The Board has determined that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of key members of the Company’s management to their assigned duties without distraction in the face of the potentially disturbing circumstances arising from the possibility of a change in control of the Company.

B. The Executive currently serves as a key executive of the Company and his or her services and knowledge are valuable to the Company in connection with the management of one or more of the Company’s principal operating facilities, divisions, subsidiaries or functions.

C. The Board believes the Executive has made and is expected to continue to make valuable contributions to the productivity and profitability of the Company and its subsidiaries.

D. Should the Company receive any proposal from a third person concerning a possible business combination or any other action which could result in a change in control of the Company, the Board believes it imperative that the Company and the Board be able to rely upon the Executive to continue in his or her position, and that the Company and the Board be able to receive and rely upon his or her advice, if so requested, as to the best interests of the Company and its shareholders without concern that he or she might be distracted by the personal uncertainties and risks created by such a proposal, and to encourage Executive’s full attention and dedication to the Company.

E. Should the Company receive any such proposal, in addition to the Executive’s regular duties, the Executive may be called upon to assist in the assessment of such proposal, advise management and the Board as to whether such proposal would be in the best interests of the Company and its shareholders, and to take such other actions as the Board might determine to be necessary or appropriate.

TERMS AND CONDITIONS:

NOW, THEREFORE, to assure the Company and its subsidiaries that it will have the continued, undivided attention, dedication and services of the Executive and the availability of the Executive's advice and counsel notwithstanding the possibility, threat or occurrence of a change in control of the Company, and to induce the Executive to remain in the employ of the Company and its subsidiaries, and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Company and the Executive agree as follows:

1. Change in Control

For purposes of this Agreement, a "Change in Control" of the Company shall be deemed to have occurred upon (a) the acquisition at any time by a "person" or "group" (as that term is used in Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (excluding, for this purpose, the Company or any subsidiary or any employee benefit plan of the Company or any subsidiary) of beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) directly or indirectly, of securities representing 20% or more of the combined voting power in the election of directors of the then-outstanding securities of the Company or any successor of the Company; (b) the termination of service as directors, for any reason other than death, disability or retirement from the Board in accordance with Resolution 706 of the Board, as it may be amended or superseded, during any period of two consecutive years or less, of individuals who at the beginning of such period constituted a majority of the Board, unless the election of or nomination for election of each new director during such period was approved by a vote of at least two-thirds of the directors still in office who were directors at the beginning of the period; (c) approval by the shareholders of the Company of liquidation of the Company or any sale or disposition, or series of related sales or dispositions, of 50% or more of the assets or earning power of the Company; or (d) approval by the shareholders of the Company and consummation of any merger or consolidation or statutory share exchange to which the Company is a party as a result of which the persons who were shareholders of the Company immediately prior to the effective date of the merger or consolidation or statutory share exchange shall have beneficial ownership of less than 50% of the combined voting power in the election of directors of the surviving corporation following the effective date of such merger or consolidation or statutory share exchange. A "Change in Control" shall not include any reduction in ownership of an affiliate of the Company so long as the entity continues to meet the definitions of those terms as contained in this Section.

2. Termination Prior to or Following Change in Control

(a) If any of the events described in Section 1 hereof constituting a Change in Control of the Company shall have occurred and the Executive's employment is terminated by the Company within the period commencing 90 days prior to, and ending two years following, such Change in Control, ("Applicable Period"), the Executive shall be entitled to the benefits described in Section 2(c) hereof (the "Severance Benefits"). Provided, that the Executive shall not be entitled to the Severance Benefits if his employment is terminated under the following circumstances:

(i) Termination by reason of the Executive's death;

(ii) Termination by reason of the Executive's disability; for the purposes of this Agreement, "disability" shall be defined as the Executive's inability by reason of illness or other physical or mental disability to perform the principal duties required by the position held by the Executive at the inception of such illness or disability for any consecutive 180-day period. A determination of "disability" shall be subject to the certification of a qualified medical doctor agreed to by the Company and the Executive or, in the Executive's incapacity to designate a doctor, the Executive's legal representative. If the Company and the Executive cannot agree on the designation of a doctor, each party shall nominate a qualified medical doctor and the two doctors shall select a third doctor; the third doctor shall make the determination as to "disability"; or

(iii) Termination by the Company for "Cause". For purposes of this Agreement, "Cause" shall mean (A) failure of the Executive to adequately perform his duties assigned by the Board; (B) any act or acts of gross dishonesty or gross misconduct on the Executive's part which result or are intended to result directly or indirectly in gain or personal enrichment at the expense of the Company or its subsidiaries to which the Executive is not legally entitled; or (C) any material violation by the Executive of his or her obligations under this Agreement (other than any violation resulting from the Executive's incapacity due to physical or mental illness), which violation is demonstrably willful and deliberate on the Executive's part and which results in material damage to the business or reputation of the Company or its subsidiaries.

(b) If any of the events described in Section 1 hereof constituting a Change in Control of the Company shall have occurred and (i) any of the following events ("Good Reason") occurs during the Applicable Period, and (ii) the Executive, terminates employment during the Applicable Period, or if sooner, within two years following the initial existence of such Good Reason, he shall be entitled to the Severance Benefits:

1. A material diminution of the Executive's authority, duties or responsibilities from those being exercised and performed by the Executive immediately prior to the Change in Control;

2. A transfer of the Executive to a location which is more than 75 miles away from the location where the Executive was employed immediately prior to the Change in Control;

3. A material diminution in the rate of the Executive's annual salary below his rate of annual salary immediately prior to the Change in Control;

4. A material diminution in the Executive's annual target bonus opportunity below his annual target bonus opportunity immediately prior to the Change in Control; or

5. A material breach by the Company of any incentive award agreement covering the Executive.

Provided, however, that Good Reason shall not be deemed to exist unless the Executive has first provided notice to the Company of the existence of one of the events described above within a period of 90 days from the initial existence of the event, and after such notice the Company has been provided a period of 30 days to eliminate the existence of Good Reason.

(c) The Severance Benefits consist of a cash payment ("Cash Payment"), an incentive benefit ("Incentive Benefit") and a welfare continuation benefit ("Welfare Continuation Benefit").

The Cash Payment is a payment equal to 200% of (i) the Executive's annual salary rate in effect upon the termination under Section 2(a) or (b), plus (ii) the target bonus in effect upon such termination. Payment of this benefit shall be made as follows: (i) 50% in equal monthly installments for 12 months following the later of (a) such Change in Control, or (b) the Executive's termination of employment, payable on the first business in each such month, and (ii) 50% in a single lump cash sum at the end of such 12 months, it being understood that the a portion of such 12 monthly installments qualify as a short term deferral exception ("Short Term Deferral Exception") to the definition of deferred compensation under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and the remaining 12 monthly installments qualify as the exception to the definition of deferred compensation under Section 409A as an involuntary separation from service ("Involuntary Separation from Service Exception"). Provided, however, any portion of such 12 monthly installments which do not qualify as either the Short Term Deferral Exception or the Involuntary Separation from Service exception shall be paid in a single lump cash sum on the first business day of the seventh month following the later of (i) such Change in Control, or (ii) the Executive's termination of employment.

The Incentive Benefit consists of full vesting of the Executive in all outstanding stock options and other long term incentives, and the lapsing of all restrictions on restricted stock.

The Welfare Continuation Benefit consists of cash payments to the Executive equal to the amount required to pay COBRA insurance premiums and to otherwise continue coverage under the Company's life insurance, disability, dental and medical plans (with dental and medical coverage to include any family coverage regardless of whether the Executive dies) for 18 months following the later of (i) such Change in Control, or (ii) the Executive's termination of employment, provided that the Welfare Continuation Benefit shall cease upon the Executive's becoming entitled to comparable benefits under a subsequent employer's arrangements.

3. Excise Tax Payments

Notwithstanding anything contained in this Agreement to the contrary, in the event that any payment (within the meaning of Section 280G(b)(2) of the Code), or distribution to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise in connection with, or arising out of, his or her employment with the Company (a "Payment" or "Payments"), would be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties are incurred by the Executive with respect to such excise tax, then the total amount payable hereunder shall be reduced to $1 less than 300% of the Executive's "base amount" within the meaning of Section 280G of the Code.

4. Mitigation

The Executive is not required to seek other employment or otherwise mitigate the amount of any payments to be made by the Company pursuant to this Agreement, and employment by the Executive will not reduce or otherwise affect any amounts or benefits due the Executive pursuant to this Agreement.

5. Successors

(a) The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, by agreement to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. For purposes of this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid.

(b) This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, beneficiaries, devises and legatees. If the Executive should die while any amounts are payable to him or her hereunder, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's devisee, legatee, beneficiary or other designee or, if there be no such designee, to the Executive's estate.

6. Notices

For the purposes of this Agreement, notices and all other communications provided for herein shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered by hand, (ii) on the date of transmission, if delivered by confirmed facsimile, (iii) on the first business day following the date of deposit if delivered by guaranteed overnight delivery service, or (iv) on the third business day following the date delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

[To Be Provided]

If to the Company:

Jack Henry & Associates, Inc.
[Address]

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

7. Governing Law

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Missouri, without regard to principles of conflicts of laws.

8. Miscellaneous

No provisions of this Agreement may be amended, modified, waived or discharged unless such amendment, waiver, modification or discharge is agreed to in writing signed by the Executive and the Company. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. Section headings contained herein are for convenience of reference only and shall not affect the interpretation of this Agreement.

9. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which will constitute one and the same instrument.

10. Non-Assignability

This Agreement is personal in nature and neither of the parties hereto shall, without the consent of the other, assign, or transfer this Agreement or any rights or obligations hereunder, except as provided in this Section 10. Without limiting the foregoing, the Executive’s right to receive payments hereunder shall not be assignable or transferable, whether by pledge, creation of a security interest or otherwise, other than a transfer by the Executive’s will or trust or by the laws of descent or distribution, and in the event of any attempted assignment or transfer contrary to this paragraph the Company shall have no liability to pay any amount so attempted to be assigned or transferred.

11. No Setoff

The Company shall have no right of setoff or counterclaim in respect of any claim, debt or obligation against any payment provided for in this Agreement.

12. Non-Exclusivity of Rights

Nothing in this Agreement shall prevent or limit the Executive's continuing or future participation in any benefit, bonus, incentive or other plan or program provided by the Company or any of its subsidiaries or successors and for which the Executive may qualify, nor shall anything herein limit or reduce such rights as the Executive may have under any other agreements with the Company or any of its subsidiaries or successors. Amounts which are vested benefits or which the Executive is otherwise entitled to receive under any plan or program of the Company or any of its subsidiaries shall be payable in accordance with such plan or program, except as explicitly modified by this Agreement.

13. No Guaranteed Employment

The Executive and the Company acknowledge that this Agreement shall not confer upon the Executive any right to continued employment and shall not interfere with the right of the Company to terminate the employment of the Executive at any time.

14. Invalidity of Provisions

In the event that any provision of this Agreement is adjudicated to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such adjudication shall not affect the validity or enforceability of such provision in any other jurisdiction.

15. Non-Waiver of Rights

The failure by the Company or the Executive to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement, or any part hereof, or the right of the Company or the Executive thereafter to enforce each and every provision in accordance with the terms of this Agreement.

16. Effect on Prior Termination Benefits Agreement

This document replaces and supercedes any prior Termination Benefits Agreement entered into between the Company and the Executive.

17. Compliance with Section 409A

Notwithstanding any provision in this Agreement to the contrary, this Agreement shall be interpreted and administered in accordance with Code Section 409A and regulations and other guidance issued thereunder ("Section 409A"). For purposes of determining whether any payment made pursuant to this Agreement results in a "deferral of compensation" within the meaning of Treasury Regulation 1.409A-1(b), the Company shall maximize the exemptions described in such section, as applicable. Any reference to a "termination of employment" or similar term or phrase shall be interpreted as a "separation from service" within the meaning of Section 409A. If any deferred compensation payment is payable while the Executive is a "specified employee" under Section 409A, and payment is due because of separation from service for any reason other than death, then payment of such amount shall be delayed for a period of six months and paid in a lump sum on the first payroll payment date following the earlier of the expiration of such six month period or the Executive's death. To the extent any payments under this Agreement are made in installments, each installment shall be deemed a separate payment for purposes of Section 409A and the regulations issued thereunder. The Executive or his or her beneficiary, as applicable, shall be solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on the Executive or his or her beneficiary in connection with any payments to the Executive or his or her beneficiary pursuant to this Agreement, including but not limited to any taxes, interest and penalties under Section 409A, and the Company shall have no obligation to indemnify or otherwise hold the Executive or his or her beneficiary harmless from any and all of such taxes and penalties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and year first above set forth.

JACK HENRY & ASSOCIATES, INC.

By:

EXECUTIVE:

EXHIBIT 31.1

CERTIFICATION

I, John F. Prim, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Jack Henry & Associates, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter, (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Date: February 6, 2014

/s/ John F. Prim

John F. Prim

Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION

I, Kevin D. Williams, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Jack Henry & Associates, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter, (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Date: February 6, 2014

/s/ Kevin D. Williams

Kevin D. Williams

Chief Financial Officer

EXHIBIT 32.1

Written Statement of the Chief Executive Officer
Pursuant to 18 U.S.C. Section 1350

Solely for the purposes of complying with 18 U.S.C. Section 1350, I, the undersigned Chief Executive Officer of Jack Henry & Associates, Inc. (the "Company"), hereby certify that the Quarterly Report on Form 10-Q of the Company for the six month period ended December 31, 2013 (the "Report") fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 and that information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 6, 2014

*/s/ John F. Prim
John F. Prim
Chief Executive Officer

*A signed original of this written statement required by Section 906 has been provided to Jack Henry & Associates, Inc. and will be retained by Jack Henry & Associates, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

EXHIBIT 32.2

Written Statement of the Chief Financial Officer
Pursuant to 18 U.S.C. Section 1350

Solely for the purposes of complying with 18 U.S.C. Section 1350, I, the undersigned Chief Financial Officer of Jack Henry & Associates, Inc. (the "Company"), hereby certify that the Quarterly Report on Form 10-Q of the Company for the six month period ended December 31, 2013 (the "Report") fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 and that information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 6, 2014

*/s/ Kevin D. Williams
Kevin D. Williams
Chief Financial Officer

*A signed original of this written statement required by Section 906 has been provided to Jack Henry & Associates, Inc. and will be retained by Jack Henry & Associates, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.