

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT  
under  
THE SECURITIES ACT OF 1933

ACXIOM CORPORATION  
(Exact name of registrant as specified in charter)

Delaware (State or other jurisdiction of incorporation or organization)	71-0581897 I.R.S. Employer Identification No.
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P.O. Box 2000 301 Industrial Boulevard Conway, Arkansas (Address of principal executive offices)	72033-2000 (Zip Code)
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ACXIOM CORPORATION/  
DATAQUICK INCENTIVE AND NONQUALIFIED STOCK OPTION PLANS

Copy to:	
Catherine L. Hughes P.O. Box 2000 301 Industrial Boulevard Conway, Arkansas 72033-2000 (Name and address of agent for service)	John Clayton Randolph Friday, Eldredge & Clark 400 West Capitol, Suite 2000 Little Rock, Arkansas 72201-3493

501-336-1000  
(Telephone number, including area code, of agent for  
service)

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price Per Unit	Proposed Maximum Aggregate Offering Price(2)	Amount of Registration Fee (2)
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Common Stock (\$ .10 Par Value)	808,370	\$ (2)	\$4,738,590.99	\$1,634.00
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- (1) The Registration Statement also includes an indeterminate number of additional shares that may become issuable pursuant to the antidilution adjustment provisions of the Plan.
- (2) Calculated pursuant to Rule 457(h)(1) on the basis of option exercise prices for the following number of options: 79,220 at \$2.98, 466,304 at \$5.08, 62,142 at \$6.73, 195,665 at \$8.42, and 5,039 at \$13.49.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Certain Documents by Reference

The following documents filed by Acxiom Corporation (the "Company") with the Securities and Exchange Commission are incorporated by reference in this registration statement: (i) the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 1995 (as amended by a Form 10-K/A filed October 12, 1995); (ii) the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 1995; (iii) the Company's Current Reports on Form 8-K dated August 25, 1995 and September 27, 1995; (iv) the Company's Report on Form 10-C filed August 30, 1995; and (v) the description of the Company's Common Stock contained in its registration statement on Form 8-A dated February 4, 1985, as amended on February 22, 1985.

In addition, all documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this registration statement and to be a part hereof from the date of filing of such documents.

Item 4. Description of Securities.

Not applicable

Item 5. Interest of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers

Section 145 of the Delaware General Corporation Law contains detailed provisions for indemnification of directors and officers of Delaware corporations against expenses, judgments, fines and settlements in connection with litigation. Article THIRTEENTH of the Company's Amended and Restated Certificate of Incorporation and Article VII of the Company's Bylaws provide for indemnification of the directors and officers of the Company against certain liabilities.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits

Number	Description
4.1	Company's Amended and Restated Certificate of Incorporation
4.2	Company's Bylaws as currently in effect (incorporated by reference to Exhibit 3(b) to Form 10-K for the fiscal year ended March 31, 1991 in 0-13163)
4.3	Data Center Management Agreement dated July 27, 1992 between the Company and Trans Union Corporation (incorporated by reference to Exhibit A to Schedule 13D of Trans Union Corporation dated August 31, 1992 in 5-36226)
4.4	Agreement to Extend and Amend Data Center Management Agreement and to Amend Registration Rights Agreement dated August 31, 1994 (incorporated by reference to Exhibit 10(b) to Form 10-K for the fiscal year ended March 31, 1995, as amended, in 0-13163)
4.5	Warrant to Purchase 2,000,000 shares of Company Common Stock (incorporated by reference to Exhibit B to Schedule 13D of Trans Union Corporation dated August 31, 1992 in 5-36226)
4.6	Registration Rights Agreement, effective August 31, 1992, between the Company and Trans Union Corporation (incorporated by reference to Exhibit C to Schedule 13D of Trans Union Corporation dated August 31, 1992 in 5-36226)
4.7	Letter Agreement dated July 27, 1992 between the Company and Trans Union Corporation (incorporated by reference to Exhibit 4.6 to Registration No. 33-63320)
4.8	Letter Agreement dated August 31, 1994 between the Company and Trans Union Corporation
4.9	Stock Purchase Agreement dated October 26, 1994 between the Company and Marmon Industrial Corporation
5	Opinion and Consent of Friday, Eldredge & Clark
23.1	Consent of KPMG Peat Marwick LLP

23.2 Consent of Friday, Eldredge & Clark (included in Exhibit 5)

24 Powers of Attorney

Item 9. Undertakings

The undersigned registrant hereby undertakes:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(a) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933, unless the information required to be included in such post-effective amendment is contained in a periodic report filed by registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 and incorporated herein by reference;

(b) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement, unless the information required to be included in such post-effective amendment is contained in a periodic report filed by registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 and incorporated herein by reference;

(c) To include any material information with respect to the plan of distribution not previously disclosed in this registration statement or any material change to such information in this registration statement.

2. That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

3. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

4. That, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

5. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions referred to in Item 6 above, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Conway, State of Arkansas, on the 16th day of October, 1995.

ACXIOM CORPORATION

/s/ Catherine L. Hughes  
-----  
(Catherine L. Hughes  
Secretary and General Counsel)

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities indicated, on the 16th day of October, 1995.

\*  
----- Chief Financial Officer  
Robert S. Bloom (Principal Accounting Officer)

\*  
----- Director  
Dr. Ann H. Die

\*  
----- Director  
William T. Dillard II

----- Director  
Harry C. Gambill

\*  
----- Chief Operating Officer, Executive  
Roger S. Kline Vice President, Treasurer and  
Director (Principal Financial  
Officer)

\*  
----- Chairman of the Board, Chief  
Charles D. Morgan, Jr. Executive Officer, President and  
Director (Principal Executive  
Officer)

\*  
----- Director  
Robert A. Pritzker

\*  
----- Director  
Walter V. Smiley

\*  
----- Executive Vice President and  
James T. Womble Director

/s/ Catherine L. Hughes  
\*By: -----  
Catherine L. Hughes  
(Attorney-in-Fact)

\*Catherine L. Hughes, by signing her name hereto, does sign this document on behalf of each of the persons indicated above pursuant to powers of attorney duly executed by such persons, filed or to be filed with the Securities and Exchange Commission as supplemental information.

INDEX TO EXHIBITS

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- 23.2 Consent of Friday, Eldredge & Clark (included in Exhibit 5)
- 24 Powers of Attorney

AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
ACXIOM CORPORATION

Acxiom Corporation (the "Corporation") acting pursuant to Sections 245 and 242 of the General Corporation Law of the State of Delaware, hereby adopts the following Amended and Restated Certificate of Incorporation. The following Amended and Restated Certificate of Incorporation amends, restates, integrates, and supersedes, in its entirety, the Amended and Restated Certificate of Incorporation of Acxiom Corporation originally filed with the Delaware Secretary of State on December 15, 1994. The original Certificate of Incorporation was incorporated under the name of CCX NETWORK, INC. on September 28, 1983.

FIRST: NAME. The name of the Corporation is:

ACXIOM CORPORATION

SECOND: REGISTERED AGENT AND OFFICE. The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, in the County of Newcastle. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

THIRD: PURPOSES. The purpose or purposes for which the Corporation is organized are:

(a) To own, operate, sell, lease and otherwise deal in goods and services related to data processing, letter services, electronic computer operations, business machines, forms and procedures; to buy, rent, sell, lease and otherwise deal in computers.

(b) To borrow money in such amount, for such times and upon such terms and conditions as is deemed wise and expedient; from time to time to draw, make, accept, endorse, discount, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable and transferable instruments, and evidences, as well as to secure the same by mortgages, pledge, deed of trust, or otherwise.

(c) To have one or more offices, to carry on all or any of its operations and business, and without restriction or limit as to amount to purchase or otherwise acquire, hold, own, mortgage, sell, lease, convey or otherwise dispose of real and personal property of every class and description.

(d) To enter into, make and perform contracts of any and every kind with any person, firm, corporation, association, partnership or body politic.

(e) To own, purchase, lease, or otherwise acquire lands and real estate, and to sell and develop lands and real estate, and to equip and operate buildings and structures of every kind and character for the manufacturing, storing and protection of goods and properties of every character and kind.

(f) To conduct, promote or engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: AUTHORIZED SHARES. The total number of shares of stock which the Corporation shall have authority to issue is:

Sixty million (60,000,000) shares of Common Stock, ten cents (\$.10) Par Value per common share. One million (1,000,000) shares of Preferred Stock, one dollar (\$1.00) Par Value per preferred share. The Board of Directors of the Corporation is authorized to provide for the issuance of shares of Preferred Stock in

series and to establish from time to time the number of shares to be included in each such series and to fix the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations and restrictions thereof.

FIFTH: DURATION. The Corporation is to have perpetual existence.

SIXTH: DIRECTORS.

(a) Number, Election and Terms of Directors. The number of directors shall be not less than three (3) nor more than fifteen (15) persons. The exact number of directors of the Corporation shall be fixed from time to time by the Board of Directors. The directors shall be classified with respect to the time for which they severally hold office into three classes, as nearly equal in number as possible, one class to hold office initially for a term expiring at the annual meeting of stockholders to be held in 1991, another class to hold office initially for a term expiring at the annual meeting of stockholders to be held in 1992, and another class to hold office initially for a term expiring at the annual meeting of stockholders to be held in 1993, with the members of each class to hold office until their successors are elected and qualified. At each annual meeting of the stockholders of the Corporation, the successors to the class of directors whose term expires at that meeting shall be elected to hold office for a term expiring at the annual meeting of stockholders held in the third year following the year of their election. If the number of directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, but in no case shall a decrease in the number of directors shorten the term of any incumbent director.

(b) Manner of Election. Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

(c) Stockholder Nomination of Director Candidates and Advance Notice of Matters to Be Brought Before an Annual Meeting. Advance notice of nominations by stockholders of persons for election to the Board of Directors and advance notice of matters to be brought before an annual meeting by shareholders shall be given in the manner provided in the Bylaws.

(d) Newly Created Directorships and Vacancies. Newly created directorships resulting from any increase in the number of directors and any vacancies in the Board of Directors resulting from death, resignation, disqualification, removal or other cause shall be filled solely by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum of the Board of Directors. Any director elected in accordance with the proceeding sentence shall hold office for the remainder of the full term of the class of directors in which the new directorship was created or the vacancy occurred and until such director's successor shall have been elected and qualified. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

(e) Removal of Directors. No director shall be removed from the Board of Directors by action of the stockholders of the Corporation during his appointed term other than for cause. For purposes hereof, cause shall mean final conviction of a felony, unsound mind, adjudication of bankruptcy, nonacceptance of office, or conduct prejudicial to the interest of the Corporation.

(f) Scope. The provisions of this Article shall apply only to the holders of Common Stock. Accordingly, this Article shall in no way limit or restrict the authority of the Board of Directors to fix the designation, power, preferences and rights of shares of Preferred Stock and the qualifications, limitations and restrictions thereof.

**SEVENTH: MEETINGS OF HOLDERS OF COMMON STOCK AND ACTION BY HOLDERS OF COMMON STOCK WITHOUT A MEETING.**

(a) Place of Meetings. Meetings of holders of Common Stock may be held within or without the State of Delaware, as the Bylaws may provide.

(b) Special Meetings. Special meetings of the holders of Common Stock may be called by such person or persons as may be authorized by the Bylaws.

(c) Stockholder Action. Any action required or permitted by the General Corporation Law of the State of Delaware to be taken at a meeting of holders of Common Stock may be taken without a meeting if one or more written consents, setting forth the action so taken, shall be signed by all of the holders of Common Stock entitled to vote with respect to the subject matter thereof. The consents signed under this provision, taken together, shall have the same force and effect as a unanimous vote of the holders of Common Stock.

EIGHTH: LOCATION OF BOOKS AND RECORDS. The books and records of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors in the Bylaws of the Corporation.

NINTH: BYLAWS. The Board of Directors shall have power to make, alter, amend and repeal the Bylaws, except so far as Bylaws adopted by the holders of Common Stock shall otherwise provide. Notwithstanding the foregoing, Bylaw provisions relating to informal action by holders of Common Stock without a meeting, nomination of director candidates by holders of Common Stock, notice of matters to be brought before an annual meeting by holders of Common Stock, the number, election and terms of directors elected by holders of Common Stock, the removal of directors elected by holders of Common Stock, the filling of vacancies on the Board of Directors created by an increase in the number of directors or by the death, resignation, removal or disqualification of directors elected by the holders of Common Stock, and the manner of calling and persons authorized to call special meetings of holders of Common Stock shall not be altered, amended or repealed, and no provisions inconsistent therewith shall be adopted, without (i) the approval of a majority of the Disinterested Directors, as defined in Article ELEVENTH hereof, or (ii) the affirmative vote of the holders of at least eighty percent (80%) of the votes entitled to be cast by the holders of Common Stock.

TENTH: FAIR PRICE PROVISION.

(a) Vote Required for Certain Business Combinations.

1. Higher Vote for Certain Business Combinations. In addition to any affirmative vote required by law or this Amended and Restated Certificate of Incorporation, and except as otherwise expressly provided in Section (b) of this Article,

(A) any merger or consolidation of the Corporation or any Subsidiary (as hereinafter defined) with (i) any Interested Stockholder (as hereinafter defined) or (ii) any other person (whether or not itself an Interested Stockholder) which is, or after such merger or consolidation would be, an Affiliate (as hereinafter defined) of an Interested Stockholder; or

(B) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions) to or with any Interested Stockholder or any Affiliate of any Interested Stockholder of any assets of the Corporation or any Subsidiary having an aggregate Fair Market Value of \$10,000,000 or more; or

(C) the issuance or transfer by the Corporation or any Subsidiary (in one transaction or a series of transactions) of any securities of the Corporation or any Subsidiary to any Interested Stockholder or any Affiliate of any Interested Stockholder in exchange for cash, securities or other property (or a combination thereof) having an aggregate Fair Market Value of \$10,000,000 or more; or

(D) the adoption of any plan or proposal for the liquidation or dissolution of the Corporation proposed by or on behalf of any Interested Stockholder or any Affiliate of any Interested Stockholder; or

(E) the adoption of any plan of share exchange between the Corporation or any Subsidiary with any Interested Stockholder or any other person which is, or after such share exchange would be, an Affiliate of any Interested Stockholder; or

(F) any reclassification of securities (including any reverse stock split), or recapitalization of the Corporation, or any merger or consolidation of the Corporation with any of its Subsidiaries or any other transaction (whether or not with or into or otherwise involving an Interested Stockholder) which has the effect, directly or indirectly, of increasing the proportionate share of the outstanding shares of any class of Equity Security (as hereinafter defined) of the Corporation or any Subsidiary (as hereinafter defined) or the Corporation or any Subsidiary which is directly or indirectly owned by any Interested Stockholder or any Affiliate of any Interested Stockholder;

shall require the affirmative vote of the holders of at least eighty percent (80%) of the votes entitled to be cast by the holders of Common Stock. Such affirmative vote shall be required notwithstanding the fact that no vote may be required, or that a lesser percentage may be specified, by law or in any agreement with any national securities exchange or otherwise.

2. Definition of "Business Combination". The term "Business Combination" used in this Article shall mean any transaction which is referred to in any one or more of clauses (A) through (F) of Paragraph 1 of this Section (a).

(b) When Higher Vote is Not Required. The provisions of Section (a) of this Article shall not be applicable to any particular Business Combination, and such Business Combination shall require only such affirmative vote as is required by law and any other provision of this Amended and Restated Certificate of Incorporation, if all of the conditions specified in either of the following paragraphs 1 and 2 are met:

1. Approval by Disinterested Directors. The Business Combination shall have been approved by a majority of the Disinterested Directors (as hereinafter defined).

2. Price and Procedure Requirements. All of the following conditions shall have been met:

(A) The aggregate amount of the cash and the Fair Market Value (as hereinafter defined) as of the date of the consummation of the Business Combination of consideration other than cash to be received per share by holders of Common Stock in such Business Combination shall be at least equal to the higher of the following:

(i) (if applicable) the highest per share price (including any brokerage commissions, transfer taxes and soliciting dealers' fees) paid by the Interested Stockholder for any shares of Common Stock acquired by it (a) within the two-year period immediately prior to the first public announcement of the terms of the proposed Business Combination (the "Announcement Date") or (b) in the transaction in which it became an Interested Stockholder, whichever is higher; and

(ii) the Fair Market Value per share of Common Stock on the Announcement Date or on the date on which the Interested Stockholder became an Interested Stockholder (such latter date is referred to in this Article as the "Determination Date"), whichever is higher.

(B) The aggregate amount of the cash and the Fair Market Value as of the date of the consummation of the Business Combination of consideration other than cash to be received per share by holders of shares of any other class of outstanding stock shall be at least equal to the highest of the following (it being intended that the requirements of this paragraph 2(B) shall be required to be met with respect to every class of outstanding stock, whether or not the Interested Stockholder has previously acquired any shares of a particular class of stock):

(i) (if applicable) the highest per share price (including any brokerage commissions, transfer taxes and soliciting dealers' fees) paid by the Interested Stockholder for any shares of such class of stock acquired by it (a) within the two-year period immediately prior to the Announcement Date or (b) in the transaction in which it became an Interested Stockholder, whichever is higher;

(ii) (if applicable) the highest preferential amount per share to which the holders of shares of such class of stock are entitled in the event of any voluntary liquidation, dissolution or winding up of the Corporation; and

(iii) the Fair Market Value per share of such class of stock on the Announcement Date or on the Determination Date, whichever is higher.

(C) The consideration to be received by holders of a particular class of outstanding stock (including Common Stock) shall be in cash or in the same form as the Interested Stockholder has previously paid for shares of such class of stock. If the Interested Stockholder has paid for shares of any class of stock with varying forms of consideration, the form of consideration for such class of stock shall be either cash or the form used to acquire the largest number of shares of such class of stock previously acquired by it. The price determined in accordance with paragraph 2(A) and 2(B) of this Section (b) shall be subject to appropriate adjustment in the event of any stock dividend, stock split, combination of shares or similar event.

(D) After such Interested Stockholder has become an Interested Stockholder and prior to the consummation of such Business Combination: (i) except as approved by a majority of the Disinterested Directors, there shall have been no failure to declare and pay at the regular date therefor any full quarterly dividends (whether or not cumulative) on any outstanding stock having preference over the Common Stock as to dividends or upon liquidation; (ii) there shall have been (a) no reduction in the annual rate of dividends paid on the Common Stock (except as necessary to reflect any subdivision of the Common Stock), except as approved by a majority of the Disinterested Directors, and (b) an increase in such annual rate of dividends as necessary to reflect any reclassification (including any reverse stock split), recapitalization, reorganization or any similar transaction which has the effect of reducing the number of outstanding shares of the Common Stock, unless the failure so to increase such annual rate is approved by a majority of the Disinterested Directors; and (iii) such Interested Stockholder shall have not become the beneficial owner of any additional shares of Common Stock except as part of the transaction which results in such Interested Stockholder becoming an Interested Stockholder.



(E) After such Interested Stockholder has become an Interested Stockholder, such Interested Stockholder shall not have received the benefit, directly or indirectly (except proportionately as a stockholder), of any loans, advances, guarantees, pledges or other financial assistance or any tax credits or other tax advantages provided by the Corporation or any Subsidiary whether in anticipation of or in connection with such Business Combination or otherwise.

(F) A proxy or information statement describing the proposed Business Combination and complying with the requirements of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (or any subsequent provisions replacing such Act, rules or regulations) shall be mailed to public stockholders of the Corporation at least 30 days prior to the consummation of such Business Combination (whether or not such proxy or information statement is required to be mailed pursuant to such Act or subsequent provisions).

(c) Certain Definitions. For the purpose of this Article:

1. A "person" shall mean any individual, firm, corporation or other entity.

2. "Interested Stockholder" shall mean any person (other than the Corporation or any Subsidiary) who or which:

(A) is the beneficial owner, directly or indirectly, of 5% or more of the voting power of the outstanding Common Stock; or

(B) is an Affiliate of the Corporation and at any time within the two-year period immediately prior to the date in question was the beneficial owner, directly or indirectly, of 5% or more of the voting power of the then outstanding Common Stock; or

(C) is an assignee of or has otherwise succeeded to any shares of Common Stock which were at any time within the two-year period immediately prior to the date in question beneficially owned by any Interested Stockholder, if such assignment or succession shall have occurred in the course of a transaction or series of transactions not involving a public offering within the meaning of the Securities Act of 1933, as amended.

3. A person shall be a "beneficial owner" of any Common Stock:

(A) which such person or any of its Affiliates or Associates (as hereinafter defined) beneficially owns directly or indirectly; or

(B) which such person or any of its Affiliates or Associates has (i) the right to acquire (whether such right is exercisable immediately or only after the passage of time), pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise, or (ii) the right to vote pursuant to any agreement, arrangement or understanding; or

(C) which are beneficially owned, directly or indirectly, by any other person with which such person or any of its Affiliates or Associates has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of any shares of Common Stock.

4. For the purpose of determining whether a person is an Interested Stockholder pursuant to paragraph 2 of this Section (c), the number of shares of Common Stock deemed to be outstanding shall include shares deemed owned through application of paragraph 3 of this Section (c) but shall not include any other shares of Common Stock which may be issuable pursuant to any agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or options, or otherwise.

5. "Affiliate" or "Associate" shall have the respective meanings ascribed to such terms in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as in effect on January 1, 1990.

6. "Disinterested Director" means any member of the Board of Directors who is unaffiliated with the Interested Stockholder and was a member of the Board of Directors prior to the time that the Interested Stockholder became an Interested Stockholder, and any successor of a Disinterested Director who is unaffiliated with the Interested Stockholder and is recommended to succeed a Disinterested Director by a majority of Disinterested Directors then on the Board of Directors.

7. "Equity Security" shall have the meaning ascribed to such term in Section 3(A)(11) of the Securities Exchange Act of 1934, as in effect on January 1, 1990.

8. "Fair Market Value" means: (A) in the case of stock, the highest closing sale price during the 30-day period immediately preceding the date in question of a share of such stock on the Composite Tape for New York Stock Exchange-Listed Stocks, or, if such stock is not quoted on the Composite Tape, on the New York Stock Exchange, or, if such stock is not listed on such Exchange, on the principal United States securities exchange registered under the Securities Exchange Act of 1934, as amended, on which such stock is listed, or, if such stock is not listed on any such exchange, the highest closing bid quotation with respect to

a share of such stock during the 30-day period preceding the date in question on the National Association of Securities Dealers, Inc. Automated Quotations System or any system then in use, or if no such quotations are available, the fair market value on the date in question of a share of such stock as determined by a majority of the Disinterested Directors in good faith; and (B) in the case of property other than cash or stock, the fair market value of such property on the date in question as determined by a majority of the Disinterested Directors in good faith.

9. "Subsidiary" means any corporation of which a majority of any class of Equity Security is owned, directly or indirectly, by the Corporation; provided, however, that for the purposes of the definition of Interested Stockholder set forth in paragraph 2 of this Section (c), the term "Subsidiary" shall mean only a corporation of which a majority of each class of Equity Security is owned, directly or indirectly, by the Corporation.

10. In the event of any Business Combination in which the Corporation survives, the phrase "consideration other than cash to be received" as used in paragraphs 2(A) and (B) of section (b) of this Article EIGHTH shall include the shares of Common Stock and/or the shares of any other class of outstanding stock retained by the holders of such shares.

(d) Powers of the Board of Directors. A majority of the Directors shall have the power and duty to determine for the purposes of this Article, on the basis of information known to them after reasonable inquiry, (1) whether a person is an Interested Stockholder, (2) the number of shares of Common Stock beneficially owned by any person, (3) whether a person is an Affiliate or Associate of another, (4) whether the assets which are the subject of any Business Combination have, or the consideration to be received for the issuance or transfer of securities by the Corporation or any Subsidiary in any Business Combination has, an aggregate Fair Market Value of \$10,000,000 or more. A majority of the Directors shall have the further power to interpret all of the terms and provisions of this Article.

(e) No Effect on Fiduciary Obligations of Interested Shareholders. Nothing contained in this Article shall be construed to relieve any Interested Stockholder from any fiduciary obligation imposed by law.

ELEVENTH: STOCKHOLDER VOTE ON EXTRAORDINARY MATTERS. Any merger or consolidation of the Corporation with any other person, any sale, lease, exchange, mortgage, pledge, transfer or other disposition by the Corporation of its property or assets, and any dissolution or liquidation of the Corporation or revocation thereof that the General Corporation Law of the State of Delaware requires be approved by the holders of Common Stock must be approved by the affirmative vote of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the votes entitled to be cast by the holders of Common Stock.

TWELFTH: LIMITATION OF DIRECTOR LIABILITY. (a) To the fullest extent permitted by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended, a director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

(b) Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

THIRTEENTH: INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES. Any person who was or is a party or is threatened to be a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action or suit by or in the right of the Corporation to procure a judgment in its favor) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the corporation, if, as and to the extent authorized by the laws of the State of Delaware, against expenses (including the attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by him, in connection with the defense or settlement of such action, suit, investigation or proceeding. The indemnification expressly provided by statute in a specific case shall not be deemed exclusive of any other rights to which any person indemnified may be entitled under any lawful agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

FOURTEENTH: AMENDMENTS. From time to time any of the provisions of this Amended and Restated Certificate of Incorporation may be amended, altered or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted by the affirmative vote of the holders of at least a majority of the votes entitled to be cast by the holders of the outstanding stock of the Corporation entitled to vote thereon; provided, however, the affirmative vote of the holders of at least eighty percent (80%) of the votes entitled to be cast by the holders of Common Stock shall be required to alter, amend, repeal, or adopt any provision inconsistent with Articles SIXTH, SEVENTH, NINTH, TENTH and FOURTEENTH hereof.

The above Amended and Restated Certificate of Incorporation was adopted and approved by the Board of Directors of the Corporation on the 24th day of May, 1995 and by the stockholders of the Corporation, in the manner and by the vote prescribed by Section 242 of the General Corporation Law of the State of Delaware, this 2nd day of August, 1995.

/s/ Charles D. Morgan, Jr.  
-----  
Charles D. Morgan, Jr.,  
Chairman of the Board, CEO  
and President

ATTEST:

/s/ Catherine L. Hughes  
-----  
Catherine L. Hughes, Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS            )  
                                  ) ss.  
COUNTY OF FAULKNER        )

BE IT REMEMBERED that on this 2nd day of August, 1995, personally came before me, a Notary Public for the State and county aforesaid, Charles D. Morgan, Jr., as Chairman, CEO and President and Catherine L. Hughes, as Secretary, respectively, of Acxiom Corporation, known to me personally to be such, and acknowledged the said Amended and Restated Certificate of Incorporation to be their act and deed and that the facts stated therein are true and correct.

GIVEN under my hand and seal of office the day and year aforesaid.

/s/ Sharon Tackett  
-----  
Notary Public

My Commission Expires: 4/3/2000

Trans Union Corporation  
555 West Adams Street  
Chicago, IL 60661

Re: Data Center Management Agreement  
between Trans Union Corporation ("Trans Union")  
and Acxiom Corporation ("Acxiom") dated July 27,  
1992

Gentlemen:

This letter is written in conjunction with the execution by Trans Union and Acxiom, concurrently with the execution of this letter, of a certain Agreement to Extend and Amend Data Center Management Agreement (the "Amendment"). In further consideration of the mutual promises, undertakings, relinquishments of rights, and other considerations contained in the Amendment, Acxiom and the undersigned shareholders of Acxiom hereby promise, agree, and confirm that our letter to you dated July 27, 1992 (a copy of which letter is attached hereto as Schedule A), in which we agreed to use our best efforts to cause the election to the Board of Directors of Acxiom one person specified by Trans Union, shall be amended so as to increase to two (2) persons, the number of persons specified by Trans Union whom Acxiom and the undersigned shareholders shall use their best efforts to elect to the Board of Directors of Acxiom. Specifically, said letter is hereby deemed amended so that, as amended, it shall read as set forth in Schedule B hereto.

Very truly yours,

/s/ Charles D. Morgan, Jr.  
-----

Charles D. Morgan, Jr.,  
individually and as direct  
owner of certain shares  
formerly held in the Voting  
Trust dated September 30, 1983

/s/ Rodger S. Kline  
-----

Rodger S. Kline

/s/ James T. Womble  
-----

James T. Womble

ACXIOM CORPORATION

By: /s/ Charles D. Morgan, Jr.  
-----  
President

Dated August 31, 1994

## STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT (this "Agreement") dated as of October 26, 1994, between ACXIOM CORPORATION, a Delaware corporation (the "Issuer"), and MARMON INDUSTRIAL CORPORATION, a Delaware corporation (the "Purchaser"). Capitalized terms which are used but not otherwise defined herein are defined in Section 5.1.

## RECITALS

WHEREAS, pursuant to that certain letter agreement dated August 31, 1994, between the Issuer and Trans Union, Trans Union has notified the Issuer of the decision by the Board of Directors of Trans Union approving the purchase of 500,000 shares (the "Shares") of the Issuer's common stock, par value \$0.10 per share (the "Common Stock");

WHEREAS, Purchaser is the owner of all of the outstanding capital stock of Trans Union and, for internal reporting and structuring purposes, Trans Union has designated Purchaser to purchase the Shares; and

WHEREAS, the Issuer and the Purchaser desire to effect the purchase and sale of the Shares upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

## ARTICLE I

## ISSUANCE OF THE COMMON STOCK

1.1 Sale of the Common Stock. Subject to the terms and conditions set forth herein, on November 30, 1994 or such earlier date as all of the conditions set forth in Section 1.2 hereof are satisfied (the "Closing Date") (or such other date as is established pursuant to Section 1.3), the Issuer will sell to the Purchaser and the Purchaser will purchase from the Issuer the Shares for a purchase price of \$23.92 per share or an aggregate of \$11,960,000.00 (the "Purchase Price"). Pursuant to such purchase and sale, on the Closing Date the Purchaser will pay, by wire transfer of immediately available funds to an account designated in writing by the Issuer, the aggregate of the Purchase Price for all of the Shares and the Issuer will deliver to the Purchaser certificates for the Shares duly registered in the name of the Purchaser or its designee.

## 1.2 Conditions to Closing.

(a) The Purchaser's obligation to purchase the Shares and to pay the Purchase Price therefor pursuant to Section 1.1 shall be subject to satisfaction or waiver of each of the following conditions precedent:

(i) the Issuer shall have taken all actions necessary to authorize and issue the Shares;

(ii) the Purchaser shall have received or be satisfied that the Issuer will receive all consents and approvals from and made all filings with any Governmental Authority or other third parties necessary to be obtained, made or filed by the Issuer in connection with the consummation of the transactions contemplated by this Agreement and all waiting periods applicable under the HSR Act to the transactions contemplated hereby shall have expired or been terminated;

(iii) the representations and warranties of the Issuer set forth in Article II hereof shall be true and correct in all respects on and as of the Closing Date as if such representations and warranties were made on such date and the Issuer shall have delivered to the Purchaser an Officer's Certificate, dated as of the Closing Date and in form and substance reasonably satisfactory to the Purchaser to the foregoing effect, together with such

other evidence as to the accuracy of such Officer's Certificate as the Purchaser may reasonably request;

(iv) the Issuer shall have performed all covenants and obligations and satisfied all conditions on its part to be performed or satisfied pursuant to this Agreement; and

(v) there shall not have occurred any Material Adverse Change with respect to the Shares or the Issuer and its Material Subsidiaries taken as a whole.

(b) The Issuer's obligation to issue and sell the Shares to the Purchaser pursuant to Section 1.1 shall be subject to satisfaction or waiver of each of the following conditions precedent:

(i) the Issuer shall have received or be satisfied that the Purchaser will receive all consents and approvals from and made all filings with any Governmental Authority or other third parties necessary to be obtained, made or filed by the Purchaser in connection with the consummation of the transactions contemplated by this Agreement and all waiting periods applicable under the HSR Act to the transactions contemplated hereby shall have expired or been terminated;

(ii) the representations and warranties of the Purchaser set forth in Article III hereof shall be true and correct in all respects on and as of the Closing Date as if such representations and warranties were made on such date and the Purchaser shall have delivered to the Issuer an Officer's Certificate, dated as of the Closing Date and in form and substance reasonably satisfactory to



the Issuer to the foregoing effect, together with such other evidence as to the accuracy of such Officer's Certificate as the Issuer may reasonably request; and

(iii) the Purchaser shall have performed all covenants and obligations and satisfied all conditions on its part to be performed or satisfied pursuant to this Agreement.

### 1.3 Timing of Closing.

(a) Either of the Issuer or the Purchaser shall have the right to terminate this Agreement, effective immediately prior to the Closing Date, by written notice delivered to the other party prior to such time that indicates such notifying party's belief (with reasonably detailed substantiation of the basis therefor) that one or more identified conditions to such party's obligations to consummate the transactions contemplated herein shall not have been satisfied by the time of the Closing Date. If such a notice is so delivered, such termination will occur as indicated above and in accordance with Section 6.10 hereof, unless the unsatisfied conditions identified relate solely to the failure to obtain on or prior to such Closing Date any approval or clearance of a Governmental Authority contemplated by Sections 1.2(a)(ii) or 1.2(b)(i) necessary for consummation of the transactions contemplated herein.

(b) If this Agreement is not terminated pursuant to Section 1.3(a), then (i) each of the Issuer and the Purchaser shall be irrevocably obligated, subject to Section 6.10, to consummate the purchase and sale of Shares as soon as practicable after the last such Governmental Authority approval or clearance contemplated by the Sections referenced above has been obtained, and there shall be no further or other conditions to either party's obligations to consummate such transactions and (ii) the party who is responsible for obtaining such Governmental Authority approval(s) or clearance(s) that have not been obtained by the Closing Date shall use its best efforts in good faith to obtain the same as promptly as is practicable, and shall notify the other party as soon as the same is or are obtained.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES OF THE ISSUER

In order to induce the Purchaser to purchase the Shares hereunder, the Issuer represents and warrants to the Purchaser that the following representations and warranties are true and correct in all respects as of the date hereof, and will be so, as of the Closing Date and that, except as set forth herein:

## 2.1 Corporate Status.

(a) The Issuer is duly incorporated and validly existing as a corporation in good standing under the laws of the State of Delaware.

(b) The Issuer and each of its Material Subsidiaries has the corporate power and authority to own, lease and operate its properties and to conduct its business as currently owned, leased, operated and conducted, except in any instance where the failure to have such power and authority does not have a Material Adverse Effect on the Issuer and its Subsidiaries taken as a whole.

(c) The Issuer, and each of its Material Subsidiaries, is qualified to do business in all jurisdictions where its ownership, lease or operation of property or the conduct of its business requires such qualification, except where the failure to so qualify would not have a Material Adverse Effect on the Issuer and its Subsidiaries taken as a whole.

(d) The Issuer has corporate power and authority to enter into and perform its obligations under this Agreement.

2.2 Authorization/Enforceability. This Agreement has been duly authorized, executed and delivered by the Issuer and constitutes a valid and legally binding obligation of the Issuer, enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

2.3 Non-Contravention. The issuance and sale of the Shares by the Issuer and the compliance by the Issuer with all of the provisions of this Agreement and the consummation of the transactions herein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any Lien upon any share of the Common Stock, properties or assets of the Issuer pursuant to the terms of, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Issuer or any of its Subsidiaries is a party or by which the Issuer or any of its Subsidiaries is bound or to which any share of the Common Stock, properties or assets of the Issuer or any of its Subsidiaries is subject, nor will such action result in any violation of the provisions of the Restated Certificate of Incorporation or the Amended and Restated Bylaws, in each case as amended to date, of the Issuer or any statute or any order, rule or regulation of any Governmental Authority having jurisdiction over the Issuer or any of its Subsidiaries or any of their properties or assets.

2.4 Consents/Approvals. Except for filings and approvals required by the HSR Act and except for compliance with the securities laws of the States set forth on Part A of Schedule 1 attached hereto, no consent, approval, authorization, order, registration or qualification of or with any Governmental Authority is required for the issuance and sale of the Shares or the consummation by the Issuer of the transactions contemplated by this Agreement.

2.5 Capitalization. As of September 30, 1994, the authorized and outstanding shares of the capital stock of the Issuer was as shown on Part B of Schedule 1 attached hereto. All outstanding shares of the Common Stock have been duly authorized and validly issued and are fully paid. Except as set forth on Part B of Schedule 1 attached hereto, there are as of the date hereof, and there will be as of the Closing Date, no outstanding (i) shares of the Common Stock or other voting securities of the Issuer, (ii) securities of the Issuer convertible into or exchangeable for shares of the Common Stock or other voting securities of the Issuer or (iii) options or other rights to acquire from the Issuer, or obligation of the Issuer to issue, shares of the Common Stock, voting securities or securities convertible into or exchangeable for shares of the Common Stock or other voting securities of the Issuer (the securities and the rights to acquire securities described in clauses (i), (ii) and (iii) being referred to collectively as the "Issuer Securities"). There are as of the date hereof, and there will be as of the Closing Date, no outstanding obligations of the Issuer or any of its Subsidiaries to issue or deliver or to repurchase, redeem or otherwise acquire any Issuer Securities other than those listed on Part B of Schedule 1 attached hereto. Neither the issuance and sale of the Shares nor the consummation of the transactions contemplated by this Agreement grant any Person the right to acquire from the Issuer any Issuer Securities (other than the Shares).

2.6 No Material Adverse Change.

(a) Since June 30, 1994, there has not been any Material Adverse Change with respect to the Issuer and its Subsidiaries taken as a whole.

(b) Since June 30, 1994, each of the Issuer and its Subsidiaries has conducted its respective business, operations and activities only in the ordinary course consistent with past practice.

2.7 Share Authorization. The Shares have been duly authorized and, when issued and delivered against payment therefor as provided herein, will be duly and validly issued and fully paid and nonassessable. Good and valid title to the Shares, free and clear of all Liens, will be transferred by the Issuer to the Purchaser.

## 2.8 Issuer SEC Reports and Financial Statements.

(a) The Issuer has delivered to the Purchaser true and complete copies of its Annual Report on Form 10-K for the fiscal year ended March 31, 1994, Current Report on Form 8-K dated May 20, 1994, Proxy Statement dated June 15, 1994 for the Annual Meeting of Shareholders to be held July 27, 1994, Annual Report to Shareholders For Fiscal Year 1994 and Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 1994, each in the form (including exhibits and any amendments thereto) required to be filed with the SEC (collectively, the "Issuer SEC Reports"). As of their respective dates, each of the Issuer SEC Reports (i) complied in all material respects with all applicable requirements of the Securities Act and the Exchange Act, and the rules and regulations promulgated thereunder, respectively, and (ii) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) Each of the audited consolidated financial statements and unaudited consolidated interim financial statements of the Issuer (including any related notes and schedules thereto) included (or incorporated by reference) in its Annual Report on Form 10-K for the fiscal year ended March 31, 1994 or Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 1994, is materially accurate and complete and fairly presents, in conformity with GAAP applied on a consistent basis (except as may be noted therein), the consolidated financial position of the Issuer and its Subsidiaries as of its date and the consolidated results of operations and changes in financial position for the period then ended (subject, where applicable, to normal year-end audit adjustments none of which, alone or in the aggregate, would have a Material Adverse Effect on the Issuer and its Subsidiaries taken as a whole).

(c) Except as and to the extent set forth (or incorporated by reference) in the Issuer's Annual Report on Form 10-K for the fiscal year ended March 31, 1994 and its Quarterly Report on Form 10-Q for the interim period ended June 30, 1994, neither the Issuer nor any of its Subsidiaries has any liability or obligation of any nature whatsoever (whether due or to become due, accrued, fixed, contingent, liquidated, unliquidated or otherwise) that would be required by GAAP to be reflected on, or reserved against in, a consolidated balance sheet (or in the applicable notes thereto) of the Issuer or any of its Subsidiaries prepared in accordance with GAAP consistently applied, other than liabilities or obligations which arose in the ordinary course of business and consistent with past practices since such date and which do not or would not individually or in the aggregate have a Material Adverse

Effect. Since June 30, 1994, neither the Issuer nor any of its Subsidiaries has incurred any material liability not incurred in the ordinary course of business, whether absolute or accrued, and, since June 30, 1994, neither the Issuer nor any of its Subsidiaries has, to the Issuer's knowledge, incurred any material contingent liability not incurred in the ordinary course of business.

2.9 No Finder. Neither the Issuer nor any party acting on its behalf has paid or become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

In order to induce the Issuer to issue and sell the Shares hereunder, the Purchaser represents and warrants to the Issuer that the following representations and warranties are true and correct in all respects as of the date hereof, and will be so, as of the Closing Date and that, except as set forth herein:

3.1 Investment Intent. The Purchaser qualifies as an "accredited investor" (as defined in Rule 501(a) of Regulation D under the Securities Act) and is acquiring the Shares hereunder for its own account and with no intention of distributing or selling the Shares. The Purchaser agrees that it will not sell or otherwise dispose of any of the Shares unless such sale or other disposition has been registered or is exempt from registration under the Securities Act and has been registered or qualified or is exempt from registration or qualification under applicable securities laws of any State. The Purchaser understands that the Shares being acquired by it hereunder have not been (and are not being) registered under the Securities Act by reason of their contemplated issuance in transaction(s) exempt from the registration and prospectus delivery requirements of the Securities Act pursuant to Section 4(2) thereof, and that the reliance of the Issuer on such exemption from registration is predicated in part on the representations and warranties of the Purchaser hereunder. A restrictive legend consistent with the foregoing has been or will be placed on the certificates for the Shares, and related stop transfer instructions will be noted in the transfer records of the Issuer and/or its transfer agent for the Shares.

#### 3.2 Corporate Status.

(a) The Purchaser is duly incorporated and validly existing as a corporation in good standing under the laws of the State of Delaware. Purchaser is the owner of all of the outstanding capital stock of Trans Union.

(b) The Purchaser has corporate power and authority to own, lease and operate its properties and to conduct its business as currently owned, leased, operated and conducted and to enter into and perform its obligations under this Agreement.

3.3 Authorization/Enforceability. This Agreement has been duly authorized, executed and delivered by the Purchaser and constitutes a valid and legally binding obligation of the Purchaser, enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

3.4 Non-Contravention. The purchase of the Shares by the Purchaser and the compliance by the Purchaser with all of the provisions of this Agreement and the consummation of the transactions herein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any Lien upon any of the properties or assets of the Purchaser pursuant to the terms of, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Purchaser or any of its Subsidiaries is a party or by which the Purchaser or any of its Subsidiaries is bound or to which any of the properties or assets of the Purchaser or any of its Subsidiaries is subject, nor will such action result in any violation of the provisions of the Certificate of Incorporation or Bylaws of the Purchaser or any statute or any order, rule or regulation of any Governmental Authority having jurisdiction over the Purchaser or any of its Subsidiaries or any of their properties.

3.5 Consents/Approvals. Except for filings and approvals required by the HSR Act, no consent, approval, authorization, order, registration or qualification of or with any Governmental Authority is required for the purchase of the Shares or the consummation by the Purchaser of the transactions contemplated by this Agreement.

3.6 No Finder. Neither the Purchaser nor any party acting on its behalf has paid or become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement.

#### ARTICLE IV

#### COVENANTS

##### 4.1 Covenants of the Issuer.

(a) The Issuer will (i) make on a prompt and timely basis all governmental or regulatory notifications, filings or submissions, including, without limitation, any notifications, filings or submissions required by the HSR Act or the securities laws of any State set forth on Part A of Schedule 1 attached hereto, as necessary for the consummation of the transactions contemplated hereby, (ii) use all reasonable efforts to cooperate with the Purchaser and its representatives in (A) determining which notifications, filings and submissions are required to be made prior to the Closing Date with, and which consents, approvals, permits or authorizations are required to be obtained prior to the Closing Date from, any Governmental Authority in connection with the execution, delivery and performance of this Agreement and the transactions contemplated hereby and (B) timely making of all such notifications, filings or submissions and timely seeking all such consents, approvals, permits or authorizations, and (iii) use all reasonable efforts to take, or cause to be taken, all other action and do, or cause to be done, all other things necessary or appropriate to consummate the transactions contemplated by this Agreement.

(b) Except for the instruments and plans set forth on Part B of Schedule 1 attached hereto, during the period from the date of this Agreement to the Closing Date, inclusive, the Issuer will not enter into any agreement or legally binding commitment to give to any Person any right to invest in or acquire shares of the Common Stock or any security convertible into or exercisable for the Common Stock of the Issuer.

(c) The Issuer acknowledges that upon exercise of the Warrant, the Purchaser may become an "Interested Stockholder" with respect to the Issuer for purposes of Section 203 of the DGCL. Accordingly, prior to the Closing Date (or as soon as possible thereafter if otherwise impractical), the Issuer shall use its best efforts to cause the Issuer's Board of Directors to approve of the Purchaser's exercise of the Warrant, and purchase of shares of the Common Stock pursuant thereto, for purposes of Section 203(a)(1) of the DGCL.

(d) As soon as practical following the execution of this Agreement, the Issuer shall prepare and file with the NASD, and obtain the NASD's approval of, an amendment to the Issuer's NASDAQ National Market Listing Application reflecting the consummation of the transactions completed hereby, together with all documents, instruments and other materials which are or will be required to be filed or delivered under the Issuer's NASDAQ listing agreement and the NASD By-Laws.

4.2 Covenants of the Purchaser. The Purchaser will (a) make on a prompt and timely basis all governmental or regulatory notifications, filings or submissions, including, without limitation, any notifications, filings or submissions required by the HSR Act, as necessary for the consummation of the transactions contemplated hereby, (b) use all reasonable efforts to cooperate with the Issuer and its representatives in (i) determining which notifications, filings and submissions are required to be made prior to the Closing Date with, and which consents, approvals, permits or authorizations are required to be obtained prior to the Closing Date from, any Governmental Authority in connection with the execution, delivery and performance of this Agreement and the transactions contemplated hereby and (ii) timely making of all such notifications, filings or submissions and timely seeking all such consents, approvals, permits or authorizations, and (c) use all reasonable efforts to take, or cause to be taken, all other action and do, or cause to be done, all other things necessary or appropriate to consummate the transactions contemplated by this Agreement.

## ARTICLE V

### DEFINITIONS

5.1 Defined Terms. As used herein the following terms shall have the following meanings:

"Closing Date" has the meaning specified in Section 1.1 hereof.

"DGCL" means the General Corporation Law of the State of Delaware, as amended.

"DCM Agreement" has the meaning specified in Section 6.1

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"GAAP" means generally accepted accounting principles in effect in the United States of America from time to time.

"Governmental Authority" means any federal, state or other political subdivision, and any agency, court, department, entity or official exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Issuer SEC Reports" has the meaning specified on Section 2.8 hereof.



"Issuer Securities" has the meaning specified in Section 2.5 hereof.

"Lien" means any mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrangement, security interest, lien, charge, easement (other than any easement not materially impairing usefulness or marketability), encumbrance, preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement having substantially the same economic effect as any of the foregoing).

"Material Adverse Change {or Effect}" means a change in (or effect on) the condition (financial or otherwise), results of operations, assets, earnings or business of a Person, which change or development, individually or in the aggregate, is materially adverse to such condition, results of operations, assets, earnings or business.

"Material Subsidiaries" means those subsidiaries of the Issuer listed on Schedule 2 attached to this Agreement.

"NASD" means the National Association of Securities Dealers, Inc.

"NASDAQ" means the National Association of Securities Dealers, Inc.'s Automated Quotation System.

"Officers' Certificate" shall mean a certificate executed on behalf of the Issuer or the Purchaser, as applicable, by its President and by one of its Vice Presidents, Treasurer, Secretary or Assistant Secretary.

"Person" means any individual, partnership, corporation, trust, joint venture, unincorporated organization or Governmental Authority.

"Purchase Price" has the meaning specified in Section 1.1 hereof.

"Register", "registered" and "registration" refer to a registration of shares of the Common Stock effected by preparing and filing a registration statement with the SEC in compliance with the Securities Act and the declaration or ordering of the effectiveness of such registration statement.

"Registration Rights Agreement" has the meaning specified in Section 6.1 hereof.

"SEC" shall mean the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act or the Exchange Act.

"Securities Act" means the Securities Act of 1933, as amended.

"Shares" has the meaning specified in Section 1.1 hereof.

"Subsidiary" means as to any Person, (i) a corporation of which more than 50% of the outstanding capital stock having full voting power is at the time directly or indirectly owned by such Person or by one or more other Subsidiaries of such Person or by such Person and one or more Subsidiaries thereof or (ii) any other Person (other than a corporation) in which such Person, or one or more other Subsidiaries of such Person or such Person and one or more other Subsidiaries thereof, directly or indirectly, has at least a majority ownership and power to direct the policies, management and affairs thereof.

"Trans Union" shall mean Trans Union Corporation, a Delaware corporation.

"Warrant" refers to the warrant described in Section 6.1(b) hereof.

## 5.2 Other Definitional Provisions.

(a) All terms defined in this Agreement shall have the defined meanings when used in any certificate, report or other document made or delivered pursuant hereto or thereto, unless the context otherwise requires.

(b) Terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa.

(c) All matters of an accounting nature in connection with this Agreement and the transactions contemplated hereby shall be determined in accordance with GAAP as are generally accepted as consistently applied by the Issuer at the date of such computation.

(d) As used herein, the neuter gender shall also denote the masculine and feminine, and the masculine gender shall also denote the neuter and feminine, where the context so permits.

(e) The words "hereof", "herein" and "hereunder", and words of similar import, when used in this Agreement shall this Agreement as a whole and not to any particular provision of this Agreement.

## ARTICLE VI

### MISCELLANEOUS

6.1 Understandings relating to the DCM Agreement and the Registration Rights Agreement.

(a) The Purchaser shall be entitled to the same registration and other rights with respect to the Shares as are granted to Trans Union pursuant to (i) Section 5.1.3.3 ("Registration Rights"), Section 5.1.3.4 ("Demand Registration Rights") and Section 5.1.3.7.3 ("Dilution Effect") of that certain Data Center Management Agreement between Trans Union and the Issuer, dated as of July 27, 1992, as amended by the amendment thereto dated August 31, 1994 (as such agreement has heretofore been and may hereafter be amended, the "DCM Agreement") and (ii) that certain Registration Rights Agreement between Trans Union and the Issuer, dated as of July 27, 1992, as amended by the amendment thereto dated August 31, 1994 (as such agreement has heretofore been and may hereafter be amended, the "Registration Rights Agreement"); provided, however, that the Purchaser and Trans Union shall be entitled, collectively, to exercise their rights under Section 3.0 of the Registration Rights Agreement no more than an aggregate of twice and any such exercise shall be for all but not less than all of the Eligible Securities (as defined in Section 1.0 of the Registration Rights Agreement) held by Trans Union, all but not less than all of the Eligible Securities held by the Purchaser or all but not less than all of the Eligible Securities held by both Trans Union and the Purchaser, as Trans Union and the Purchaser may, in their sole discretion, decide.

(b) Capitalized terms used in each of the DCM Agreement and the Registration Rights Agreement shall have the meanings as set forth therein, respectively; provided, however, that all references to "Acxiom Stock" (as defined in Section 5.1.3.1.1(a) of the DCM Agreement) and all references to "Eligible Securities" in each of the DCM Agreement, the Registration Rights Agreement and Section 6.1(a) hereof shall be deemed to refer to and include the Shares; provided, further, however, that the term "Acxiom Stock" shall not be deemed to refer to or include the Shares (i) for the purposes of the warrant to purchase shares of the Common Stock issued pursuant to Section 5.1.3.1(f) of the DCM Agreement (the "Warrant"), or (ii) for any other purpose, right or obligation contained in or pursuant to the DCM Agreement, except as may be necessary or appropriate in respect of the rights and obligations of each of the Issuer and the Purchaser pursuant to Section 6.1(a) hereof.

6.2 Communications. All communication hereunder shall be in writing (including telegraphic communication) and shall be sent by telegraph, facsimile or overnight courier or delivered in person to the Purchaser at 225 West Washington Street, Chicago, Illinois 60606, facsimile number (312) 845-5305, Attention: President (with a copy to Neal Gerber & Eisenberg at Two North LaSalle Street, Suite 2200, Chicago, Illinois 60602, facsimile number (312) 269-1747, Attention: Ross D. Emmerman, Esq.), and to the Issuer at 301 Industrial Boulevard, Conway, Arkansas 72032, facsimile number (501) 371-0806, Attention: President (with a copy to

Wright, Lindsey & Jennings at 200 West Capitol Avenue, Suite 2200, Little Rock, Arkansas 72201, facsimile number (501) 376-9442, Attention: N.M. Norton, Jr., Esq.), or to such other addresses or Persons as the Purchaser or the Issuer may designate by notice in writing. Notices shall be deemed to have been given when received.

6.3 Non-Waiver of Remedies and Actions. No course of dealing between the Issuer and the Purchaser with respect to any shares of the Common Stock, or any delay on the part of either such party in exercising any rights available to such party, shall operate as a waiver of any right of such party, except to the extent expressly waived in writing by such party.

6.4 Headings. The headings in this Agreement are for purposes of reference only and shall not be considered in construing this Agreement.

6.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original and all together shall constitute one agreement, with such counterparts being deliverable by facsimile with the original being transmitted by overnight courier.

6.6 Successors and Assigns. Except as otherwise specifically provided herein, this Agreement shall bind and inure to the benefit of the Issuer's and the Purchaser's respective successors and permitted assigns; provided, however, that neither the Issuer nor the Purchaser shall have any right to assign any of its rights hereunder or any interest herein without obtaining the written consent of the other to such assignment, and any purported assignment made without obtaining such written consent shall be null and void. Notwithstanding the foregoing, any Person who is a holder of any share(s) of the Common Stock shall have all rights and benefits afforded to such holder, in its capacity as such, pursuant and subject to the terms of the Restated Certificate of Incorporation and the Amended and Restated Bylaws of the Issuer, in each case as amended to date, receipt of copies of which is acknowledged by the Purchaser.

6.7 Survival. Notwithstanding any investigation made by either party, all covenants, agreements, representations and warranties made herein and in certificates delivered pursuant hereto shall survive the Closing Date and the delivery to the Purchaser of the Shares.

6.8 Enforceability. If any term or provision of this Agreement, or the application thereof to any Person or circumstance, shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement or application to other Persons and circumstances shall not be invalidated thereby, and each term and provision hereof shall be construed with all other remaining terms and provisions hereof to effect the intent of the parties hereto to the fullest extent permitted by law.

6.9 Law Governing. This Agreement shall be construed and enforced in accordance with and shall be governed by the laws of the State of Delaware, without giving effect to its conflict of laws provisions.

6.10 Termination.

(a) Subject to the provisions of Section 1.3(b) hereof, this Agreement shall terminate without any liability of the parties hereto if the purchase and sale of the Shares contemplated by Section 1.1 shall not have occurred by November 30, 1994; provided, however, that prior to any such termination the parties shall discuss in good faith extension of the term of this Agreement beyond such date with any such revisions to the terms hereof as may be appropriate under the circumstances.

(b) In addition, in the event that on the Closing Date, any condition to the obligation of either party to consummate the transaction has not been satisfied and either of the parties shall have exercised its right to terminate this Agreement based thereon as provided in Section 1.3(a), then this Agreement shall be terminated as provided in Section 1.3(a), which termination shall be without liability to either party hereunder.

6.11 Public Announcements. The Issuer and the Purchaser each hereby agrees it will not issue any press release or otherwise make any public statement or respond to any press inquiry with respect to this Agreement, the transactions contemplated hereby or Agreements or transactions referred to herein without the prior approval of the other party except as may be required by applicable law.

6.12 Expenses. Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense.

6.13 Amendments. This Agreement may not be amended, waived or modified, in whole or in part, except by a writing signed on behalf of the parties hereto.

6.14 Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person (other than the parties hereto) any rights or remedies under or by reason of this Agreement.

6.15 Further Assurances. From time to time after the date hereof, the parties will, at their expense, and without further consideration, execute and deliver such other documents and instruments and take such other actions as are reasonably requested to effect the purposes and intent of this Agreement.

6.16 Integration. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and cancels and supersedes any and all prior agreements, understandings or arrangements, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have caused this Stock Purchase Agreement to be duly executed and delivered as of the day and year first above written.

THE ISSUER:

ACXIOM CORPORATION,  
a Delaware corporation

/s/ Charles D. Morgan, Jr.  
By: -----  
Charles D. Morgan, Jr.  
Chairman of the Board

THE PURCHASER:

MARMON INDUSTRIAL  
CORPORATION, a Delaware  
corporation

By: /s/ Robert C. Gluth  
-----  
Robert C. Gluth  
Vice President and Secretary

SCHEDULE 1

A. STATES REQUIRING STATE SECURITIES LAW FILINGS

None.

B. CAPITALIZATION OF THE ISSUER

As of September 30, 1994,

Preferred stock, \$1.00 par value, 1,000,000 authorized, all unissued.

Common stock \$0.10 par value, 20,000,000 authorized, 10,651,163 shares outstanding.

Stock Option Plans:

The Issuer has two stock option plans -- for its U.S. employees, a Key Employee Stock Option Plan for which 2.8 million shares of the Issuer's common stock have been reserved, and for its U.K. employees, a U.K. Share Option Scheme for which 1.4 million shares of the Issuer's common stock have been reserved. Pursuant to these plans, options for 1,037,030 shares are currently outstanding, 219,249 of which are currently exercisable.

Stock Purchase Plan:

The Issuer maintains an employee stock purchase plan which provides for the purchase of shares of common stock by employees through payroll deductions which may not exceed 10% of employee compensation. The plan is registered with the Securities and Exchange Commission, but the number of shares registered for issuance is not fixed. The price of stock purchased under the plan is 85% of the market price as of the date the stock is purchased for the employee by the Trustees of the plan.

Retirement Savings Plan:

The Issuer has a retirement savings plan which covers substantially all domestic employees. The Issuer matches 50% of the employee's salary deferred contributions up to 6% annually and may contribute amounts to the plan from the Issuer's earnings at the discretion of the Board of Directors. Issuer contributions amounted to approximately \$417,000, 383,000 and 308,000 in 1994, 1993 and 1992, respectively. All Issuer contributions are made in the Issuer's common stock.

Trans Union Corporation Warrant:

In August 1992, Trans Union Corporation ("Trans Union") acquired a warrant (the "Warrant") in connection with the Issuer's purchase of certain assets pursuant to the DCM Agreement. The Warrant, which expires on August 31, 2000, entitles Trans Union to acquire up to 1,000,000 additional shares of the Issuer's newly issued common stock ("Warrant Stock"). The exercise price of the Warrant Stock is \$11.25 per share in years one through five of the agreement, \$12.25 in year six, \$13.25 in year seven and \$14.25 in year eight. The first 250,000 shares became exercisable as of the closing of the DCM Agreement and the remaining 750,000 shares became exercisable on August 31, 1994 when Trans Union notified the Issuer of Trans Union's intent to go forward with the second phase (7 1/2 years) of the DCM Agreement. Trans Union is precluded from exercising the Warrant to the extent that the shares acquired thereunder would cause its percentage ownership of the Issuer's common stock acquired pursuant to the DCM Agreement to exceed 10% of the Issuer's then issued and outstanding common stock. Based on shares outstanding at September 30, 1994, and giving effect to the shares issued pursuant to this Agreement, Trans Union would currently be entitled to purchase approximately 705,684 additional shares of the Issuer's common stock.



SCHEDULE 2

MATERIAL SUBSIDIARIES OF THE ISSUER

Name of Subsidiary -----	Jurisdiction of Incorporation -----
Acxiom Chicago Data Center, Inc.	Arkansas
Acxiom Children's Center, Inc.	Arkansas
Acxiom RM-Tools, Inc.	Arkansas
Acxiom Transportation Services, Inc.	Arkansas
BSA, Inc.	New Jersey
Modern Mailers, Inc.	Delaware
Acxiom U.K., Ltd.	United Kingdom
Marketlead Services, Ltd. (Agency company of Acxiom, U.K., Ltd.)	United Kingdom
Southwark Computer Services, Ltd. (Agency company of Acxiom, U.X., Ltd.)	United Kingdom

October 16, 1995

Acxiom Corporation  
Post Office Box 2000  
301 Industrial Boulevard  
Conway, Arkansas 72033-2000

Ladies and Gentlemen:

We refer to the Registration Statement on Form S-8 (the "Registration Statement") filed with the Securities and Exchange Commission on or about the date hereof by Acxiom Corporation (the "Company") for registration under the Securities Act of 1933, as amended (the "Act"), of 808,370 shares of the Company's common stock, \$.10 par value per share (the "Shares"), to be offered in connection with the Acxiom Corporation/DataQuick Incentive and Nonqualified Stock Option Plans (the "Plan").

It is our opinion that all action necessary to register the Shares under the Act will have been taken when:

a. The Registration Statement shall have become effective in accordance with the applicable provisions of the Act; and

b. Appropriate action shall have been taken by the Board of Directors of the Company for the purpose of authorizing the registration of the Shares.

It is our further opinion that the Shares will be, upon issuance against receipt of the purchase price therefore (as defined in the Plan), validly authorized, validly issued, fully paid and non-assessable. This opinion does not pass upon the matter of compliance with "Blue Sky" laws or similar laws relating to the sale or distribution of the Shares.

We are members of the Arkansas Bar and do not hold ourselves out as experts on the laws of any other State.

We hereby consent to the use of this opinion as an exhibit to the Registration Statement, as it may be amended, and consent to such references to our firm as are made therein.

Very truly yours,

/s/ Friday, Eldredge & Clark

FRIDAY, ELDREDGE & CLARK

JCR/bb

The Board of Directors  
Acxiom Corporation

We consent to incorporation by reference in the registration statement on Form S-8 of Acxiom Corporation of our report dated May 5, 1995, relating to the consolidated balance sheets of Acxiom Corporation and subsidiaries as of March 31, 1995 and 1994, and the related consolidated statements of earnings, stockholders' equity and cash flows for each of the years in the three-year period ended March 31, 1995 which is incorporated by reference in the March 31, 1995 annual report on Form 10-K of Acxiom Corporation. We also consent to incorporation by reference in the above-mentioned registration statement of our report dated May 5, 1995 relating to the consolidated financial statement schedule, which report appears in the March 31, 1995 annual report on Form 10-K of Acxiom Corporation.

/s/ KPMG Peat Marwick LLP

KPMG Peat Marwick LLP

Little Rock, Arkansas  
October 13, 1995

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director and officer of Acxiom Corporation, a Delaware corporation (the "Company"), does hereby constitute and appoint Catherine L. Hughes and/or Robert S. Bloom, and each of them, as the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution for the undersigned and in the undersigned's name, place and stead, in the undersigned's capacity as a director and principal executive officer of the Company, to sign the Company's Registration Statement on Form S-8 pertaining to the registration of up to 808,370 shares of the Company's Common Stock, \$.10 par value per share, to be offered to certain employees pursuant to the Acxiom Corporation/DataQuick Incentive and Non-qualified Stock Option Plans and to sign any and all amendments thereto (including post-effective amendments), and to file the same, together with any exhibits and all other documents related thereto, with the Securities and Exchange Commission, granting to said attorneys-in-fact and agents, full power and authority to do and perform each and any act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as the undersigned might or could do in person, duly ratifying and confirming all that said attorneys-in-fact and agents may lawfully do or cause to be done by virtue of the power herein granted.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this date.

Signature:

/s/ Charles D. Morgan, Jr.

-----

Charles D. Morgan, Jr.

ACKNOWLEDGMENT

STATE OF ARKANSAS    )  
                              ) ss.  
COUNTY OF FAULKNER )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Charles D. Morgan, Jr., personally known to me as a director and the principal executive officer of Acxiom Corporation, a Delaware corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being duly authorized, signed and delivered the said instrument for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of October, 1995.

/s/ Sharon Tackett  
-----

Notary Public

My Commission Expires: 4/3/2000

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director and officer of Acxiom Corporation, a Delaware corporation (the "Company"), does hereby constitute and appoint Catherine L. Hughes and/or Robert S. Bloom, and each of them, as the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution for the undersigned and in the undersigned's name, place and stead, in the undersigned's capacity as a director and principal executive officer of the Company, to sign the Company's Registration Statement on Form S-8 pertaining to the registration of up to 808,370 shares of the Company's Common Stock, \$.10 par value per share, to be offered to certain employees pursuant to the Acxiom Corporation/DataQuick Incentive and Non-qualified Stock Option Plans and to sign any and all amendments thereto (including post-effective amendments), and to file the same, together with any exhibits and all other documents related thereto, with the Securities and Exchange Commission, granting to said attorneys-in-fact and agents, full power and authority to do and perform each and any act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as the undersigned might or could do in person, duly ratifying and confirming all that said attorneys-in-fact and agents may lawfully do or cause to be done by virtue of the power herein granted.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this date.

Signature:

/s/ Rodger S. Kline

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Rodger S. Kline

ACKNOWLEDGMENT

STATE OF ARKANSAS    )  
                                  ) ss.  
COUNTY OF FAULKNER )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Rodger S. Kline, personally known to me as a director and the principal executive officer of Acxiom Corporation, a Delaware corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being duly authorized, signed and delivered the said instrument for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of October, 1995.

/s/ Sharon Tackett

-----  
Notary Public

My Commission Expires: 4/3/2000

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director and officer of Acxiom Corporation, a Delaware corporation (the "Company"), does hereby constitute and appoint Catherine L. Hughes and/or Robert S. Bloom, and each of them, as the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution for the undersigned and in the undersigned's name, place and stead, in the undersigned's capacity as a director and principal executive officer of the Company, to sign the Company's Registration Statement on Form S-8 pertaining to the registration of up to 808,370 shares of the Company's Common Stock, \$.10 par value per share, to be offered to certain employees pursuant to the Acxiom Corporation/DataQuick Incentive and Non-qualified Stock Option Plans and to sign any and all amendments thereto (including post-effective amendments), and to file the same, together with any exhibits and all other documents related thereto, with the Securities and Exchange Commission, granting to said attorneys-in-fact and agents, full power and authority to do and perform each and any act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as the undersigned might or could do in person, duly ratifying and confirming all that said attorneys-in-fact and agents may lawfully do or cause to be done by virtue of the power herein granted.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this date.

Signature:

/s/ James T. Womble

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James T. Womble

ACKNOWLEDGMENT

STATE OF ARKANSAS    )  
                                  ) ss.  
COUNTY OF FAULKNER )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that James T. Womble, personally known to me as a director and the principal executive officer of Acxiom Corporation, a Delaware corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being duly authorized, signed and delivered the said instrument for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of October, 1995.

/s/ Sharon Tackett

-----

Notary Public

My Commission Expires: 4/3/2000

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director and officer of Acxiom Corporation, a Delaware corporation (the "Company"), does hereby constitute and appoint Catherine L. Hughes and/or Robert S. Bloom, and each of them, as the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution for the undersigned and in the undersigned's name, place and stead, in the undersigned's capacity as a director and principal executive officer of the Company, to sign the Company's Registration Statement on Form S-8 pertaining to the registration of up to 808,370 shares of the Company's Common Stock, \$.10 par value per share, to be offered to certain employees pursuant to the Acxiom Corporation/DataQuick Incentive and Non-qualified Stock Option Plans and to sign any and all amendments thereto (including post-effective amendments), and to file the same, together with any exhibits and all other documents related thereto, with the Securities and Exchange Commission, granting to said attorneys-in-fact and agents, full power and authority to do and perform each and any act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as the undersigned might or could do in person, duly ratifying and confirming all that said attorneys-in-fact and agents may lawfully do or cause to be done by virtue of the power herein granted.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this date.

Signature:

/s/ Walter V. Smiley  
-----  
Walter V. Smiley

ACKNOWLEDGMENT

STATE OF ARKANSAS    )  
                                  ) ss.  
COUNTY OF FAULKNER )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Walter V. Smiley, personally known to me as a director and the principal executive officer of Acxiom Corporation, a Delaware corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being duly authorized, signed and delivered the said instrument for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of October, 1995.

                                  /s/ Sharon Tackett  
-----  
                                  Notary Public

My Commission Expires: 4/3/2000

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director and officer of Acxiom Corporation, a Delaware corporation (the "Company"), does hereby constitute and appoint Catherine L. Hughes and/or Robert S. Bloom, and each of them, as the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution for the undersigned and in the undersigned's name, place and stead, in the undersigned's capacity as a director and principal executive officer of the Company, to sign the Company's Registration Statement on Form S-8 pertaining to the registration of up to 808,370 shares of the Company's Common Stock, \$.10 par value per share, to be offered to certain employees pursuant to the Acxiom Corporation/DataQuick Incentive and Non-qualified Stock Option Plans and to sign any and all amendments thereto (including post-effective amendments), and to file the same, together with any exhibits and all other documents related thereto, with the Securities and Exchange Commission, granting to said attorneys-in-fact and agents, full power and authority to do and perform each and any act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as the undersigned might or could do in person, duly ratifying and confirming all that said attorneys-in-fact and agents may lawfully do or cause to be done by virtue of the power herein granted.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this date.

Signature:

/s/ William T. Dillard II  
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William T. Dillard II

ACKNOWLEDGMENT

STATE OF ARKANSAS    )  
                                  ) ss.  
COUNTY OF FAULKNER )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that William T. Dillard II, personally known to me as a director and the principal executive officer of Acxiom Corporation, a Delaware corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being duly authorized, signed and delivered the said instrument for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16th day of October, 1995.

/s/ Sharon Tackett  
-----  
Notary Public

My Commission Expires: 4/3/2000



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director and officer of Acxiom Corporation, a Delaware corporation (the "Company"), does hereby constitute and appoint Catherine L. Hughes and/or Robert S. Bloom, and each of them, as the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution for the undersigned and in the undersigned's name, place and stead, in the undersigned's capacity as a director and principal executive officer of the Company, to sign the Company's Registration Statement on Form S-8 pertaining to the registration of up to 808,370 shares of the Company's Common Stock, \$.10 par value per share, to be offered to certain employees pursuant to the Acxiom Corporation/DataQuick Incentive and Non-qualified Stock Option Plans and to sign any and all amendments thereto (including post-effective amendments), and to file the same, together with any exhibits and all other documents related thereto, with the Securities and Exchange Commission, granting to said attorneys-in-fact and agents, full power and authority to do and perform each and any act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as the undersigned might or could do in person, duly ratifying and confirming all that said attorneys-in-fact and agents may lawfully do or cause to be done by virtue of the power herein granted.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this date.

Signature:

/s/ Dr. Ann H. Die  
-----  
Dr. Ann H. Die

ACKNOWLEDGMENT

STATE OF ARKANSAS    )  
                                  ) ss.  
COUNTY OF FAULKNER )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Dr. Ann H. Die, personally known to me as a director and the principal executive officer of Acxiom Corporation, a Delaware corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she, being duly authorized, signed and delivered the said instrument for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day  
of October, 1995.

/s/ Janina Jo Heird

-----  
Notary Public

My Commission Expires: 8/8/2000

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director and officer of Acxiom Corporation, a Delaware corporation (the "Company"), does hereby constitute and appoint Catherine L. Hughes and/or Robert S. Bloom, and each of them, as the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution for the undersigned and in the undersigned's name, place and stead, in the undersigned's capacity as a director and principal executive officer of the Company, to sign the Company's Registration Statement on Form S-8 pertaining to the registration of up to 808,370 shares of the Company's Common Stock, \$.10 par value per share, to be offered to certain employees pursuant to the Acxiom Corporation/DataQuick Incentive and Non-qualified Stock Option Plans and to sign any and all amendments thereto (including post-effective amendments), and to file the same, together with any exhibits and all other documents related thereto, with the Securities and Exchange Commission, granting to said attorneys-in-fact and agents, full power and authority to do and perform each and any act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as the undersigned might or could do in person, duly ratifying and confirming all that said attorneys-in-fact and agents may lawfully do or cause to be done by virtue of the power herein granted.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this date.

Signature:

/s/ Robert A. Pritzker  
-----  
Robert A. Pritzker

ACKNOWLEDGMENT

STATE OF ILLINOIS    )  
                          ) ss.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Robert A. Pritzker, personally known to me as a director and the principal executive officer of Acxiom Corporation, a Delaware corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being duly authorized, signed and delivered the said instrument for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13th day of October, 1995.

      /s/ Carol D'Ascenzo  
-----  
Notary Public

My Commission Expires: 12/1/96

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director and officer of Acxiom Corporation, a Delaware corporation (the "Company"), does hereby constitute and appoint Catherine L. Hughes and/or Robert S. Bloom, and each of them, as the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution for the undersigned and in the undersigned's name, place and stead, in the undersigned's capacity as a director and principal executive officer of the Company, to sign the Company's Registration Statement on Form S-8 pertaining to the registration of up to 808,370 shares of the Company's Common Stock, \$.10 par value per share, to be offered to certain employees pursuant to the Acxiom Corporation/DataQuick Incentive and Non-qualified Stock Option Plans and to sign any and all amendments thereto (including post-effective amendments), and to file the same, together with any exhibits and all other documents related thereto, with the Securities and Exchange Commission, granting to said attorneys-in-fact and agents, full power and authority to do and perform each and any act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as the undersigned might or could do in person, duly ratifying and confirming all that said attorneys-in-fact and agents may lawfully do or cause to be done by virtue of the power herein granted.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this date.

Signature:

/s/ Robert S. Bloom

-----

Robert S. Bloom

ACKNOWLEDGMENT

STATE OF ARKANSAS    )  
                                  ) ss.  
COUNTY OF FAULKNER )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Robert S. Bloom, personally known to me as a director and the principal executive officer of Acxiom Corporation, a Delaware corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being duly authorized, signed and delivered the said instrument for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16th day of October, 1995.

/s/ Sharon Tackett

-----

Notary Public

My Commission Expires: 4/3/2000