UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): **May 16, 2007**

ACXIOM CORPORATION

(Exact Name of Registrant as Specified in Its Charter)

DELAWARE
(State or Other Jurisdiction of Incorporation)

0-13163	**71-0581897**
(Commission File Number)	(IRS Employer Identification No.)

1 Information Way, P.O. Box 8180, Little Rock, Arkansas	**72203-8180**
(Address of Principal Executive Offices)	(Zip Code)

501-342-1000
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

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

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

The information reported pursuant to this item is incorporated by reference within Item 5.02(c) below.

Item 2.02 Results of Operations and Financial Condition.

On May 16, 2007, Acxiom Corporation (the "Company") issued a press release announcing the results of its financial performance for the fourth quarter of fiscal year 2007. The Company will hold a conference call at 6:45 p.m. CDT today to discuss this information further. Interested parties are invited to listen to the call, which will be broadcast via the Internet at www.acxiom.com. The press release is furnished herewith as Exhibit 99.1 and incorporated by reference herein.

The Company's press release and other communications from time to time include certain non-GAAP financial measures. A "non-GAAP financial measure" is defined as a numerical measure of a company's financial performance, financial position or cash flows that excludes (or includes) amounts that are included in (or excluded from) the most directly comparable measure calculated and presented in accordance with GAAP in the Company's financial statements.

The attached press release utilizes a non-GAAP measure of free cash flow available to equity. Free cash flow available to equity is defined as operating cash flow less cash used by investing activities (excluding the impact of cash paid in acquisitions) less required payments of debt (total debt payments excluding payments on the line of credit and prepayments of debt). The Company's management believes that this measure of free cash flow available to equity is superior to the previously reported free cash flow since it represents the amount of money available for the Company's discretionary spending after funding all required obligations including scheduled debt payments, and it therefore provides a useful measure of liquidity for assessing the amount of cash available for general corporate and strategic purposes.

A reconciliation of free cash flow to equity to operating cash flow, the nearest comparable GAAP measure, is included as an attachment to the press release.

The press release also includes measures of earnings before income taxes, income taxes, net earnings, and diluted earnings per share for the quarter and fiscal year, all as adjusted for unusual charges during the fourth quarter. These charges are excluded because they do not represent continuing operations of the Company, and management believes it is appropriate to exclude these changes for comparison purposes. A reconciliation of these measures to the comparable GAAP measures is included as an attachment to the press release.

EBITDA is defined as earnings before interest, taxes, depreciation and amortization. EBITDA is not mentioned in the attached press release, but may be discussed during the conference call. EBITDA can be calculated directly from the financial statements by adding pre-tax income plus interest expense from the statement of operations plus depreciation and amortization from the cash flow statement. Management believes EBITDA is a useful measure of liquidity which may be used by investors to assess the Company's ongoing operations and liquidity.

The non-GAAP financial measures used by the Company in the attached press release may not be comparable to similarly titled measures used by other companies and should not be considered in isolation or as a substitute for measures of performance or liquidity prepared in accordance with GAAP.

Item 5.02(c) Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

The Company has hired Christopher W. Wolf, age 45, to become its chief financial officer. Mr. Wolf will begin his employment with the Company in late May or early June, 2007, and will be transitioning into the CFO role over the next few months. As CFO, he will be responsible for all aspects of the Company's financial management and will be a member of the Company Leadership Team. A copy of Mr. Wolf's offer letter is furnished herewith as Exhibit 99.2 and incorporated by reference herein. The Company has agreed to enter into an Executive Security Agreement with Mr. Wolf effective as of his date of hire, in the form furnished herewith as Exhibit 99.3 and incorporated by reference herein.

Rodger S. Kline, a director of the Company and its Chief Administrative Leader, has served as acting chief financial officer for the past 3 months and will continue to serve as such until Mr. Wolf has fully transitioned into the CFO role.

Mr. Wolf has over 19 years experience as a financial executive and consultant to companies in the marketing, retail, and technology sectors. He has most recently served as an independent consultant, providing consultation on financial reporting, Sarbanes-Oxley compliance, corporate governance, capital structure, mergers and acquisitions, and tax planning to a variety of public and private entities. From 2005 - 2006, Mr. Wolf served as CFO of NiuTech LLC, an internet marketing services company. In this role, Mr. Wolf was responsible for the accounting, financial planning and analysis, treasury, and risk management activities of the company. From 1996 - 2004, Mr. Wolf was employed in various finance and tax positions with Catalina Marketing Corporation, culminating in his service as chief financial officer from 2002 - 2004. He also served as executive vice president from 2003 - 2004; senior vice president from 2002 - 2003; vice president –finance and treasurer from 2000 - 2002; executive director of tax, treasury and international finance from 1998 - 2000; senior director of tax and international finance from 1997 - 1998; and senior director of tax from 1996 - 1997. As chief financial officer, Mr. Wolf had responsibility for strategic planning, development and leadership of the finance function of Catalina, a leader in behavior-based, targeted-marketing services and programs offered through a variety of distribution channels with revenues of over $450 million. These marketing services include discount coupons, loyalty marketing programs, newsletters, sampling, advertising, in-store instant-win games and other incentives that are delivered directly to shoppers by various methods. Mr. Wolf also had oversight responsibility in his role as chief financial officer for corporate governance, legal affairs, intellectual property, SEC reporting, investor relations, financial analysis and planning, capital budgeting, operating budgeting, forecasting and cash management.

Prior to joining Catalina in 1996, Mr. Wolf served for a 10-year period as a tax manager and consultant for Arthur Andersen & Co. In addition to assisting clients in tax planning and compliance matters and representing clients before the Internal Revenue Service and state tax authorities with respect to income, sales, use and other taxes, Mr. Wolf consulted on tax issues with respect to mergers and acquisitions, initial public offerings, spin-offs, and other taxable and tax-free corporate finance transactions. Mr. Wolf is a certified public accountant. He holds a

B.S. degree in accounting from Florida State University and a Master of Accounting degree from the University of North Carolina.

Item 9.01 Financial Statements and Exhibits

(c) Exhibits

The following exhibits are furnished herewith:

Exhibit Number	Description
99.1	Press Release of the Company dated May 16, 2007 announcing fourth quarter earnings for fiscal year 2007.
99.2	Offer Letter dated May 9, 2007 from the Company to Christopher W. Wolf
99.3	Form of Executive Security Agreement between the Company and Christopher W. Wolf

SIGNATURE

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

Dated: May 16, 2007

ACXIOM CORPORATION

By: /s/ Jerry C. Jones
Name: Jerry C. Jones
Title: Business Development/Legal Leader

EXHIBIT INDEX

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Exhibit 99.1

For more information, contact:
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EACXM

Acxiom® Announces Fiscal 2007 Results

Company also moves to new three-division alignment

LITTLE ROCK, Ark. – May 16, 2007 – Acxiom® Corporation (Nasdaq: ACXM) today reported full-year and fourth-quarter financial results for fiscal 2007 ended March 31, 2007, and also announced a new organizational alignment designed to increase focus on the company's three core areas of business. The reported results, excluding unusual charges, met the Company's expectations and consensus analysts' estimates of $.20 earnings per share for the quarter.

Full 2007 fiscal-year results include revenue of $1.4 billion, income from operations of $158.8 million and diluted earnings per share of $.84. These results include the impact in the fourth quarter of unusual charges that reduced diluted EPS for the fourth quarter and full fiscal year by $.12.

Fourth-quarter results include revenue of $357.3 million, income from operations of $29.3 million, diluted earnings per share of $.08, operating cash flow of $76.5 million and free cash flow available to equity of $15.4 million.

Acxiom will hold a conference call at 6:45 p.m. CDT today to discuss this information further. Interested parties are invited to listen to the call, which will be broadcast via the Internet at www.acxiom.com.

Acxiom's new organizational structure reflects the unique characteristics within each area of the business and will facilitate the execution of operational strategies designed to maximize financial performance in each division. The re-segmentation took effect April 1, 2007, the first day of the company's fiscal year 2008.

"This change is all about bringing focus and dedicated management to each key area of our business," Acxiom chairman and chief executive Charles D. Morgan said. "We believe this structure more closely aligns with our overall mission and therefore will lead to greater returns for our shareholders."

Acxiom is composed of, and will report financial results by, three divisions under a single company umbrella. Those divisions, chief executives, and business characteristics include:

- **Acxiom Services Division – Lee Hodges, chief executive**: The division develops, sells and delivers industry-tailored solutions globally through the integration of products, services and consulting. The primary target market is the Fortune 1000 and other large global firms. This division is responsible for Acxiom's marketing database solutions, customer data integration (CDI) offerings, e-mail and internet search marketing services, consulting and professional services, and the Business Information Grid (BIG) non-hosted solutions that will be offered in fiscal 2008, utilizing a client-intimate engagement model characterized by long-term client relationships.

- **Acxiom Information Products Division – Alex Dietz, chief executive**: The division develops and sells all data and risk mitigation products, including InfoBase®, Personicx® and InsightIdentify in the U.S. as well as all Acxiom European Data Products. It focuses on product development, product lifecycle management, data content management and innovation. Its primary go-to-market channels are the Acxiom Services Division for Fortune 1000 clients, a direct sales force for the mid-tier and the broker and reseller market.
- **Acxiom Infrastructure Management Division – Marty Sunde, chief executive**: The division is fully responsible for developing and delivering Information Technology products and services that improve a company's ability to manage its information technology deliver platform at lower costs and higher efficiencies. Such offerings include traditional IT outsourcing and transformational solutions such as the Acxiom data factory. The division primarily focuses on supporting an entire infrastructure for high growth, emerging companies, or specific components of larger enterprise IT organizations. Operational excellence and efficient asset and capital management practices characterize this division.

"At this point in Acxiom's evolution, re-segmenting our company into three autonomous but very tightly connected divisions creates a business that can be more effectively and efficiently managed," Morgan said. "We'll be able to make better-targeted investment and operational decisions in each area, and the added transparency into our financial performance will provide more clarity – internally and externally."

Acxiom also announced that it has hired Chris Wolf to become the company's Chief Financial Officer. Wolf will begin working at Acxiom in a few weeks and will transition into the CFO role over the next few months. Wolf most recently has served as a senior advisor at Boulder Specialty Brands and previously was executive vice president and CFO at Catalina Marketing Corporation.

Acxiom's fiscal 2007 highlights include:

- Revenue of $1.40 billion, up 4.7 percent from $1.33 billion a year ago, an increase of $63 million in annual revenue.
- Income from operations of $158.8 million, an increase of 21.1 percent compared to $131.1 million in fiscal 2006.
- Diluted earnings per share of $.84, up 18 percent from $.71 the year before.
- Fiscal year results include the impact of pretax charges of $9.7 million and income tax expense of $3.8 million related to closing Acxiom's business in Spain, cost of severance and retirement of debt in the U.S. and additional research tax credit reserves that reduced diluted EPS for the full fiscal year by $.12.
- Operating cash flow of $260.0 million and free cash flow available to equity of $55.2 million.

- The acquisition of Equitec, a business with strong marketing and merchandizing optimization expertise in the retail industry, based in Cleveland, Ohio.
- The acquisition of Harbinger Technologies Group, a McLean, Va.-based international consulting and technology firm that develops software tools and training programs for personnel involved in homeland defense, national security and the prevention of international terrorism.
- The acquisition of Kefta, the leading company for real-time, dynamic personalization solutions for the Internet, based in San Francisco.

Acxiom's fourth-quarter highlights include**:**

- Revenue of $357.3 million, a 4 percent increase over $344.3 million in the fourth quarter of fiscal 2006.
- Income from operations of $29.3 million, a 34 percent decrease from $44.6 million the year before.
- Diluted earnings per share of $.08, down 69 percent from $.26 in the same period a year ago.
- The quarter results include the impact of pretax charges of $9.7 million and income tax expense of $3.8 million related to closing Acxiom's business in Spain, cost of severance and retirement of debt in the U.S. and additional research tax credit reserves that reduced diluted EPS for the fourth quarter by $.12.
- Operating cash flow of $76.5 million and free cash flow available to equity of $15.4 million. Free cash flow available to equity is a non-GAAP financial measure, and a reconciliation to the comparable GAAP measure, operating cash flow, is attached to this press release.

Fiscal 2007 Recognition

In fiscal 2007, Acxiom:

- Was named as one of the top 30 providers of financial services in the "FinTech 100" listing of the top technology providers as complied by *American Banker* and the research firm Financial Insights.
- Saw its Acxiom Digital business ranked No. 17 by *Advertising Age* magazine on its list of top 50 interactive agencies based on annual U.S. revenues.
- Was included on *Forbes* magazine's "Platinum 400" list of the best large publicly traded companies in America.

Outlook

Acxiom's Board of Directors has approved a business plan for fiscal 2008 of $1.02 in earnings per share. The Company continues to focus on its initiatives to improve performance and is in the process of restructuring into the three new divisions previously explained.

About Acxiom

Acxiom Corporation (Nasdaq: ACXM) integrates data, services and technology to create and deliver customer and information management solutions for many of the largest, most respected companies in the world. The core components of Acxiom's innovative solutions are Customer Data Integration (CDI) technology, data, database services, IT outsourcing, consulting and analytics, and privacy leadership. Founded in 1969, Acxiom is headquartered in Little Rock, Arkansas, with locations throughout the United States and Europe, and in Australia, China and Canada.

For more information, visit www.acxiom.com.

This release and today's conference call contain forward-looking statements that are subject to certain risks and uncertainties that could cause actual results to differ materially. Such statements may include but are not necessarily limited to the following: that we expect that our emphasis on revenue growth will lead to increased rates of revenue growth, that we expect that continued focus on expense controls will lead to continued improvement in operating margins, that the projected revenue, operating margin, return on assets and return on invested capital, operating cash flow and free cash flow, borrowings, dividends and other metrics will be within the estimated ranges; that the estimations of revenue, earnings, cash flow, growth rates, restructuring charges and expense reductions will be within the estimated ranges; and that the business pipeline and our anticipated cost structure will allow us to continue to meet or exceed revenue, cash flow and other projections. The following are important factors, among others, that could cause actual results to differ materially from these forward-looking statements: The possibility that certain contracts may not be closed, or may not be closed within the anticipated time frames; the possibility that clients may attempt to reduce the amount of business they do with the Company; the possibility that in the event that a change of control of the Company was sought that certain of the clients of the Company would invoke certain provisions in their contracts resulting in a decline in the revenue and profit of the Company; the possibility that certain contracts may not generate the anticipated revenue or profitability; the possibility that negative changes in economic or other conditions might lead to a reduction in demand for our products and services; the possibility of an economic slowdown or that economic conditions in general will not be as expected; the possibility that the historical seasonality of our business may change; the possibility that significant customers may experience extreme, severe economic difficulty; the possibility that the integration of acquired businesses may not be as successful as planned; the possibility that the fair value of certain of our assets may not be equal to the carrying value of those assets now or in future time periods; the possibility that sales cycles may lengthen; the possibility that we may not be able to attract and retain qualified technical and leadership associates, or that we may lose key associates to other organizations; the possibility that we won't be able to properly motivate our sales force or other associates; the possibility that we won't be able to achieve cost reductions and avoid unanticipated costs; the possibility that we won't be able to continue to receive credit upon satisfactory terms and conditions; the possibility that competent, competitive products, technologies or services will be introduced into the marketplace by other companies; the possibility that we may be subjected to pricing pressure due to market conditions and/or competitive products and services; the possibility that there will be changes in consumer or business information industries and markets that negatively impact the Company; the possibility that changes in accounting pronouncements may occur and may impact these projections; the possibility that we won't be able to protect proprietary information and technology or to obtain necessary licenses on commercially reasonable terms; the possibility that we may encounter difficulties when entering new markets or industries; the possibility that there will be changes in the legislative, accounting, regulatory and consumer environments affecting our business, including but not limited to litigation, legislation, regulations and customs relating to our ability to collect, manage, aggregate and use data; the possibility that data suppliers might withdraw data from us, leading to our inability to provide certain products and services; the possibility that we may enter into short-term contracts which would affect the predictability of our revenues; the possibility that the amount of ad hoc, volume-based and project work will not be as expected; the possibility that we may experience a loss of data center capacity or interruption of telecommunication links or power sources; the possibility that we may experience failures or breaches of our network and data security systems, leading to potential adverse publicity, negative customer reaction, or liability to third parties; the possibility that postal rates may increase, thereby leading to reduced volumes of business; the possibility that our clients may cancel or modify their agreements with us; the possibility that we will not successfully complete customer

contract requirements on time or meet the service levels specified in the contracts, which may result in contract penalties or lost revenue; the possibility that we experience processing errors which result in credits to customers, re-performance of services or payment of damages to customers; the possibility that the services of the United States Postal Service, their global counterparts and other delivery systems may be disrupted; and the possibility that we may be affected by other competitive factors.

With respect to the board-approved business plan, all of the above factors apply, along with the following which were assumptions made in creating the board-approved business plan: that the U.S. and global economies will continue to improve at a moderate pace; that global growth will continue to be strong and that globalization trends will continue to grow at an increasing pace; that Acxiom's computer, communications and other equipment expenses will continue to fall as a percentage of revenue; that the Customer Information Infrastructure (CII) grid-based environment will continue to be implemented successfully over the next 3-4 years and that the new CII infrastructure will continue to provide increasing operational efficiencies; that the acquisitions of companies operating primarily outside of the United States will be successfully integrated and that significant efficiencies will be realized from this integration; relating to operating cash flow and free cash flow, that sufficient operating and capital lease arrangements will continue to be available to the Company to provide for the financing of most of its computer equipment and that software suppliers will continue to provide financing arrangements for most of the software purchases; relating to revolving credit line balance, that free cash flow will meet expectations and that the Company will use free cash flow to pay down bank debt, buy back stock and fund dividends; relating to annual dividends, that the board of directors will continue to approve quarterly dividends and will vote to increase dividends over time; relating to diluted shares, that the Company will meet its cash flow expectations and that potential dilution created through the issuance of equity instruments will be mitigated by continued stock repurchases in accordance with the Company's stock repurchase program. With respect to the provision of products or services outside our primary base of operations in the United States, all of the above factors apply, along with the difficulty of doing business in numerous sovereign jurisdictions due to differences in scale, competition, culture, laws and regulations.

Other factors are detailed from time to time in our periodic reports and registration statements filed with the United States Securities and Exchange Commission. We believe that we have the product and technology offerings, facilities, associates and competitive and financial resources for continued business success, but future revenues, costs, margins and profits are all influenced by a number of factors, including those discussed above, all of which are inherently difficult to forecast.

We undertake no obligation to update the information contained in this press release or any other forward-looking statement.

Acxiom, InfoBase and Personicx are registered trademarks of Acxiom Corporation.

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ACXIOM CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)
(Dollars in thousands, except earnings per share)

	For the Three Months Ended March 31,			
	2007	2006	$ Variance	% Variance
Revenue:				
Services	267,314	257,591	9,723	3.8%
Data	89,957	86,752	3,205	3.7%
Total revenue	357,271	344,343	12,928	3.8%
Operating costs and expenses:				
Cost of revenue				
Services	209,830	196,428	13,402	6.8%
Data	52,991	52,142	849	1.6%
Total cost of revenue	262,821	248,570	14,251	5.7%
Services gross margin	21.5%	23.7%		
Data gross margin	41.1%	39.9%		
Total gross margin	26.4%	27.8%		
Selling, general and administrative	56,031	51,642	4,389	8.5%
Gains, losses and other items, net	9,122	(456)	9,578	0.0%
Total operating costs and expenses	327,974	299,756	28,218	9.4%
Income from operations	29,297	44,587	(15,290)	(34.3%)
Other income (expense):				
Interest expense	(15,002)	(7,531)	(7,471)	99.2%
Other, net	1,444	135	1,309	969.6%
Total other income (expense)	(13,558)	(7,396)	(6,162)	83.3%

Earnings before income taxes	15,739	37,191	(21,452)	(57.7%)
Income taxes	9,468	14,132	(4,664)	(33.0%)
Net earnings	6,271	23,059	(16,788)	(72.8%)
Earnings per share:				
Basic	0.08	0.27	(0.19)	(70.4%)
Diluted	0.08	0.26	(0.18)	(69.2%)

ACXIOM CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)
(Dollars in thousands, except earnings per share)

	For the Twelve Months Ended March 31,			
	2007	2006	$ Variance	% Variance
Revenue:				
Services	1,061,103	1,012,549	48,554	4.8%
Data	334,033	320,019	14,014	4.4%
Total revenue	1,395,136	1,332,568	62,568	4.7%
Operating costs and expenses:				
Cost of revenue				
Services	806,991	772,162	34,829	4.5%
Data	206,629	201,950	4,679	2.3%
Total cost of revenue	1,013,620	974,112	39,508	4.1%
Services gross margin	23.9%	23.7%		
Data gross margin	38.1%	36.9%		
Total gross margin	27.3%	26.9%		
Selling, general and administrative	213,849	217,869	(4,020)	(1.8%)
Gains, losses and other items, net	8,897	9,504	(607)	0.0%
Total operating costs and expenses	1,236,366	1,201,485	34,881	2.9%
Income from operations	158,770	131,083	27,687	21.1%
Other income (expense):				
Interest expense	(46,632)	(28,744)	(17,888)	62.2%
Other, net	5,933	2,005	3,928	195.9%
Total other income (expense)	(40,699)	(26,739)	(13,960)	52.2%
Earnings before income taxes	118,071	104,344	13,727	13.2%
Income taxes	47,331	40,216	7,115	17.7%
Net earnings	70,740	64,128	6,612	10.3%
Earnings per share:				
Basic	0.86	0.73	0.13	17.8%
Diluted	0.84	0.71	0.13	18.3%

ACXIOM CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)
(Dollars in thousands, except earnings per share)

	For the Three Months Ended			
	March 31, 2007	December 31, 2006	$ Variance	% Variance
Revenue:				
Services	267,314	265,798	1,516	0.6%
Data	89,957	87,043	2,914	3.3%
Total revenue	357,271	352,841	4,430	1.3%
Operating costs and expenses:				
Cost of revenue				
Services	209,830	199,704	10,126	5.1%
Data	52,991	53,004	(13)	(0.0%)
Total cost of revenue	262,821	252,708	10,113	4.0%
Services gross margin	21.5%	24.9%		
Data gross margin	41.1%	39.1%		
Total gross margin	26.4%	28.4%		
Selling, general and administrative	56,031	49,065	6,966	14.2%
Gains, losses and other items, net	9,122	(225)	9,347	0.0%
Total operating costs and expenses	327,974	301,548	26,426	8.8%
Income from operations	29,297	51,293	(21,996)	(42.9%)
Other income (expense):				
Interest expense	(15,002)	(14,911)	(91)	0.6%
Other, net	1,444	1,157	287	24.8%
Total other income (expense)	(13,558)	(13,754)	196	(1.4%)
Earnings before income taxes	15,739	37,539	(21,800)	(58.1%)
Income taxes	9,468	12,594	(3,126)	(24.8%)
Net earnings	6,271	24,945	(18,674)	(74.9%)
Earnings per share:				
Basic	0.08	0.32	(0.24)	(75.0%)
Diluted	0.08	0.31	(0.23)	(74.2%)

ACXIOM CORPORATION AND SUBSIDIARIES
CALCULATION OF EARNINGS PER SHARE
(Unaudited)
(In thousands, except earnings per share)

	For the Three Months Ended		
	March 31, 2007	March 31, 2006	December 31, 2006
Basic earnings per share:			
Numerator - net earnings	6,271	23,059	24,945
Denominator - weighted-average shares outstanding	78,385	86,981	77,717
Basic earnings per share	0.08	0.27	0.32
Diluted earnings per share:			
Numerator - net earnings			
Net earnings	6,271	23,059	24,945
Denominator:			
Weighted-average shares outstanding	78,385	86,981	77,717
Dilutive effect of common stock options, warrants and restricted stock	1,750	2,855	2,238
	80,135	89,836	79,955
Diluted earnings per share	0.08	0.26	0.31

ACXIOM CORPORATION AND SUBSIDIARIES
CALCULATION OF EARNINGS PER SHARE
(Unaudited)
(In thousands, except earnings per share)

	For the Twelve Months Ended March 31,	
	2007	2006
Basic earnings per share:		
Numerator - net earnings	70,740	64,128
Denominator - weighted-average shares outstanding	82,564	87,557
Basic earnings per share	0.86	0.73
Diluted earnings per share:		
Numerator - net earnings		
Net earnings	70,740	64,128
Denominator:		
Weighted-average shares outstanding	82,564	87,557
Dilutive effect of common stock options, warrants and restricted stock	2,115	2,732
	84,679	90,289
Diluted earnings per share	0.84	0.71

ACXIOM CORPORATION AND SUBSIDIARIES
RESULTS BY SEGMENT
(Unaudited)
(Dollars in thousands)

	For the Three Months Ended		
Revenue:	March 31, 2007	March 31, 2006	December 31, 2006
US services & data	305,778	295,795	298,978
International services & data	51,493	48,548	53,863
Total revenue	357,271	344,343	352,841
US supplemental information:			
Services & data excluding IT mgmt	217,474	206,853	211,312
IT management services	88,304	88,942	87,666
	305,778	295,795	298,978
International supplemental information:			
Services & data excluding IT mgmt	51,493	48,548	53,863
Income from operations:			
US services & data	32,771	40,712	46,832
International services & data	5,648	3,419	4,236
Corporate & other	(9,122)	456	225
Total income from operations	29,297	44,587	51,293
Margin:			
US services & data	10.7%	13.8%	15.7%
International services & data	11.0%	7.0%	7.9%
Total margin	8.2%	12.9%	14.5%

ACXIOM CORPORATION AND SUBSIDIARIES
RESULTS BY SEGMENT
(Unaudited)
(Dollars in thousands)

	For the Twelve Months Ended March 31,	
Revenue:	2007	2006
US services & data	1,196,379	1,147,641
International services & data	198,757	184,927
Total revenue	1,395,136	1,332,568
US supplemental information:		
Services & data excluding IT mgmt	841,476	796,506
IT management services	354,903	351,135
	1,196,379	1,147,641
International supplemental information:		
Services & data excluding IT mgmt	198,757	184,927
Income from operations:		
US services & data	155,643	135,840
International services & data	12,024	4,746
Corporate & other	(8,897)	(9,503)
Total income from operations	158,770	131,083
Margin:		
US services & data	13.0%	11.8%
International services & data	6.0%	2.6%
Total margin	11.4%	9.8%

ACXIOM CORPORATION AND SUBSIDIARIES
DATA REVENUE AND COST OF DATA SUPPLEMENTAL SCHEDULE
(Unaudited)
(Dollars in thousands)

	For the Three Months Ended						
	March 31, 2007	March 31, 2006	$ Variance	% Variance	December 31, 2006	$ Variance	% Variance
Data	69,596	65,876	3,720	5.6%	68,520	1,076	1.6%
Passthrough data	20,361	20,576	(215)	(1.0%)	18,523	1,838	9.9%
Total data revenue	89,957	86,452	3,505	4.1%	87,043	2,914	3.3%
Cost of data revenue:							
Data	32,630	31,566	1,064	3.4%	34,481	(1,851)	(5.4%)
Passthrough data	20,361	20,576	(215)	(1.0%)	18,523	1,838	9.9%
Total cost of data	52,991	52,142	849	1.6%	53,004	(13)	(0.0%)
Margin:							
Data	53.1%	52.1%			49.7%		
Passthrough data	0.0%	0.0%			0.0%		
Total data	41.1%	39.7%			39.1%		

ACXIOM CORPORATION AND SUBSIDIARIES
DATA REVENUE AND COST OF DATA SUPPLEMENTAL SCHEDULE
(Unaudited)
(Dollars in thousands)

	For the Twelve Months Ended March 31,			
	2007	2006	$ Variance	% Variance
Data	255,299	243,630	11,669	4.8%
Passthrough data	78,734	76,389	2,345	3.1%
Total data revenue	334,033	320,019	14,014	4.4%
Cost of data revenue:				
Data	127,895	125,561	2,334	1.9%
Passthrough data	78,734	76,389	2,345	3.1%
Total cost of data	206,629	201,950	4,679	2.3%
Margin:				
Data	49.9%	48.5%		
Passthrough data	0.0%	0.0%		
Total data	38.1%	36.9%		

ACXIOM CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATED BALANCE SHEETS

(Unaudited)

(Dollars in thousands)

	March 31, 2007	March 31, 2006	$ Variance	% Variance
Assets				
Current assets:				
Cash and cash equivalents	37,776	7,705	30,071	390.3%
Trade accounts receivable, net	285,850	261,624	24,226	9.3%
Refundable income taxes	7,657	-	7,657	100.0%
Deferred income taxes	22,341	24,587	(2,246)	(9.1%)
Other current assets	59,252	44,937	14,315	31.9%
Total current assets	412,876	338,853	74,023	21.8%
Property and equipment	733,175	662,948	70,227	10.6%
Less - accumulated depreciation and amortization	420,883	329,177	91,706	27.9%
Property and equipment, net	312,292	333,771	(21,479)	(6.4%)
Software, net of accumulated amortization	44,289	45,509	(1,220)	(2.7%)
Goodwill	522,046	472,401	49,645	10.5%
Purchased software licenses, net of accumulated amortization	151,326	155,518	(4,192)	(2.7%)
Unbilled and notes receivable, excluding current portions	16,742	19,139	(2,397)	(12.5%)
Deferred costs, net	137,684	112,817	24,867	22.0%
Data acquisition costs	35,398	40,828	(5,430)	(13.3%)
Other assets, net	23,251	21,662	1,589	7.3%
	1,655,904	1,540,498	115,406	7.5%
Liabilities and Stockholders' Equity				
Current liabilities:				
Current installments of long-term obligations	106,921	93,518	13,403	14.3%
Trade accounts payable	54,808	44,144	10,664	24.2%
Accrued payroll and related expenses	33,663	32,139	1,524	4.7%
Other accrued expenses	79,078	81,428	(2,350)	(2.9%)
Deferred revenue	113,318	123,916	(10,598)	(8.6%)
Income taxes	-	4,845	(4,845)	(100.0%)
Total current liabilities	387,788	379,990	7,798	2.1%
Long-term obligations:				
Long-term debt and capital leases, net of current installments	631,184	353,692	277,492	78.5%
Software and data licenses, net of current installments	17,695	22,723	(5,028)	(22.1%)

Total long-term obligations	648,879	376,415	272,464	72.4%
Deferred income taxes	97,926	77,916	20,010	25.7%
Commitments and contingencies				
Stockholders' equity:				
Common stock	11,145	10,946	199	1.8%
Additional paid-in capital	718,336	677,026	41,310	6.1%
Unearned stock-based compensation	-	(1,941)	1,941	(100.0%)
Retained earnings	462,844	410,278	52,566	12.8%
Accumulated other comprehensive income	17,526	2,205	15,321	694.8%
Treasury stock, at cost	(688,540)	(392,337)	(296,203)	75.5%
Total stockholders' equity	521,311	706,177	(184,866)	(26.2%)
	1,655,904	1,540,498	115,406	7.5%

ACXIOM CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)
(Dollars in thousands)

	For the Three Months Ended March 31,	
	2007	2006
Cash flows from operating activities:		
Net earnings	6,271	23,059
Non-cash operating activities:		
Depreciation and amortization	59,187	58,787
Loss (gain) on disposal or impairment of assets, net	(235)	(346)
Deferred income taxes	17,102	(2,403)
Tax benefit of stock options and warrants	-	19,097
Non-cash stock compensation expense	1,124	345
Changes in operating assets and liabilities:		
Accounts receivable	(14,372)	(7,324)
Other assets	(16,942)	(4,450)
Accounts payable and other liabilities	11,804	(9,043)
Deferred revenue	12,595	(3,564)
Net cash provided by operating activities	76,534	74,158
Cash flows from investing activities:		
Capitalized software	(8,000)	(5,217)
Capital expenditures	(8,230)	(493)
Deferral of costs	(17,092)	(15,956)
Payments received from investments	50	905
Net cash paid in acquisitions	(18,667)	(117)
Net cash used by investing activities	(51,939)	(20,878)
Cash flows from financing activities:		
Proceeds from debt	-	14,746
Payments of debt	(77,928)	(91,079)
Dividends paid	(4,703)	(4,338)
Sale of common stock	7,663	27,007
Acquisition of treasury stock	-	(1,905)
Tax benefit of stock options exercised	61	-
Net cash used by financing activities	(74,907)	(55,569)
Effect of exchange rate changes on cash	74	88
Net increase (decrease) in cash and cash equivalents	(50,238)	(2,201)
Cash and cash equivalents at beginning of period	88,014	9,906
Cash and cash equivalents at end of period	37,776	7,705
Supplemental cash flow information:		
Cash paid (received) during the period for:		
Interest	15,270	9,553
Income taxes	6,569	4,561
Payments on capital leases and installment payment arrangements	18,579	18,342
Payments on software and data license liabilities	5,746	5,459
Prepayment of debt	50,000	-
Other debt payments, excluding line of credit	3,603	3,796
Noncash investing and financing activities:		
Acquisition of property and equipment under capital lease and installment payment arrangements	14,474	14,884
Construction and other financing	213	3,572
Software licenses and maintenance acquired under software obligation	8,305	6,570
Note payable issued in acquisition	1,300	-

ACXIOM CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)
(Dollars in thousands)

	For the Twelve Months Ended March 31,	
	2007	2006
Cash flows from operating activities:		
Net earnings	70,740	64,128
Non-cash operating activities:		
Depreciation and amortization	229,566	231,137
Gain on disposal or impairment of assets, net	(1,718)	(1,797)
Deferred income taxes	16,127	9,998
Tax benefit of stock options and warrants	-	19,097
Non-cash stock compensation expense	3,823	1,313
Changes in operating assets and liabilities:		
Accounts receivable	(30,140)	(21,162)
Other assets	(19,101)	(26,197)
Accounts payable and other liabilities	3,960	(6,253)
Deferred revenue	(13,305)	5,569
Net cash provided by operating activities	259,952	275,833
Cash flows from investing activities:		
Disposition of operations	-	4,844
Sale of assets	-	5,123
Capitalized software	(27,443)	(21,903)
Capital expenditures	(14,225)	(6,848)
Cash collected from the sale and license of software	10,000	20,000
Deferral of costs	(66,687)	(70,454)
Payments received from investments	2,758	3,760
Net cash paid in acquisitions	(33,067)	(144,626)
Net cash used by investing activities	(128,664)	(210,104)
Cash flows from financing activities:		
Proceeds from debt	649,756	437,868
Payments of debt	(471,670)	(307,120)
Dividends paid	(18,174)	(17,406)
Sale of common stock	33,464	58,616
Acquisition of treasury stock	(299,301)	(233,770)
Tax benefit of stock options exercised	4,142	-
Net cash used by financing activities	(101,783)	(61,812)
Effect of exchange rate changes on cash	566	(397)
Net increase in cash and cash equivalents	30,071	3,520
Cash and cash equivalents at beginning of period	7,705	4,185
Cash and cash equivalents at end of period	37,776	7,705
Supplemental cash flow information:		
Cash paid (received) during the period for:		
Interest	46,645	27,958
Income taxes	37,596	4,185
Payments on capital leases and installment payment arrangements	76,135	72,232
Payments on software and data license liabilities	26,897	29,069
Prepayment of debt	50,000	-
Other debt payments, excluding line of credit	10,235	9,302
Noncash investing and financing activities:		
Issuance of options for acquisition	-	7,541
Acquisition of property and equipment under capital lease and installment payment arrangements	58,928	85,261
Construction and other financing	18,380	10,772
Software licenses and maintenance acquired under software obligation	23,571	14,950
Issuance of common stock for acquisition	3,610	-
Note payable issued in acquisition	1,300	-

ACXIOM CORPORATION AND SUBSIDIARIES
CALCULATION OF FREE CASH FLOW AVAILABLE TO EQUITY
AND RECONCILIATION TO OPERATING CASH FLOW
(Unaudited)
(Dollars in thousands)

	06/30/05	09/30/05	12/31/05	03/31/06	FY2006	06/30/06	09/30/06	12/31/06	03/31/07	YTD FY2007
Net cash provided by operating activities	61,476	44,785	95,414	74,158	275,833	56,350	64,409	62,659	76,534	259,952
Less:										
Tax benefit of stock options and warrants	-	-	-	(19,097)	(19,097)	-	-	-	-	-
Subtotal	61,476	44,785	95,414	55,061	256,736	56,350	64,409	62,659	76,534	259,952
Plus:										
Proceeds received from the disposition of operations	-	1,529	3,315	-	4,844	-	-	-	-	-
Proceeds received from the disposition of assets	-	3,613	1,510	-	5,123	-	-	-	-	-
Payments received from investments	721	41	2,093	905	3,760	783	1,925	-	50	2,758
Less:										
Capitalized software	(5,673)	(5,809)	(5,204)	(5,217)	(21,903)	(5,719)	(6,926)	(6,798)	(8,000)	(27,443)
Capital expenditures	(2,929)	(3,025)	(401)	(493)	(6,848)	(217)	(3,260)	(2,518)	(8,230)	(14,225)
Deferral of costs	(16,192)	(18,703)	(19,603)	(15,956)	(70,454)	(16,887)	(16,559)	(16,149)	(17,092)	(66,687)
Payments on capital leases and installment payment arrangements	(19,929)	(15,967)	(17,994)	(18,342)	(72,232)	(18,905)	(21,951)	(16,700)	(18,579)	(76,135)
Payments on software and data license liabilities	(10,938)	(5,328)	(7,344)	(5,459)	(29,069)	(7,847)	(7,304)	(6,000)	(5,746)	(26,897)
Other required debt payments	(1,357)	(2,434)	(1,715)	(3,796)	(9,302)	(1,711)	(1,804)	(3,117)	(3,603)	(10,235)
Subtotal	5,179	(1,298)	50,071	6,703	60,655	5,847	8,530	11,377	15,334	41,088
Plus:										
Tax benefit of stock options and warrants	-	-	-	19,097	19,097	1,079	1,765	1,237	61	4,142
Subtotal	5,179	(1,298)	50,071	25,800	79,752	6,926	10,295	12,614	15,395	45,230
Plus:										
Cash collected from sale of software	-	-	20,000	-	20,000	5,000	5,000	-	-	10,000
Total	5,179	(1,298)	70,071	25,800	99,752	11,926	15,295	12,614	15,395	55,230

ACXIOM CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)
(Dollars in thousands, except earnings per share)

											Q4 FY06 to Q4 FY07		FY06 to FY07	
	06/30/05	09/30/05	12/31/05	03/31/06	FY2006	06/30/06	09/30/06	12/31/06	03/31/07	FY2007	%	$	%	$
Revenue:														
Services	238,499	253,193	263,266	257,591	1,012,549	261,892	266,099	265,798	267,314	1,061,103	3.8%	9,723	4.8%	48,554
Data	71,772	77,330	84,165	86,752	320,019	74,813	82,220	87,043	89,957	334,033	3.7%	3,205	4.4%	14,014
Total revenue	310,271	330,523	347,431	344,343	1,332,568	336,705	348,319	352,841	357,271	1,395,136	3.8%	12,928	4.7%	62,568
Operating costs and expenses:														
Cost of revenue														
Services	194,349	191,883	189,502	196,428	772,162	196,073	201,384	199,704	209,830	806,991	6.8%	13,402	4.5%	34,829
Data	48,885	52,124	48,799	52,142	201,950	49,572	51,062	53,004	52,991	206,629	1.6%	849	2.3%	4,679
Total cost of revenue	243,234	244,007	238,301	248,570	974,112	245,645	252,446	252,708	262,821	1,013,620	5.7%	14,251	4.1%	39,508
Selling, general and administrative	53,700	54,902	57,625	51,642	217,869	54,745	54,008	49,065	56,031	213,849	8.5%	4,389	-1.8%	(4,020)
Gains, losses and other items, net	(1,637)	12,799	(1,202)	(456)	9,504	0	0	(225)	9,122	8,897	-2100.4%	9,578	-6.4%	(607)
Total operating costs and expenses	295,297	311,708	294,724	299,756	1,201,485	300,390	306,454	301,548	327,974	1,236,366	9.4%	28,218	2.9%	34,881
Income from operations	14,974	18,815	52,707	44,587	131,083	36,315	41,865	51,293	29,297	158,770	-34.3%	(15,290)	21.1%	27,687
% Margin	***4.8%***	***5.7%***	***15.2%***	***12.9%***	***9.8%***	***10.8%***	***12.0%***	***14.5%***	***8.2%***	***11.4%***				
Other income (expense)														
Interest expense	(5,162)	(7,416)	(8,635)	(7,531)	(28,744)	(7,769)	(8,950)	(14,911)	(15,002)	(46,632)	99.2%	(7,471)	62.2%	(17,888)
Other, net	891	1,050	(71)	135	2,005	647	2,685	1,157	1,444	5,933	969.6%	1,309	195.9%	3,928
Total other income (expense)	(4,271)	(6,366)	(8,706)	(7,396)	(26,739)	(7,122)	(6,265)	(13,754)	(13,558)	(40,699)	83.3%	(6,162)	52.2%	(13,960)
Earnings before income taxes	10,703	12,449	44,001	37,191	104,344	29,193	35,600	37,539	15,739	118,071	-57.7%	(21,452)	13.2%	13,727
Income taxes	4,064	5,300	16,720	14,132	40,216	11,385	13,884	12,594	9,468	47,331	-33.0%	(4,664)	17.7%	7,115
Net earnings	6,639	7,149	27,281	23,059	64,128	17,808	21,716	24,945	6,271	70,740	-72.8%	(16,788)	10.3%	6,612
Diluted earnings (loss) per share	0.07	0.08	0.31	0.26	0.71	0.20	0.25	0.31	0.08	0.84	-69.2%	(0.18)	18.3%	0.13

ACXIOM CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS - INTERNAL FORMAT
(Unaudited)
(Dollars in thousands, except earnings per share)

											Q4 FY06 to Q4 FY07		FY06 to FY07	
	06/30/05	09/30/05	12/31/05	03/31/06	FY2006	06/30/06	09/30/06	12/31/06	03/31/07	FY2007	%	$	%	$
Revenue	310,271	330,523	347,431	344,343	1,332,568	336,705	348,319	352,841	357,271	1,395,136	3.8%	12,928	4.7%	62,568
Operating costs and expenses:														
Salaries and benefits	126,264	127,325	129,888	132,579	516,056	135,917	139,557	139,724	154,801	569,999	16.8%	22,222	10.5%	53,943
Computer, communications and other equipment	77,647	76,250	73,614	71,730	299,241	73,119	72,685	71,132	73,409	290,345	2.3%	1,679	-3.0%	(8,896)
Data costs	41,831	44,752	42,021	44,593	173,197	43,372	44,196	43,761	42,569	173,898	-4.5%	(2,024)	0.4%	701
Other operating costs and expenses	51,192	50,582	50,403	51,310	203,487	47,982	50,016	47,156	48,071	193,225	-6.3%	(3,239)	-5.0%	(10,262)
Gains, losses and other items, net	(1,637)	12,799	(1,202)	(456)	9,504	-	-	(225)	9,122	8,897	-2100.4%	9,578	-6.4%	(607)
Total operating costs and expenses	295,297	311,708	294,724	299,756	1,201,485	300,390	306,454	301,548	327,972	1,236,364	9.4%	28,216	2.9%	34,879
Income (loss) from operations	14,974	18,815	52,707	44,587	131,083	36,315	41,865	51,293	29,299	158,772	-34.3%	(15,288)	21.1%	27,689
Operating Margin	***4.8%***	***5.7%***	***15.2%***	***12.9%***	***9.8%***	***10.8%***	***12.0%***	***14.5%***	***8.2%***	***11.4%***				
Other income (expense):														
Interest expense	(5,162)	(7,416)	(8,635)	(7,531)	(28,744)	(7,769)	(8,950)	(14,911)	(15,002)	(46,632)	99.2%	(7,471)	62.2%	(17,888)
Other, net	891	1,050	(71)	135	2,005	647	2,685	1,157	1,444	5,933	969.6%	1,309	195.9%	3,928
	(4,271)	(6,366)	(8,706)	(7,396)	(26,739)	(7,122)	(6,265)	(13,754)	(13,558)	(40,699)	83.3%	(6,162)	52.2%	(13,960)
Earnings (loss) before income taxes	10,703	12,449	44,001	37,191	104,344	29,193	35,600	37,539	15,741	118,073	-57.7%	(21,450)	13.2%	13,729
Income taxes	4,064	5,300	16,720	14,132	40,216	11,385	13,884	12,594	9,468	47,331	-33.0%	(4,664)	17.7%	7,115
Net earnings (loss)	6,639	7,149	27,281	23,059	64,128	17,808	21,716	24,945	6,273	70,742	-72.8%	(16,786)	10.3%	6,614
Diluted earnings (loss) per share	0.07	0.08	0.31	0.26	0.71	0.20	0.25	0.31	0.08	0.84	-69.2%	(0.18)	18.3%	0.13

ACXIOM CORPORATION AND SUBSIDIARIES
MARGIN ANALYSIS
(Unaudited)

	06/30/05	09/30/05	12/31/05	03/31/06	FY2006	06/30/06	09/30/06	12/31/06	03/31/07	FY2007	Q4 FY06 to Q4 FY07 %	Q4 FY06 to Q4 FY07 $	FY06 to FY07 %	FY06 to FY07 $
Gross profit	67,037	86,516	109,130	95,773	358,456	91,060	95,873	100,133	94,450	381,516	-1.4%	(1,323)	6.4%	23,060
Gross margin	21.6%	26.2%	31.4%	27.8%	26.9%	27.0%	27.5%	28.4%	26.4%	27.3%				
Operating margin	4.8%	5.7%	15.2%	12.9%	9.8%	10.8%	12.0%	14.5%	8.2%	11.4%				
Services gross profit	44,150	61,310	73,764	61,163	240,387	65,819	64,715	66,094	57,484	254,112	-6.0%	(3,679)	5.7%	13,725
Services gross margin	18.5%	24.2%	28.0%	23.7%	23.7%	25.1%	24.3%	24.9%	21.5%	23.9%				
Data gross profit	22,887	25,206	35,366	34,610	118,069	25,241	31,158	34,039	36,966	127,404	6.8%	2,356	7.9%	9,335
Data gross margin	31.9%	32.6%	42.0%	39.9%	36.9%	33.7%	37.9%	39.1%	41.1%	38.1%				

ACXIOM CORPORATION AND SUBSIDIARIES
EXPENSE TREND ANALYSIS
(Unaudited)

	06/30/05	09/30/05	12/31/05	03/31/06	FY2006	06/30/06	09/30/06	12/31/06	03/31/07	FY2007
Salaries and benefits % of revenue	40.7%	38.5%	37.4%	38.5%	38.7%	40.4%	40.1%	39.6%	43.3%	40.9%
Computer, communications and other equipment % of revenue	25.0%	23.1%	21.2%	20.8%	22.5%	21.7%	20.9%	20.2%	20.5%	20.8%
Data costs % of revenue	13.5%	13.5%	12.1%	13.0%	13.0%	12.9%	12.7%	12.4%	11.9%	12.5%
Other operating costs and expenses % of revenue	16.5%	15.3%	14.5%	14.9%	15.3%	14.3%	14.4%	13.4%	13.5%	13.8%
Total operating costs and expenses % of revenue	95.2%	94.3%	84.8%	87.1%	90.2%	89.2%	88.0%	85.5%	91.8%	88.6%
SG&A % of revenue	17.3%	16.6%	16.6%	15.0%	16.3%	16.3%	15.5%	13.9%	15.7%	15.3%

ACXIOM CORPORATION AND SUBSIDIARIES
RECONCILIATION OF NON GAAP MEASURES
(Unaudited)
(Dollars in thousands, except earnings per share)

	For the Three Months Ended March 31, 2007				
	GAAP Earnings	Unusual Charges (1)		Unusual Tax Adj (2)	Earnings on Operations Excluding Unusual
Earnings before income taxes	15,739	9,672		0	25,411
Income taxes	9,468	3,579	(3)	(3,755)	9,292
Net earnings	6,271	6,093		3,755	16,119
Diluted earnings per share	$0.078	$0.076		$0.047	$0.201
Tax rate	60%	37%			37%

(1) The unusual charges are $9.7 million in pretax charges, consisting of $6.6 million related to closing down Spain, $2.5 million in U.S. severance and $0.6 million in non cash write off of deferred cost associated with the $50 million pay down on the term loan.
(2) Unusual tax items net, primarily due to the non-deductibility of the majority of the Spain losses and the adjustment in the R&D tax credit reserve.
(3) Nominal tax rate of 37%.

	For the Twelve Months Ended March 31, 2007				
	GAAP Earnings	Unusual Charges (1)		Unusual Tax Adj (2)	Earnings on Operations Excluding Unusual
Earnings before income taxes	118,071	9,672		0	127,743
Income taxes	47,331	3,579	(3)	(3,755)	47,155
Net earnings	70,740	6,093		3,755	80,588
Diluted earnings per share	$0.835	$0.072		$0.044	$0.952
Tax rate	40%	37%			37%

(1) The unusual charges are $9.7 million in pretax charges, consisting of $6.6 million related to closing down Spain, $2.5 million in U.S. severance and $0.6 million in non cash write off of deferred cost associated with the $50 million pay down on the term loan.
(2) Unusual tax items net, primarily due to the non-deductibility of the majority of the Spain losses and the adjustment in the R&D tax credit reserve.
(3) Nominal tax rate of 37%.

ACXIOM CORPORATION AND SUBSIDIARIES
RECONCILIATION OF NON GAAP MEASURES
USING 37% NOMINAL TAX RATE
(Unaudited)
(Dollars in thousands, except earnings per share)

	For the Three Months Ended March 31, 2007				
	(A) GAAP Earnings	(B) GAAP Pretax at Nominal Tax Rate	(C) Unusual Charges (1)		(B) + (C) Earnings on Operations Excluding Unusual	
Earnings before income taxes	15,739	15,739	9,672		25,411	
Income taxes	9,468	5,823	3,579	(3)	9,402	
Net earnings	6,271	9,916	6,093		16,009	
Diluted earnings per share	$0.078	$0.124	$0.076		$0.200	(2)
Tax rate	60%	37%	37%		37%	

(1) The unusual charges are $9.7 million in pretax charges, consisting of $6.6 million related to closing down Spain, $2.5 million in U.S. severance and $0.6 million in non cash write off of deferred cost associated with the $50 million pay down on the term loan.
(2) Calculated using $16,009 in net income and 80,135,000 shares.
(3) Nominal tax rate of 37%.

	For the Twelve Months Ended March 31, 2007					
	(A) GAAP Earnings	(B) GAAP Pretax at Nominal Tax Rate	(C) Unusual Charges (1)		(B) + (C) Earnings on Operations Excluding Unusual	
Earnings before income taxes	118,071	118,071	9,672		127,743	
Income taxes	47,331	43,686	3,579	(3)	47,265	
Net earnings	70,740	74,385	6,093		80,478	
Diluted earnings per share	$0.835	$0.878	$0.072		$0.950	(2)
Tax rate	40%	37%	37%		37%	

(1) The unusual charges are $9.7 million in pretax charges, consisting of $6.6 million related to closing down Spain, $2.5 million in U.S. severance and $0.6 million in non cash write off of deferred cost associated with the $50 million pay down on the term loan.
(2) Calculated using $80,478 in net income and 84,649,000 shares.
(3) Nominal tax rate of 37%.

May 9, 2007

Christopher (Chris) Wolf
536 18th. Avenue N.E.
St. Petersburg, Fl. 33704

Dear Chris:

I am very happy to confirm Acxiom's offer of a full-time position in the role of Chief Financial Officer (CFO) reporting directly to me. Your primary place of employment will be Dallas, TX; however, you will be expected to travel to Little Rock and other Acxiom and/or client locations from time to time. It is currently anticipated that your starting date of employment will be May 23, 2007; however, if you see that this date needs to change, we can be flexible in that regard.

The specific components of your compensation package are outlined below:

1. Your base salary will be in the amount of $16,666.67 per pay period, which computes to $400,000.00 annually. Paychecks are issued on the fifteenth and the last working day of each month.

2. Your annual cash incentive opportunity will be 65% of your base pay. Incentive payments are calculated quarterly based on attainment of financial targets up to the target incentive. You must be employed on the date of payout to receive payment.

The following represents a breakdown of your compensation package:

	Dollars
Base Salary	$400,000.00
Cash Incentive Opportunity (at 100% attainment)	$260,000.00
Total Cash Compensation Opportunity (at 100% attainment)	$660,000.00

3. You will receive an Executive Security Agreement (ESA) and will be indemnified as outlined in the standard company Indemnity Agreement. Both will be effective on your starting date of employment. A draft copy of the ESA is attached for your review.

4. Subject to Acxiom Board of Directors approval, we are pleased to offer you 50,000 restricted stock units (RSUs) which will vest in equal increments over a four year period. These RSU's will not automatically vest in the event of any change of control that occurs within 24 months of your start date. If however there is a change of control within 24 months of your start date and your employment is terminated, except for cause, as a result of such change of control, the remaining unvested RSU's shall immediately vest. Any value realized by you from the vesting of such RSUs shall be excluded from the calculation of your average annual compensation amount for the purposes of the ESA

5. Also subject to Board approval, we are pleased to offer you 150,000 stock options, to be priced on the earlier of, the second day after the announcement of a “deal,” and/or the announcement of Acxiom FY07 earnings. These options will vest in equal increments over a four year period, and will not be accelerated in the event of a change of control.

6. You will be eligible to participate in Acxiom’s benefits programs. Our benefits offerings include health, life, vision, dental, 401(k), and stock purchase plan, among others.

7. In the event that you are terminated outside a change of control due to no “cause” of your own, you will receive payment equal to 12 months base pay and the equivalent of 24 months of COBRA coverage paid in a lump sum at the time of your termination less applicable taxes and withholdings. In addition, you will receive any earned bonuses for the fiscal year in which the termination takes place less applicable taxes and withholdings. For the purposes of this letter, the definition of “Cause” shall be identical to the definition outlined in paragraph 1(a) of the Executive Security Agreement.

8. As part of your leadership role you are not limited to a fixed number of vacation and personal paid days off. This provides you with the flexibility you need as you strive to achieve a productive balance between your personal time and business requirements. You should note, however, that because you do not accrue paid days off, upon your termination you will not receive any compensation for personal or vacation time.

9. Acxiom will assist you with your relocation from St.Petersburg to Dallas, TX per Acxiom’s relocation guidelines (see attached Relocation Summary, Attachment A), and in accordance with the attached Agreement to Pay Relocation (Attachment B). Total reimbursement by Acxiom will not occur until the Attachment B has been executed and returned to Acxiom.

10. Other than as stated in paragraph 3 above, in the event of termination, treatment of all other equity compensation will be governed by the standard Acxiom policies and procedures in effect at the time of termination.

Chris, I am really looking forward to your being a part of the Acxiom team. Please feel free to contact me at 501-342-1302 if you have any questions.

Sincerely,

Charles D. Morgan
Acxiom Corporation

Enclosure: Benefits Summary
Leadership Relocation Guidelines
Agreement to Pay Relocation

cc: Jeff Standridge (LIT0104)
Tim McKenna (CWY0303-4)
Wendy Shirar (CWY0303-12)
Debbie Britton (CWY0303-01)
Judy Tipton (CWY0303-06)

NOTES: We assume that your employment with Acxiom would not cause you to violate any contract or agreement that you have with any current or prior employer. If these assumptions are incorrect, please notify Acxiom immediately. Your employment with Acxiom is not intended to and should not induce or require you to rely on, use, or disclose any confidential information or trade secrets of any current or prior employer. If you do not believe this to be accurate, you must also notify Acxiom immediately.

This letter is not intended to be and should not be considered an employment agreement or a guarantee of future compensation of any amount.

Attachment A

Relocation at a Glance
Chris Wolf
May 7, 2007

Acxiom Corporation is willing to pay the relocation benefits described in this guideline because it is our hope that the new position we are offering you will be beneficial to you and to us. If, however, you terminate your employment with Acxiom Corporation within twenty-four (24) months following your employment at the new location, you agree to reimburse Acxiom Corporation for the amount of any and all relocation benefits provided to you under the terms of this guideline.

Pre-Move

- All relocation requests must be approved by your leader or organizational development representative for your organization before a commitment is made to relocate an associate.
- One 5 day house hunting trip or two 3 day house hunting trips for up to 2 persons. Reimbursement to include hotel, rental car, and meals reasonable and customary for the area.

Move

- Temporary living at the new location for up to 6 months. This includes payment of utilities and basic phone service.
- Reimbursement of airfare expenses for the associate up to two return trips to the old location to visit immediate family. This assumes that the associate's immediate family is not able to move immediately.
- Transportation of immediate family to new location. Air travel reimbursement will be limited to coach class for the associate, spouse or domestic partner, and each legal dependent if the one-way distance exceeds 350 miles.
- Transportation of household goods and one vehicle to new location coordinated by the relocation partner.
- Mileage reimbursement at current Business and Travel Expense Guideline level for movement of owned automobiles to new location.
- Reimbursement for in route meals, lodging, and mileage.
- Reimbursement for storage of household goods for up to 30 days.
- Payment of reasonable closing costs associated with the sale of the current residence. Insurance, taxes, interest, etc. are not reimbursable.

Post-Move

- Payment of reasonable and customary expenses associated with the purchase of the new home up to 2% of the mortgage value.
- Payment of reasonable and customary closing expenses associated with the sale of your home.
- Reimbursement of reasonable and customary realtor fees associated with the sale of your home.

- § Incidental allowance of $1,000.00 to cover car registration, driver license, deposits, etc.

- § Tax gross-up to account for impact of additional tax expense because of relocation. Additional income will not be considered at the time of the tax calculation.

Attachment B

AGREEMENT TO PAY RELOCATION EXPENSES

This Agreement ("Agreement") is entered into this 8th day of May 2007, by and between Acxiom Corporation ("Acxiom"), 301 E. Dave Ward Drive, Conway, Arkansas 72032 and Chris Wolf, 536 – 18th Avenue NE, St. Petersburg, Florida, 33704

1. Acxiom agrees to pay Associate's relocation expenses relating to Associate's relocation from St. Petersburg, FL to Little Rock, AR.

2. Acxiom agrees to pay Associate’s relocation expenses in accordance with the Relocation Guidelines which are incorporated herein by reference.

3. In the event Associate voluntarily terminates his or her employment within 24 months of Associate’s starting date, or fails to report to work as agreed, Associate shall reimburse Acxiom for such relocation expenses as follows:

Time of Voluntary Termination	% of Relocation Expenses to be Reimbursed by Associate to Acxiom
0 – up to 6 months	100%
6 – up to 12 months	75%
12 – up to 18 months	50%
18 – up to 24 months	25%

4. Associate agrees that any money he/she owes Acxiom pursuant to this Agreement must be paid to Acxiom at the above address in full prior to or upon termination of employment. Associate agrees that Acxiom has the right to withhold from final paychecks, including but not limited to compensation for incentives, expense reimbursements, and Paid Days Off, if any, amounts sufficient to repay any remaining indebtedness to Acxiom pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first set forth above.

Acxiom Corporation

Associate Signature	By
Christopher W. Wolf Print or Type Name	Title

EXECUTIVE SECURITY AGREEMENT

This Executive Security Agreement is made and entered into effective as of the ___ day of ______, 2007 (“Effective Date”), by and between Christopher W. Wolf (“Executive”), an individual, and Acxiom Corporation, a Delaware corporation having its principal place of business at 1 Information Way, Little Rock, Arkansas 72202, and its successors and assigns (“Company”).

WHEREAS, Executive is a senior leader or key executive of the Company and has made and is expected to continue to make significant contributions to the short and long term success of the Company;

WHEREAS, the Company considers the establishment and maintenance of a sound and vital management to be essential to protecting and enhancing the best interests of the Company and its shareholders;

WHEREAS, the Company recognizes that, as is the case for most publicly held companies, the possibility of a Change of Control (as defined herein) exists, and that possibility, together with the uncertainty and questions that it may raise among management, may result in the departure or distraction of the Company’s leadership to the detriment of the Company and its shareholders;

WHEREAS, the Board of Directors of the Company has determined that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of certain members of the Company's leadership to their assigned duties without distraction in the face of potentially disturbing circumstances arising from the possibility of a Change of Control of the Company;

WHEREAS, the Company desires to assure itself and its stockholders of both the present and future continuity of its management and desires to establish certain minimum severance benefits for its officers and other key executives, including Executive, applicable in the event of a Change in Control; and

WHEREAS, the Company desires to provide additional inducement for Executive to continue to remain in the employ of the Company.

NOW, THEREFORE, the Company and Executive agree as follows:

1. Defined Terms. For purposes of this Agreement, the following terms shall have the meanings indicated below:

(a) “Cause.” Termination by the Company of Executive’s employment for "Cause" means termination upon (i) Executive’s willful and continued failure to substantially perform his or her duties with the Company (other than any failure resulting from Executive’s incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to Executive by the Company Leader or other person filling the role of Chief Executive Officer of the Company (or if Executive is the Company Leader, then by the Chairman of the Compensation Committee of the Board of Directors) that specifically identifies the manner in which the Company believes that Executive has not substantially performed his or her duties; or (ii) Executive's willfully engaging in misconduct that is materially injurious to the Company, monetarily or otherwise. For purposes of this Section 1(a), no act, or failure to act, on Executive's part will be considered "willful" unless done, or omitted to be done, by Executive not in good faith and without reasonable belief that Executive's action or omission was in the best interest of the Company. Notwithstanding the above, Executive will not be deemed to have been terminated for Cause unless and until Executive has been given a copy of a Notice of Termination from the Company Leader or other person filling the role of Chief Executive Officer of the Company (or if Executive is the Company Leader, then by the Chairman of the Compensation Committee of the Board of Directors), after reasonable notice to Executive and an opportunity for Executive, together with Executive's counsel, to be heard before (x) the Company Leader or other person filling the role of Chief Executive Officer, or (y) if Executive is an elected officer of the Company, the Board of Directors of the Company, finding that in the good faith opinion of the Company Leader or other person filling the role of Chief Executive Officer, or, in the case of an elected officer, finding that in the good faith opinion of two-thirds of the Board of Directors, Executive committed the conduct set forth above in clauses (i) or (ii) of this Section 1(a), and specifying the particulars of that finding in detail.

(b) "Change of Control." A "Change of Control" shall mean the occurrence of any of the following events during the period in which this Agreement remains in effect:

(i) the acquisition by any person, entity or "group," within the meaning of Sections 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), other than the Company, any of its subsidiaries or other entities controlled by the Company, or any employee benefit plan maintained by the Company or by any of its subsidiaries or other entities controlled by the Company, of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of (A) 20% or more, but less than 50%, of the total voting power represented by the then outstanding Voting Securities (as defined below), unless prior thereto, the Incumbent Board (as defined below) approves the transaction that results in the person becoming the beneficial owner of 20% or more, but less than 50%, of the outstanding Voting Securities of the Company, or (B) 50% or more of the total voting power represented by the then outstanding Voting Securities, regardless of whether the transaction or event by which the foregoing 50% level is exceeded is approved by the Incumbent Board; or

(ii) the Company files a report with the Securities and Exchange Commission disclosing in response to a Current Report on Form 8-K or Schedule 14A (or successor form, report or schedule) that a change in control (as defined by such forms, reports or schedules) has occurred; or

(iii) individuals who, as of the date hereof, constitute the Board of Directors of the Company (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board of Directors of the Company, provided (a) that any person becoming a member of the Board of Directors of the Company subsequent to the date hereof whose election (or nomination for election by the Company’s stockholders) was approved by a vote of at least a majority of the members then comprising the Incumbent Board shall be, for purposes of this Agreement, considered as though such person were a member of the Incumbent Board, or (b) that any member of the Board of Directors of the Company who is nominated in any definitive proxy statement furnished to stockholders of the Company in connection with the solicitation of proxies on behalf of the Board of Directors of the Company shall be, for purposes of this Agreement, considered as a member of the Incumbent Board; provided however, that any individual who has been elected a member of the Company’s Board of Directors in opposition to a solicitation of proxies by or on behalf of the members of the Incumbent Board, or a committee thereof, shall not be deemed a member of the Incumbent Board; or

(iv) the Company is merged, combined, consolidated or reorganized with or into another corporation or other legal person (“Acquiring Person”), or the Company sells or otherwise transfers all or substantially all of its assets to an Acquiring Person, and, as a result of such merger, combination, consolidation or reorganization or sale or transfer of assets, less than a majority of the combined voting power of the then outstanding securities of the Acquiring Person are held in the aggregate by holders of Voting Securities (as that term is defined) immediately prior to such transaction; or

(v) the Company is dissolved or liquidated.

(c) “Disability.” “Disability” shall mean that at the time Executive’s employment is terminated he or she shall have been unable to perform the duties of his or her position for a period of at least six (6) consecutive months as the result of total and permanent incapability due to physical or mental illness or injury.

(d) “Good Reason.” Termination for "Good Reason" means termination by Executive of his or her employment based on:

(i) The assignment to Executive of duties inconsistent with his or her position and status with the Company as they existed immediately prior to a Change of Control, or a substantial change in title, offices or authority, or in the nature of Executive’s responsibilities, as they existed immediately prior to a Change of Control, except in connection with the termination of Executive’s employment for Cause or Disability or as a result of Executive’s death or by Executive other than for Good Reason; or

(ii) A reduction by the Company in Executive’s base salary as in effect immediately prior to the Change of Control; or

(iii) The Company's requiring Executive to be based more than forty-five (45) miles from the location where he or she is based immediately prior to a Change of Control, except for required travel on the Company's business to an extent substantially consistent with Executive’s business travel obligations prior to the Change in Control, or if Executive consents to that relocation, the failure by the Company to pay (or reimburse Executive for) all reasonable moving expenses incurred by Executive or to indemnify Executive against any loss realized in the sale of Executive’s principal residence in connection with that relocation; or

(iv) The failure by the Company to continue the Company's incentive compensation plan(s), as they may be modified from time to time, substantially in the form in effect immediately prior to a Change of Control (the "Plans"), or a failure by the Company to continue Executive as a participant in the Plans on at least the same basis of his or her participation immediately prior to a Change of Control or to pay Executive the amounts that he or she would be entitled to receive in accordance with the Plans; or

(v) The failure by the Company to continue in effect any retirement or compensation plan, performance share plan, stock option plan, life insurance plan, health and accident plan, disability plan or another benefit plan in which Executive is participating immediately prior to a Change of Control (or provide plans providing Executive with substantially similar benefits), the taking of any action by the Company that would adversely affect Executive’s participation or materially reduce his or her benefits under any of those plans or deprive him or her of any material fringe benefit enjoyed immediately prior to a Change of Control, or the failure by the Company to provide Executive with the number of paid days off to which Executive is then entitled in accordance with the Company's normal leave practices in effect immediately prior to a Change of Control; or

(vi) The failure by the Company to obtain the assumption of the Company’s obligations under this Agreement by any successor, as contemplated in Section 7.

(e) “Voting Securities.” “Voting Securities” shall mean all outstanding classes of voting capital stock of the Company entitled to vote generally in the election of directors of the Company.

2. Term. Subject to the provisions of Sections 3 and 4 hereof, this Agreement shall expire upon Executive’s seventieth (70th) birthday.

3. Payments following Change of Control and Termination of Employment. In the event a Change of Control of the Company occurs during the term of this

Agreement, and if at any time Executive's employment with the Company is terminated by the Company or the Acquiring Person, or if Executive resigns for Good Reason within three years after such Change of Control, the Company shall, within ten calendar days of the date of any such termination of employment ("Termination Date"), make a single, lump sum cash severance payment to Executive equal to: (i) if the Termination Date occurs within one year of the Change of Control, 2.99 times Executive's annualized includible compensation for the base period consisting of the most recent five taxable years ending before the date on which the Change of Control occurs; (ii) if the Termination Date occurs between one and two years of the Change of Control, 2 times Executive's annualized includible compensation for the base period consisting of the most recent five taxable years ending before the date on which the Change of Control occurs; or (iii) if the Termination Date occurs between two and three years of the Change of Control, 1 times Executive's annualized includible compensation for the base period consisting of the most recent five taxable years ending before the date on which the Change of Control occurs. For purposes of this Section 3, the phrases "annualized includible compensation" and "base period," and any terms relating to such phrases shall have the meanings set forth in Section 280G of the Internal Revenue Code of 1986 (the "Code"), as amended, or any subsequent provision, and the Treasury regulations promulgated thereunder. In the event Executive has been employed with the Company for less than five taxable years prior to a Change of Control, the base period for calculating the payments called for in this Section 3 shall be determined in accordance with Section 280G of the Code and the Treasury regulations promulgated thereunder. Notwithstanding the foregoing, the Company shall have no obligation to make any payment to Executive under this Agreement if Executive's employment is terminated for Cause, due to Executive's death or Disability, or as a result of Executive's retirement or resignation other than for Good Reason.

4. Termination of Agreement. This Agreement and/or the employment of Executive hereunder may be unilaterally terminated by the Company, without incurring any obligation under Section 3 above, at any time for any reason whatsoever prior to the occurrence or pendency of a Change of Control. Notwithstanding the foregoing, any termination of this Agreement and/or the employment of Executive by the Company, and any resignation by Executive following the commencement of discussions with a third person that ultimately results in a Change of Control shall be deemed to be a termination of this Agreement and/or Executive's employment after a Change of Control for purposes of this Agreement, and any attempt by the Company to terminate this Agreement shall be rendered null and void.

5. Additional Payments by the Company. In the event that all or any portion of any payment or benefit paid to Executive under the terms of Section 3 or otherwise paid or payable or distributed to Executive in connection with, or arising out of, his or her employment with the Company or a Change of Control or effective control of the Company (collectively the "Payments") would be subject to the excise tax imposed by Section 4999 of the Code, or any successor provision, by reason of being considered an "excess parachute payment" as defined in Section 280G of the Code, or any successor provision, or to any similar tax imposed by state or local law, or any interest or penalties

with respect to such tax (such tax or taxes, together with any such interest and penalties, being collectively referred to as the “Excise Tax”), then Executive shall be entitled to receive from the Company an additional payment or payments (collectively, the “Gross-Up Payment”), such that the net amount retained by Executive, after deduction and/or payment of any Excise Tax on the Payments and the Gross-Up Payment and any federal, state and local income tax on the Gross-Up Payment, including penalties and interest, shall be equal to the Payments. The intent of the parties is that Executive shall receive no more or no less than what Executive would have received had the Payments not been subject to the Excise Tax.

All determinations required to be made under this Section 5, including whether an Excise Tax is payable by Executive and the amount of such Excise Tax, and whether a Gross-Up Payment is required to be paid by the Company to Executive and the amount of such Gross-Up Payment, if any, shall be made by the accounting firm that is the Company’s independent auditor as of the date immediately prior to the Change of Control, or such other nationally recognized accounting firm mutually agreeable to the Company and Executive (the “Accounting Firm”). The Accounting Firm shall submit its determination and detailed supporting calculations to both the Company and Executive within thirty (30) calendar days after the Termination Date of Executive’s service with the Company. If the Accounting Firm determines that any Excise Tax is payable by Executive, the Company shall pay the required Gross-Up Payment to Executive within five (5) business days after receipt of such determination and calculations with respect to any Payment to Executive. If the Accounting Firm determines that no Excise Tax is payable by Executive, it shall, at the same time as it makes such determination, furnish the Company and Executive an opinion that Executive has substantial authority not to report any Excise Tax on his or her federal, state or local income or other tax return. As a result of the uncertainty in the application of Section 4999 of the Code (or any successor provision thereto) and the possibility of similar uncertainty regarding applicable state or local tax laws at the time of any determination by the Accounting Firm hereunder, it is possible that Gross-Up Payments which will not have been made by the Company should in fact have been made (an “Underpayment”), consistent with the calculations required to be made hereunder. In the event that Executive thereafter is ever required to make a payment of any Excise Tax, Executive shall direct the Accounting Firm to determine the amount of the Underpayment that has occurred and to submit its determination and detailed supporting calculations to both the Company and Executive as promptly as possible. Any such Underpayment shall be promptly paid by the Company to, or for the benefit of, Executive within five (5) business days after receipt of such determination and calculations. The Company shall be solely responsible for paying any fees charged by the Accounting Firm for its services in connection herewith.

6. Costs of Enforcement. If the Company breaches this Agreement, or if within three (3) years following a Change of Control, (a) Executive’s employment is terminated by the Company other than for Cause or Disability, or (b) Executive terminates his or her employment for Good Reason, the Company will reimburse Executive for all legal, accounting and other fees and expenses reasonably incurred by him or her as a result of that termination (including all those fees and expenses, if any,

incurred in contesting or disputing the termination or in seeking to obtain or enforce any right or benefit provided by this Agreement).

7. Successor Liability and Non-Assignment.

(a) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of the Company, by agreement in form and substance satisfactory to Executive, expressly to assume and agree to perform this Agreement in the same manner and to the same extent the Company would be required to perform if no such succession had taken place. Failure of the Company to obtain that agreement prior to the effectiveness of any succession will be a breach of this Agreement and will entitle Executive to compensation from the Company in the same amount and on the same terms as he or she would be entitled under this Agreement if he or she terminated employment for Good Reason within three (3) years following a Change of Control, except that for purposes of implementing the foregoing, the date on which that succession becomes effective will be deemed the Termination Date. This Agreement will be binding upon and inure to the benefit of the Company and any successor acquiring, directly or indirectly, all or substantially all of the business assets of the Company whether by purchase, merger, consolidation, reorganization or otherwise, but this Agreement will not otherwise be assignable, transferable or delegable by the Company.

(b) This Agreement will inure to the benefit of and be enforceable by Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees and legatees.

(c) This Agreement is personal in nature and neither of the parties hereto shall, without the consent of the other, assign, transfer or delegate this Agreement or any rights or obligations hereunder except as expressly provided herein. Without limiting the generality or effect of the foregoing, Executive's right to receive payments hereunder will not be assignable, transferable or delegable, whether by pledge, creation of a security interest, or otherwise, other than by a transfer by Executive's will or by the laws of descent and distribution and, in the event of any attempted assignment or transfer contrary to this Section 7(c), the Company shall have no liability to pay any amount so attempted to be assigned, transferred or delegated.

8. Employment At Will. Notwithstanding anything to the contrary contained herein, Executive's employment with the Company is not for any specified term and may be terminated by Executive or by the Company at any time, for any reason, with or without cause, without liability except with respect to the payments provided hereunder or as required by law or any other contract or benefit plan.

9. Modification or Waiver. No amendment, modification or waiver of this Agreement shall be binding or effective for any purpose unless it is made in writing and signed by the party against whom enforcement of such amendment, modification or waiver is sought. No course of dealing between the parties to this Agreement shall be

deemed to affect or to modify, amend or discharge any provision or term of this Agreement. No delay on the part of the Company or Executive in the exercise of any of their respective rights or remedies shall operate as a waiver thereof, and no single or partial exercise by the Company or Executive of any such right or remedy shall preclude other or further exercise thereof. A waiver of right or remedy on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any other occasion.

10. Severability. Whenever possible each provision and term of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or term of this Agreement shall be held to be prohibited by or invalid under such applicable law, then such provision or term shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

11. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to this transaction, may be modified only by a written agreement signed by both parties, and supersedes any prior agreements and representations pertaining to the subject matter hereof. This Agreement is not intended, however, to supercede or modify any other existing written employment agreement between Executive and the Company.

12. Governing Law. Except as may otherwise be specifically provided in any related agreements referenced herein or explicitly required by law, this Agreement shall be governed by the laws of the State of Delaware.

13. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

14. Captions. The caption headings are used in this Agreement only as a matter of convenience and for reference, and the parties hereto agree that the caption headings do not define, limit, or describe the scope of this Agreement nor determine the intent of any provision.

15. Notices. Any notice given with respect to this Agreement shall be in writing and shall be given by personal delivery or by deposit in the United States Mail or FedEx, addressed to the respective addresses of the parties as set forth herein or at such other addresses as may be provided by any party to the other in writing in the manner herein stated, and, if to the Company, addressed to the attention of the Company's Secretary. All notices shall be effective only upon receipt by the addressee.

16. Good Faith. In all matters in connection herewith, the parties agree that each shall act in good faith in providing information to or dealing with another party hereunder, and in complying with the requirements of this Agreement and otherwise consummating the transactions herein contemplated.

17. Employment by a Related Entity. Either the Company or a subsidiary or other entity ultimately controlled by the Company may be Executive's legal employer. For purposes of this Agreement, any reference to Executive's termination of employment with the Company means termination of employment with the Company and all subsidiaries or other entities ultimately controlled by the Company, and does not include a transfer of employment between any of them. The actions referred to under the definition of "Good Reason" in Section 1(d) include the actions of the Company or Executive's employing entity, as applicable. The obligations created under this Agreement are obligations of the Company. A change in control of a subsidiary or other entity which employs Executive will not constitute a Change in Control for purposes of this Agreement unless there is also a contemporaneous Change in Control of the Company.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement effective as of the date first above written.

ACXIOM CORPORATION

____
Jerry C. Jones, Business Development/Legal Leader

Catherine L. Hughes, Secretary

EXECUTIVE

Christopher W. Wolf

Address:

____

(please print address)