

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-3
REGISTRATION STATEMENT
under
THE SECURITIES ACT OF 1933

ACXIOM(R) 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.)

1 Information Way
Little Rock, Arkansas 72202
(501) 342-1000
(Address, including zip code and telephone number, including area code, of registrant's principal executive offices)

Charles D. Morgan
Acxiom Corporation
1 Information Way
Little Rock, Arkansas 72202
(501) 342-1000
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

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Chicago, Illinois 60606-5096
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Approximate date of commencement of proposed sale to the public: As soon as practicable after this registration statement becomes effective.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box.

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered	Proposed maximum offering price per unit(1)	Proposed maximum aggregate offering price(1)	Amount of Registration Fee(2)
Common Stock (\$0.10 Par Value).....	2,390,076(3)	\$28.9375	\$69,162,842	\$19,228

- (1) Calculated pursuant to Rule 457(c) on the basis of the average of the high and low reported sales prices on the Nasdaq National Market System on June 17, 1999.
- (2) As set forth below, an additional 3,921,000 shares of the registrant's common stock are being carried forward to this registration statement pursuant to Rule 429. A filing fee of \$9,480 was previously paid in connection with the prior registration statements.
- (3) Includes 800,000 shares which the underwriters have the right to purchase to cover over-allotments.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

Pursuant to Rule 429, the prospectus filed as a part of this registration statement is being filed as a combined prospectus with respect to 3,921,000 shares of the registrant's common stock remaining unsold under Registration Statements 33-63431 and 333-08011.

+++++
 +The information in this prospectus is not complete and may be changed. We may +
 +not sell these securities until the registration statement filed with the +
 +Securities and Exchange Commission is effective. This prospectus is not an +
 +offer to sell these securities and it is not soliciting an offer to buy these +
 +securities in any state where the offer or sale is not permitted. +
 +++++
 PROSPECTUS (Subject to Completion)
 Issued June 21, 1999

5,511,076 Shares
 [LOGO]
 Acxiom(R) Corporation
 Common Stock

Acxiom(R) Corporation is selling 1,500,000 shares of Acxiom common stock and the selling stockholders, as described on page 27, are selling 4,011,076 shares of Acxiom common stock. Acxiom will not receive any proceeds from the sale of shares by the selling stockholders.

Our common stock is quoted on the Nasdaq Stock Market under the symbol "ACXM." On June 17, 1999, the closing sale price of our common stock was \$28 5/8 per share.

Investing in the Common Stock involves certain risks.
 See "Risk Factors" beginning on page 4.

	Per Share	Total
	-----	-----
Public Offering Price.....	\$	\$
Underwriting Discount.....	\$	\$
Proceeds to Acxiom.....	\$	\$
Proceeds to the Selling Stockholders.....	\$	\$

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

Acxiom has granted an option to the underwriters to purchase a maximum of 800,000 shares of common stock from Acxiom within 30 days following the date of this prospectus to cover over-allotments.

The underwriters are severally underwriting the shares of common stock being offered. The underwriters expect to deliver the shares to purchasers in New York, New York, on _____, 1999.

Joint Lead Managers

ABN AMRO Rothschild Merrill Lynch & Co. Salomon Smith Barney
 a division of ABN AMRO Incorporated

William Blair & Company PaineWebber Incorporated
 Robert W. Baird & Co. Stephens Inc.
 Incorporated

The date of this Prospectus is _____, 1999.

[Chart depicting Acxiom's key assets and market opportunities.]

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As used in this prospectus, references to "we," "our," "us" and "Acxiom" refer to Acxiom Corporation, its consolidated subsidiaries and its predecessors and not to the underwriters or to the selling stockholders. The term "common stock" means Acxiom's common stock, par value \$0.10 per share.

This prospectus contains forward-looking statements, primarily in the sections captioned "Prospectus Summary," "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Business." Forward-looking statements represent our judgment relating to, among other things, future results of operations, growth plans, sales, capital requirements and general industry and business conditions applicable to us. They are based on our current expectations. Our actual results could differ materially from the information contained in the forward-looking statements due to a number of factors, including the risks described below, changes in the economy or the industry in general, and other unanticipated events that may prevent us from competing successfully in existing or new markets, and hinder our ability to manage our growth effectively.

Our principal executive office is located at 1 Information Way, Little Rock, Arkansas 72202 and our telephone number is 501-342-1000. We maintain a World Wide Web site at www.acxiom.com. Information contained on our Web site does not constitute part of this prospectus.

Except as otherwise noted, all information in this prospectus has been restated to give effect to the May 1999 acquisition of Computer Graphics of Arizona, Inc. which has been accounted for as a pooling of interests and assumes no exercise of the underwriters' over-allotment option.

PROSPECTUS SUMMARY

This summary highlights information contained in other parts of this prospectus. It is not complete and may not contain all of the information that you should consider before deciding to invest in shares of our common stock. The other information is important, so you should read the entire prospectus carefully.

ACXIOM

We are a global leader in providing comprehensive information management solutions using customer, consumer and business data. Our products and services enable our clients to use information to improve business decision-making and effectively manage existing and prospective customer relationships. We believe that we offer our clients the most technologically advanced, accurate and timely solutions available. Our solutions are customized to the specific needs of our clients and the industries in which they operate.

We target organizations that view data as a strategic competitive advantage and an integral component of business decision-making. Historically, our client base has primarily been Fortune 1000 companies in the financial services, insurance, information services, publishing, retail and telecommunications industries. Current clients include AT&T, ADP, Advance Publications, Allstate, Bank of America, Citibank, General Electric, GTE, IBM, Prudential, Sears, Trans Union and Wal-Mart. More recently, our industry focus has expanded to include the pharmaceuticals/healthcare, e-commerce, Internet, utilities, automotive, technology, packaged goods and media/entertainment industries. Representative clients in these new industries include 3Com, DaimlerChrysler, Procter & Gamble, Searle, Bristol-Myers Squibb, Novell and Netscape.

Our primary development initiative over the past two years has been the Acxiom Data NetworkSM and its related linking technology. The Acxiom Data Network is a web-enabled technology that allows us to cost effectively provide our clients with real-time desktop access to actionable information over the Internet and via private networks. We expect that the ease of use and low cost delivery of the Acxiom Data Network will allow us to extend our scope of services in the existing markets we serve and expand our client base to include the middle market and small office/home office companies seeking customer relationship management solutions.

We have increased revenue from \$499 million in fiscal year 1997 to \$754 million in fiscal year 1999, representing a compound annual growth rate of 22.9%. Over the same time period our diluted earnings per share has increased from \$0.49 to \$0.78 (excluding special charges), representing a compound annual growth rate of 26.2%. Also during this time period, our operating profit margin (excluding special charges) has improved from 13.7% in 1997 to 15.6% in 1999. In fiscal year 1999, approximately 51% of total revenue was under long-term contracts with initial terms of three years or longer.

Information Services Industry

We believe the following trends and dynamics in the information services industry will provide us growth opportunities:

- . Increasing recognition of data as a competitive resource
- . Increasing amount of raw data to manage
- . Growth of the Internet and e-commerce
- . Evolution of one-to-one marketing
- . Growth in technology partnering

Competitive Strengths

We intend to reinforce our position as a leading provider of information management solutions by capitalizing on our competitive strengths which include:

- . Ability to build and manage large-scale databases
- . Accurate and comprehensive data content
- . Industry-leading customer relationship management technology: the Acxiom Data Network
- . Comprehensive information management services
- . Ability to attract and retain talent

Growth Strategy

Using our competitive strengths, we are pursuing the following strategic initiatives:

- . Leverage the Acxiom Data Network
- . Further penetrate existing and new client industries
- . Expand data content
- . Capture cross-selling opportunities
- . Pursue international opportunities
- . Seek acquisitions and alliances that complement or expand our business

THE OFFERING

The following information is based on 82,995,032 shares outstanding at June 7, 1999. This number excludes 13,317,762 shares of common stock issuable upon exercise of stock options outstanding on June 7, 1999 at a weighted average exercise price of \$13.54 per share and 2,451,296 shares of common stock reserved for future issuance under our stock option plans and employee stock purchase plan. This number also excludes 376,800 shares of common stock issuable upon exercise of warrants outstanding on June 7, 1999 at a weighted average exercise price of \$21.38 per share.

Common stock offered by Acxiom.....	1,500,000 shares
Common stock offered by selling stockholders.	4,011,076 shares
Common stock to be outstanding after the offering.....	84,495,032 shares
Use of proceeds.....	We will use the proceeds from our sale of shares to reduce the outstanding balance on our revolving credit facility. We will not receive any proceeds from the sale of shares by the selling stockholders.
Risk Factors.....	For a discussion of certain risks you should consider before investing in the shares, see "Risk Factors" on page 4.
Nasdaq Stock Market symbol.....	ACXM

SUMMARY SUPPLEMENTAL CONSOLIDATED FINANCIAL DATA

The following summary supplemental consolidated financial data gives retroactive effect to our acquisitions of Computer Graphics on May 28, 1999, and May & Speh on September 17, 1998, both of which were accounted for by the pooling-of-interests accounting method.

	Fiscal Years Ended March 31,		
	1999(/1/)	1998(/2/)	1997
	(in thousands, except per share data)		
Statement of Operations Data:			
Revenue.....	\$754,057	\$592,329	\$499,232
Operating costs and expenses.....	755,441	511,420	431,026
Income (loss) from operations.....	(1,384)	80,909	68,206
Net earnings (loss).....	(15,142)	47,155	38,944
Basic earnings (loss) per share.....	(0.19)	0.64	0.55
Diluted earnings (loss) per share.....	(0.19)	0.58	0.49
Weighted average shares outstanding.....	77,840	74,070	71,150
Weighted average shares outstanding, including common share equivalents.....	77,840	82,780	79,936
Operating and Other Data(/3/):			
Income from operations.....	\$117,363	\$ 85,609	\$ 68,206
Income from operations as a percentage of revenues.....	15.6%	14.5%	13.7%
Basic earnings per share.....	\$ 0.86	\$ 0.68	\$ 0.55
Diluted earnings per share.....	0.78	0.61	0.49
Cash provided from operating activities.....	88,796	70,188	44,156
Percentage of revenue under long-term contracts..	51%	53%	51%

March 31, 1999

As
Actual Adjusted(/4/)

Balance Sheet Data:

Cash and marketable securities.....	\$ 12,604
Current assets.....	301,999
Working capital.....	134,084
Total assets.....	889,800
Long-term debt, including current installments.....	348,578
Total stockholders' equity.....	357,773

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- (1) For the fiscal year ended March 31, 1999, operating expenses include special charges of \$118.7 million related to merger and integration charges associated with the May & Speh merger and the write-down of other impaired assets.
 - (2) For the fiscal year ended March 31, 1998, operating expenses include special charges of \$4.7 million related to May & Speh severance costs.
 - (3) Excludes special charges of \$4.7 million for fiscal year ended March 31, 1998, and \$118.7 million for fiscal year ended March 31, 1999.
 - (4) Gives effect to the common stock to be offered by Acxiom in this offering and the application of the estimated net proceeds as described under "Use of Proceeds."

RISK FACTORS

You should carefully consider the risks described below before deciding to invest in our common stock. These risks could materially and adversely affect our business, financial condition and results of future operations. If that were to happen, the trading price of our common stock could decline, and you could lose all or part of your investment.

The risks described below are not the only ones we face. Our business operations could also be impaired by additional risks and uncertainties that are not presently known to us, or that we currently consider immaterial.

Legislation relating to consumer privacy may affect our ability to collect and use data

There could be a material adverse impact on our direct marketing and data sales business due to the enactment of legislation or industry regulations arising from public concern over consumer privacy issues. Restrictions could be placed upon the collection and use of information that is currently legally available, in which case our cost of collecting some kinds of data might be increased materially. It is also possible that we could be prohibited from collecting or disseminating certain types of data, which could in turn materially adversely affect our ability to meet our clients' requirements.

Data suppliers might withdraw data from us, leading to our inability to provide products and services

We could suffer a material adverse effect if owners of the data we use were to withdraw the data from us. Data providers could withdraw their data from us if there is a competitive reason to do so or if legislation is passed restricting the use of the data. If a substantial number of data providers were to withdraw their data, our ability to provide products and services to our clients could be materially adversely impacted which could result in decreased revenues, net income and earnings per share.

Failure to attract and retain qualified technical personnel could adversely affect our business

Competition for qualified technical and other personnel is intense, and we periodically are required to pay premium wages to attract and retain personnel. There can be no assurance that we will be able to continue to hire and retain sufficient qualified management, technical, sales and other personnel necessary to conduct our operations successfully, particularly if the planned growth of our business occurs.

Short-term contracts affect predictability of our revenues

While approximately 51% of our total revenue is currently derived from long-term client contracts (defined as contracts with initial terms of three years or longer), the remainder is not. With respect to that portion of our business which is not under long-term contract, revenues are less predictable, and we must consequently engage in continual sales efforts to maintain revenue stability and future growth.

We must continue to improve and gain market acceptance of our technology to remain competitive and grow

Maintaining technological competitiveness in our data products, processing functionality, software systems and services is key to our continued success. Our ability to continually improve our current processes and to develop and introduce new products and services, such as the Acxiom Data Network, is essential in order to maintain our competitive position and meet the increasingly sophisticated requirements of our clients. If we fail to do so, we could lose clients to current or future competitors which could result in decreased revenues, net income and earnings per share. In addition, failure to gain market acceptance of our new products and services, including the Acxiom Data Network, could adversely affect our growth.

Year 2000 problems could affect our ability to deliver products and services

Many computer systems and instruments were designed to only recognize the last two digits of the calendar year. With the arrival of the Year 2000, these systems may encounter operating problems due to their

inability to correctly distinguish years after 1999. We believe that with modifications to existing software and conversions to new software the Year 2000 issue can be mitigated. However, the systems of vendors on whom we rely may not be converted in a timely fashion or a vendor or customer may fail to convert its systems to be Year 2000-ready which could materially adversely impact our ability to deliver products and services to our clients.

Loss of data center capacity or interruption of telecommunication links could adversely affect our business

Our ability to protect our data centers against damage from fire, power loss, telecommunications failure or other disasters is critical to our future. The on-line services we provide are dependent on links to telecommunication providers. We believe we have taken reasonable precautions to protect our data centers and telecommunication links from events that could interrupt our operations. Any damage to our data centers or any failure of our telecommunication links that causes interruptions in our operations could materially adversely affect our ability to meet our clients' requirements, which could result in decreased revenues, net income and earnings per share.

The failure to favorably negotiate or effectively integrate acquisitions could adversely affect our business

Our growth strategy currently includes growth through acquisitions. While we believe we have been successful in implementing this strategy during the past three years, there is no certainty that future acquisitions will be consummated on acceptable terms or that any acquired assets, data or businesses will be successfully integrated into our operations. Our failure to identify appropriate acquisition candidates, to negotiate favorable terms for future acquisitions, or to integrate them in our operations could result in decreased revenues, net income and earnings per share.

Postal rate increases could lead to reduced volume of business

The direct marketing industry has been negatively impacted from time to time during past years by postal rate increases. Any future increases will, in our opinion, force direct mailers to mail fewer pieces and to target their prospects more carefully. This sort of response by direct mailers could affect us by decreasing the amount of processing services purchased from us, which could result in lower revenues, net income and earnings per share.

RECENT DEVELOPMENTS

On May 28, 1999, Acxiom acquired Computer Graphics of Arizona, Inc. and all of its affiliated companies in a stock-for-stock merger. The acquired companies provide computer-based information management services with a focus on direct marketing as well as other related data-based products. The transaction was accounted for as a pooling of interests. The supplemental consolidated financial statements included in this prospectus are restated to give effect to this transaction.

USE OF PROCEEDS

We estimate that the net proceeds from the sale of the 1,500,000 shares of common stock that we are selling in this offering will be approximately \$ million (\$ million if the underwriters exercise in full their over-allotment option). Our estimate is based on an assumed public offering price of \$. per share and reflects the deduction of the estimated underwriters' discount and offering expenses. We will not receive any proceeds from the sale of shares by the selling stockholders.

We expect to use the net proceeds to reduce the outstanding balance on our revolving credit facility of which approximately \$139.9 million was outstanding as of June 17, 1999. The facility currently bears interest at the rate of approximately 6.0% per annum and expires on January 31, 2003. To the extent that the outstanding balance of this facility is reduced, that amount will be available for acquisitions, working capital and other general corporate purposes.

PRICE RANGE OF COMMON STOCK AND DIVIDENDS

The following table shows for the periods indicated the high and low closing sales prices of our common stock as reported on the Nasdaq Stock Market.

Fiscal Year Ended -----	High	Low
-----	-----	-----
March 31, 1997:		
First Quarter.....	\$17 5/8	\$12 3/8
Second Quarter.....	20 9/16	16 3/8
Third Quarter.....	24 5/8	18 3/4
Fourth Quarter.....	22 7/8	14 3/8
March 31, 1998:		
First Quarter.....	\$20 1/2	\$12 1/8
Second Quarter.....	21 1/8	17 5/16
Third Quarter.....	19 1/4	15 1/8
Fourth Quarter.....	25 5/8	17
March 31, 1999:		
First Quarter.....	\$25 5/8	\$20 1/8
Second Quarter.....	28 1/8	20
Third Quarter.....	31	16 5/8
Fourth Quarter.....	29 5/8	21 15/16
March 31, 2000:		
First Quarter (through June 17, 1999).....	\$29 3/8	\$23

The common stock is listed on the Nasdaq Stock Market under the symbol "ACXM." The closing sales price of our common stock on June 17, 1999 was \$28 5/8 per share.

We have never paid cash dividends on our common stock. We presently intend to retain earnings to provide funds for our business operations and expansion. Thus, we do not anticipate paying cash dividends in the foreseeable future.

CAPITALIZATION

The following table sets forth our consolidated capitalization at March 31, 1999 on a supplemental basis giving effect to our acquisition of Computer Graphics and as adjusted to reflect the sale of 1,500,000 shares of common stock offered by us in this offering and the application of the estimated net proceeds as described under "Use of Proceeds." This table should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our Supplemental Consolidated Financial Statements and related notes included elsewhere in this prospectus.

	March 31, 1999

	Supplemental As Adjusted

	(in thousands)
Long-term debt, including current installments..	\$348,578
Stockholders' equity:	
Common stock, \$0.10 par value per share, 200,000,000 shares authorized; 81,064,416 shares issued and 82,564,416 shares issued, as adjusted.....	8,106
Additional paid-in capital.....	186,011
Retained earnings.....	167,013
Accumulated other comprehensive income (loss).	(324)
Treasury stock, at cost; 732,271 shares.....	(3,033)

Total stockholders' equity.....	357,773

Total capitalization.....	\$706,351
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SELECTED SUPPLEMENTAL CONSOLIDATED FINANCIAL DATA

The following selected supplemental consolidated financial data gives retroactive effect to our acquisitions of Computer Graphics on May 28, 1999, and May & Speh on September 17, 1998, both of which were accounted for by the pooling-of-interests accounting method. This data should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations," our Supplemental Consolidated Financial Statements and related notes and other financial information included elsewhere or incorporated by reference in this prospectus. This data is derived from our audited supplemental consolidated financial statements.

	Fiscal Years Ended March 31,		
	1999	1998	1997
(in thousands, except per share data)			
Statement of Operations Data:			
Revenue.....	\$754,057	\$592,329	\$499,232
Operating costs and expenses:			
Salaries and benefits.....	283,659	219,339	178,684
Computer, communications and other equipment...	111,876	87,529	77,631
Data costs.....	111,395	93,382	80,758
Other operating costs and expenses.....	129,764	106,470	93,953
Special charges(/1/)... ..	118,747	4,700	--
Total operating costs and expenses.....	755,441	511,420	431,026
Income (loss) from operations.....	(1,384)	80,909	68,206
Other income (expense)			
Interest expense.....	(17,393)	(10,091)	(5,840)
Other, net.....	6,478	4,402	183
Earnings (loss) before income taxes.....	(12,299)	75,220	62,549
Income taxes.....	2,843	28,065	23,605
Net earnings (loss).....	\$(15,142)	\$ 47,155	\$ 38,944
Basic earnings (loss) per share.....	\$ (0.19)	\$ 0.64	\$ 0.55
Weighted average shares outstanding.....	77,840	74,070	71,150
Diluted earnings (loss) per share.....	\$ (0.19)	\$ 0.58	\$ 0.49
Weighted average shares outstanding, including common share equivalents.....	77,840	82,780	79,936
Operating and Other Data(/2/):			
Income from operations.....	\$117,363	\$ 85,609	\$ 68,206
Income from operations as a percentage of revenue.....	15.6%	14.5%	13.7%
Basic earnings per share.....	\$ 0.86	\$ 0.68	\$ 0.55
Diluted earnings per share.....	0.78	0.61	0.49
Cash provided from operating activities.....	88,796	70,188	44,156
Percentage of revenue under long-term contracts..	51%	53%	51%
March 31,			
	1999	1998	1997
Balance Sheet Data:			
Cash and marketable securities.....	\$ 12,604	\$129,446	\$ 35,305
Current assets.....	301,999	294,704	150,805
Working capital.....	134,084	210,503	96,761
Total assets.....	889,800	681,634	419,788
Long-term debt, including current installments...	348,578	264,706	119,309
Total stockholders' equity.....	357,773	308,225	237,606

(1) For the fiscal year ended March 31, 1998, includes special charges related to May & Speh severance costs. For the fiscal year ended March 31, 1999,

includes special charges related to merger and integration charges associated with the May & Speh merger and the write down of other impaired assets.

- (2) Excludes special charges of \$4.7 million for the fiscal year ended March 31, 1998, and \$118.7 million for the fiscal year ended March 31, 1999.

MANAGEMENT'S DISCUSSION AND ANALYSIS
OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

On May 26, 1998, we entered into a merger agreement with May & Speh, Inc. May & Speh, headquartered in Downers Grove, Illinois, provides computer-based information management services with a focus on direct marketing and information technology outsourcing services. The merger, which was completed September 17, 1998, has been accounted for as a pooling of interests. Accordingly, our consolidated financial statements have been restated as if the combining companies had been combined for all periods presented. See note 2 to the Supplemental Consolidated Financial Statements for a more detailed discussion of the merger transaction.

On May 28, 1999, Acxiom acquired Computer Graphics and all of its affiliated companies in a stock-for-stock merger. The acquired companies provide computer-based information management services with a focus on direct marketing as well as other related data-based products. The transaction was accounted for as a pooling of interests. The Supplemental Consolidated Financial Statements included elsewhere in this Prospectus have been restated to reflect this transaction. See note 2 to the Supplemental Consolidated Financial Statements for a more detailed discussion of the merger transactions.

Results of Operations

For the fiscal year ended March 31, 1999, we recorded the highest annual revenue, earnings, and earnings per share in our history, excluding the special charges discussed more fully below. Consolidated revenue was a record \$754.1 million in 1999, up 27% from 1998. For fiscal 1998, revenue growth was 19% over the previous year.

In 1999 and 1998 we had one major customer who accounted for more than 10% of revenue, and in 1997 we had two major customers who accounted for more than 10% of revenue. Allstate accounted for 10.9%, 12.6%, and 13.6% in 1999, 1998 and 1997, respectively, and Trans Union accounted for 11.3% in 1997. The Trans Union data center management agreement and marketing services agreement both expire in 2005. The Allstate agreement has been extended and now expires in 2004. Revenues under long term contracts (defined as contracts having an initial term of three years or longer) were 51%, 53%, and 51% of consolidated revenues for 1999, 1998 and 1997, respectively.

The following table shows our revenue by business segment for each of the years in the three-year period ended March 31, 1999 and the percentage changes between years (dollars in millions):

	1999	1998	1997	1998 to 1999	1997 to 1998
	-----	-----	-----	-----	-----
Services.....	\$444.0	\$331.7	\$274.8	+34%	+21%
Data Products.....	186.7	155.2	135.4	+20	+15
Information Technology Management.....	164.5	128.4	109.5	+28	+17
Intercompany eliminations(1/)	(41.1)	(23.0)	(20.5)	+79	+12
	-----	-----	-----		
	\$754.1	\$592.3	\$499.2	+27	+19
	=====	=====	=====		

(1) Represents Data Products sold to the Services segment customers.

The Services segment, the Company's largest segment, provides data warehousing, database management, list processing and consulting services to large corporations in a number of industries. Revenue growth for this segment has been strong, with fiscal 1999 growing 34% over the previous year after a 21% increase in 1998. This performance has been fueled by a business trend to develop data warehouses to implement customer relationship management applications and one-to-one marketing initiatives for our clients.

The Data Products segment provides data content, primarily in support of our customers' direct marketing activities. Revenue growth for this segment in fiscal 1999 grew 20% over the previous year after a 15% increase in 1998. One of the channels for the Data Products segment is the customers of the Services segment. For internal reporting purposes, these revenues are included in both segments and then adjusted within the intercompany elimination. As evidenced by the intercompany eliminations in the previous table, revenues from customers of the Services segment grew strongly in 1999, increasing 79% over the prior year after a 12% increase in 1998.

The Information Technology Management segment reflects outsourcing services, primarily in the areas of data center, client/server and network management. Revenue growth for this segment in fiscal 1999 grew 28% over the previous year after a 17% increase in 1998. This segment is experiencing strong growth as a result of a trend towards business process outsourcing due to increased complexity and changes in technology. Growth in this segment was fueled by increases of 48% and 35% for May & Speh's outsourcing business in 1999 and 1998, respectively.

The following table presents operating expenses for each of the years in the three-year period ended March 31, 1999 and the percentage change between years (dollars in millions):

	1999	1998	1997	1998 to 1999	1997 to 1998
Salaries and benefits.....	\$283.7	\$219.3	\$178.7	+29%	+23%
Computer, communications and other equipment.....	111.9	87.5	77.6	+28	+13
Data costs.....	111.4	93.4	80.8	+19	+16
Other operating costs and expenses..	129.7	106.5	93.9	+22	+13
Special charges.....	118.7	4.7	--	NM	NM
	<u>\$755.4</u>	<u>\$511.4</u>	<u>\$431.0</u>	<u>+48</u>	<u>+19</u>

Salaries and benefits increased by 29% from 1998 to 1999 and by 23% from 1997 to 1998 principally due to increased headcount to support the growth of the business and merit increases, combined with increases in incentive compensation, new outsourcing business, and the impact of acquisitions during the year.

Computer, communications and other equipment costs increased 28% from 1998 to 1999, after rising 13% from 1997 to 1998. The increases in 1999 and 1998 reflect depreciation on capital expenditures and amortization of software cost expenditures made to accommodate business growth. In 1998, the percentage increase was lessened due to the Trans Union pass-through expenses recorded in 1997.

Data costs grew 19% in 1999 and 16% in 1998. These costs are a direct result of growth in the Data Products segment and increased data purchases under our contract with Allstate.

Other operating costs and expenses increased by 22% in 1999. Facilities costs increased \$5.5 million, primarily due to a new building in Downers Grove, Illinois. Outside services and temporary help costs increased \$8.7 million, primarily to support growth in new Information Technology Management outsourcing contracts. The remainder of the increase was in office supplies, travel and entertainment expenses, and advertising, offset by a decrease in cost of sales for client/server equipment of \$3.6 million. In total, the percentage increase in other operating costs and expenses was less than the percentage increase in revenue. Other operating costs and expenses increased 13% in 1998. The increase is primarily attributable to acquisitions, client/server sales noted above, an increase in bad debt expense, and volume-related increases, somewhat reduced by the impact of the sale of the Pro CD retail and direct marketing unit.

In the second and third quarters of fiscal 1999, we recorded special charges which totaled \$118.7 million. These charges were merger and integration expenses associated with the May & Speh merger and the write down of other impaired assets. The charges consisted of approximately \$10.7 million of transaction costs, \$8.1

million in associate-related reserves, \$48.5 million in contract termination costs, \$11.5 million for the write down of software, \$29.3 million for the write down of property and equipment, \$7.8 million for the write down of goodwill and other assets, and \$2.8 million in other accruals. See note 2 to the Supplemental Consolidated Financial Statements for further information about the special charges. In 1998, May & Speh recorded a \$4.7 million special charge, primarily for severance costs.

Total spending on capitalized software and research and development expense was \$36.3 million in 1999, compared to \$35.1 million in 1998 and \$23.7 million in 1997. Research and development expense was \$17.8 million, \$13.7 million, and \$13.0 million for 1999, 1998, and 1997, respectively.

Excluding the effect of the special charges on both years, income from operations would have been \$117.4 million in 1999, an increase of 37% over the income from operations of \$85.6 million in 1998. Income from operations in 1998 would have reflected an increase of 26% over 1997. The operating margin for 1999, 1998, and 1997 would have been 15.6%, 14.5%, and 13.7%, respectively. Operating margins for the Services and Information Technology Management segments are generally higher than that of the Data Products segment. For fiscal 1999, operating margins were 20.4%, 8.2%, and 21.2% for the Services, Data Products, and Information Technology Management segments, respectively.

Interest expense increased by \$7.3 million in 1999 and by \$4.3 million in 1998. The increase is due primarily to increased debt levels, including \$115 million of convertible debt issued by May & Speh in March, 1998, increases in our revolving credit agreement, and increases in enterprise software license liabilities.

Other, net is primarily composed of interest income on noncurrent receivables and invested cash of \$6.4 million in 1999, \$2.9 million in 1998 and \$1.6 million in 1997. Other, net for 1998 also includes \$0.9 million of gain on the disposal of the Pro CD retail and direct marketing business compared with a \$2.6 million charge in 1997 due to a write-off from the sale of a facility related to a previously disposed of unit.

Our effective tax rate, excluding the special charges, was 37.3%, 37.3%, and 37.7% for 1999, 1998, and 1997, respectively. In each year, the effective rate exceeded the U.S. statutory rate because of state income taxes, partially offset by research and experimentation tax credits. In 1999, the effect of the special charges increased the effective tax rate as certain of the special charges are not deductible for federal or state tax purposes.

The net loss was \$15.1 million in 1999 including the special charges noted above. Excluding the effect of the special charges, net earnings would have been \$66.8 million. Net earnings were \$47.2 million in 1998, or \$50.1 million excluding the special charges. Net earnings were \$38.9 million in 1997. Basic earnings per share, excluding the special charges, would have been \$0.86, \$0.68, and \$0.55 in 1999, 1998, and 1997, respectively. Diluted earnings per share would have been \$0.78, \$0.61, and \$0.49, respectively.

Seasonal and Quarterly Comparisons

Our operations have not proven to be significantly seasonal, although our traditional direct marketing operations experience slightly higher revenues in our second and third quarters. This seasonal impact should decrease as we continue to move toward long-term strategic partnerships with more predictable revenues. The following table sets forth certain quarterly financial information for the quarters indicated.

	Three Months Ended							
	6/30/97	9/30/97	12/31/97	3/31/98	6/30/98	9/30/98	12/31/98	3/31/99
Statement of Operations								
Data(/1/):								
Revenue.....	\$129,390	\$141,739	\$152,892	\$168,308	\$164,512	\$180,030	\$193,910	\$215,605
Income from operations.	15,006	21,000	25,525	24,078	20,321	26,665	35,333	35,044
Net earnings.....	8,265	12,575	15,035	14,241	11,737	15,473	19,944	19,631
Percentage of								
Revenue(/1/):								
Income from operations.	11.6%	14.8%	16.7%	14.3%	12.4%	14.8%	18.2%	16.3%
Net earnings.....	6.4	8.9	9.8	8.5	7.1	8.6	10.3	9.1

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(1) Excludes special charges for the fiscal year ended March 31, 1998 related to May & Speh severance costs and for the fiscal year ended March 31, 1999 related to merger and integration charges associated with the May & Speh merger and the write down of other impaired assets.

Capital Resources and Liquidity

Working capital at March 31, 1999 totaled \$134.1 million compared to \$210.5 million a year previously. At March 31, 1999, we had available credit lines of \$126.5 million, of which \$55.4 million was outstanding. Our debt-to-capital ratio (capital defined as long-term debt plus stockholders' equity) was 48% at March 31, 1999, compared to 45% at March 31, 1998. Included in long-term debt are two convertible debt facilities totaling \$140 million, of which \$25.0 million was converted to equity in April 1999. Assuming both of these facilities will convert to equity, our debt-to-capital ratio would be reduced to 27% as of March 31, 1999. Total stockholders' equity increased to \$357.8 million at March 31, 1999, from \$308.2 million at March 31, 1998.

In May 1999, we arranged a \$25.0 million increase in our current revolving credit facility. This temporary increase will expire on July 31, 1999. As of June 17, 1999, \$139.9 million was outstanding compared to \$55.4 million at March 31, 1999. The increase in the amount outstanding under our revolving credit facility was the result of acquisition payments, capital expenditures and working capital needs. We intend to use the net proceeds of this offering to pay down a portion of the outstanding balance of this facility.

Cash provided by operating activities was \$60.4 million for 1999 compared to \$65.5 million in 1998 and \$44.2 million in 1997. Excluding the impact of special charges, cash provided by operating activities was \$88.8 million, \$70.2 million and \$44.2 million in 1999, 1998 and 1997, respectively. Earnings before interest, taxes, depreciation, and amortization ("EBITDA"), again excluding the impact of the special charges, increased by 34% in 1999 after also increasing 34% in 1998. The operating cash flow was reduced by \$124.1 million in 1999, \$55.7 million in 1998, and \$50.8 million in 1997 due to the net change in operating assets and liabilities. The change primarily reflects higher current and noncurrent receivables, partially offset by higher accounts payable and accrued liabilities resulting from the growth of our business. EBITDA is not intended to represent operating cash flow, is not presented as an alternative to operating income as an indicator of operating performance, may not be comparable to other similarly titled measures of other companies, and should not be considered in isolation or as a substitute for measures of performance prepared in accordance with generally accepted accounting principles. However, EBITDA is a relevant measure of our operations and cash flows and is used internally as a surrogate measure of cash provided by operating activities.

Investing activities used \$190.3 million in 1999, \$86.8 million in 1998, and \$108.3 million in 1997. Investing activities in 1999 included \$127.9 million in capital expenditures, compared to \$68.1 million in 1998 and \$65.3 million in 1997. The increase in capital expenditures was principally due to purchases of data center equipment to support our outsourcing agreements, as well as the purchase of additional data center equipment in our core data centers. Approximately one-half of the capital expenditures in 1999 were related to customer-specific projects or contractual customer requirements. We occupied a new building in Downers Grove, Illinois in fiscal 1999 and two new buildings in Little Rock, Arkansas in the first quarter of fiscal 2000.

Investing activities during 1999 also include \$18.5 million in capitalized software development costs, compared to \$21.4 million in 1998 and \$10.7 million in 1997. The capitalized costs in 1998 included \$8.1 million capitalized by May & Speh on a project that was completed during 1998. Excluding the decrease related to this project at May & Speh, capitalized software development costs increased \$5.2 million from 1998 to 1999, primarily due to capitalized software costs related to the Acxiom Data Network. The remainder of the capitalized software costs includes software tools and databases developed for customers in all three segments of our business. Investing activities also reflect cash paid for acquisitions of \$46.0 million in 1999, \$19.8 million in 1998, and \$16.2 million in 1997. These outflows were partially offset in 1998 by \$15.3 million received from the sale of assets, including \$13.0 million from the sale of the retail and direct marketing assets of Pro CD. Notes 2 and 15 to our Supplemental Consolidated Financial Statements discuss the acquisitions and dispositions in more detail. Investing activities also reflect the investment of \$10.4 million in 1999 and \$6.1 million in 1998 in joint ventures. These investments include approximately \$4.0 million invested in each of 1999 and 1998 in Bigfoot International, Inc., an emerging company that provides services and tools for Internet e-mail users, and \$3.2 million invested in fiscal 1999 in Ceres Integrated Solutions, LLC, a provider of software and analytical services to large retailers. Investing activities also include purchases and sales of

marketable securities. These securities were purchased by May & Speh prior to the merger. As of March 31, 1999, we no longer held any marketable securities.

Financing activities in 1999 provided \$24.9 million of cash, including sales of stock through our stock option and employee stock purchase plans and the exercise of a warrant by Trans Union for the purchase of 4.0 million shares. This warrant was issued to Trans Union in 1992 in conjunction with our data center management agreement with Trans Union. Financing activities in 1998 provided \$127.4 million of cash, including the issuance of the \$115.0 million convertible debt by May & Speh in March 1998. Financing activities in 1997 included the issuance of \$30.0 million in senior notes and the issuance of \$43.0 million of common stock by May & Speh.

During fiscal 1999, construction was substantially completed on our new headquarters building and a new customer service facility in Little Rock, Arkansas. These two buildings were built pursuant to 50/50 joint ventures between us and local real estate investors and were occupied in the first quarter of fiscal 2000. We have also occupied a new building in Downers Grove, Illinois. During fiscal 2000, we expect to begin construction on a new customer service facility in Conway, Arkansas as well as another customer service facility in Little Rock, Arkansas. The Conway facility is expected to be completed in February 2000 and to cost approximately \$12.0 million. The Little Rock facility is expected to cost approximately \$28.0 million and construction is expected to last from August 1999 to July 2001. Financing plans for these two buildings are not yet complete, although the City of Little Rock has committed to issue revenue bonds for the Little Rock facility.

While we do not have any other material contractual commitments for capital expenditures, additional investments in facilities and computer equipment continue to be necessary to support the growth of our business. In addition, new outsourcing or facilities management contracts frequently require substantial up-front capital expenditures in order to acquire or replace existing assets. In some cases, we also sell software, hardware, and data to customers under extended payment terms or notes receivable collectible over one to eight years. These arrangements also require up-front expenditures of cash, which are repaid over the life of the agreement. We have also been, and will likely continue to be, actively pursuing acquisitions. As a result, we expect that it will be necessary to raise additional capital during the next fiscal year. We believe that capital could be raised by negotiating an increase in our current revolving credit agreement, by incurring other debt on either a secured or unsecured basis, or by the issuance of additional equity securities in either public or private offerings. We believe we have significant unused capacity to raise capital which could be used to support future growth.

BUSINESS

Overview

We are a global leader in providing comprehensive information management solutions using customer, consumer and business data. Our products and services enable our clients to use information to improve business decision-making and effectively manage existing and prospective customer relationships. We believe that we offer our clients the most technologically advanced, accurate and timely solutions available. Our solutions are customized to the specific needs of our clients and the industries in which they operate.

Information Services Industry

In today's technologically advanced and competitive business environment, companies are using vast amounts of customer, prospect and marketplace information to manage their businesses. As a result, an information services industry has evolved that provides a broad range of products and services. Within this industry, the services and products we provide include data warehousing, database management, real-time information delivery, customer relationship management, data content, and data center and network management. Our products and services enable our clients to use information to improve business decision-making and manage customer relationships. This information can be used to answer our clients' important business questions such as:

- . How do we service our customers?
- . What are the profiles of our existing customers?
- . What distribution channels should we use?
- . Who are our prospective customers?
- . Who are our most profitable customers?. What new products should we develop?
- . What do our customers want and when do they want it?
- . How should we price our products and services?

We believe the trends and dynamics that will provide us growth opportunities include the following:

Increasing recognition of data as a competitive resource. Since the 1970's, businesses have gathered and maintained increasing amounts of customer, product, financial, sales and marketing data in an electronic format in order to better manage their operations. Generally, businesses maintained this data in a number of discrete and often incompatible systems, and therefore, the data was not readily accessible. More recently, advances in information technology have allowed this data to be accessed and processed more cost effectively into useful strategic information and shared more efficiently within an organization. This has caused many companies to invest in managing and maintaining their own internal data and integrating their data with external data sources to improve business decision-making.

The growing importance of using data for business decision-making is illustrated by increased corporate expenditures allocated to building data warehouses, which are central repositories for data. International Data Corporation projects that the data warehouse market will grow from \$13.8 billion in 1998 to \$29.2 billion in 2002. Companies using data as a competitive resource traditionally consisted of Fortune 1000 companies in the financial services, insurance, publishing, information services and retail industries. This group is expanding to include companies in the telecommunications, pharmaceuticals/healthcare, e-commerce, Internet, utilities, packaged goods, automotive, technology and media/entertainment industries. Advances in technology and reductions in hardware and software costs have also helped expand the universe of users to include middle market and small office/home office companies across multiple industries.

Increasing amount of raw data to manage. The combination of demographic shifts and lifestyle changes, the proliferation of new products and services, and the evolution of multiple marketing channels have made the information management process increasingly complex. Marketing channels now include cable and satellite television, telemarketing, direct mail, direct response, in-store point-of-sale, on-line services and the Internet. The multiplicity of these marketing channels has created more data and compounded the complexity of managing the data. Advances in computer and software technology have also

unlocked vast amounts of customer data which historically was inaccessible, thereby further increasing the amount of existing data to

manage and analyze. Today, it is common for a business to keep several thousand to tens of thousands of characters of information about each customer. This compares to a few hundred characters of information kept ten years ago. As these data resources expand and become more complex, it also becomes increasingly difficult to maintain the quality and integrity of the data.

Growth of the Internet and e-commerce. The emergence of the Internet is dramatically changing how consumers and businesses are purchasing products and services. International Data Corporation estimates that transactions over the Internet will increase from approximately \$32 billion worldwide in 1998 to \$426 billion worldwide in 2002. As a result of this change, traditional marketing techniques are being challenged. Businesses are being forced to reengineer how they market to and interact with their customers. This paradigm shift is creating an entirely new set of marketing complexities and opportunities, which will require businesses to better understand and utilize customer and market data. Businesses are seeking access to highly sophisticated technology resources in order to manage this new data rich environment and to capitalize on the tremendous growth opportunities associated with this new medium.

Evolution of one-to-one marketing. Advances in information technology combined with the ever increasing amounts of raw data and the changing household and population profiles in the United States have spurred the transition from traditional mass media to targeted one-to-one marketing. One-to-one marketing enables the delivery of a customized message to a defined audience and the measurement of the response to that message. The Internet has rapidly emerged as an ideal one-to-one marketing channel. It allows marketing messages to be customized to specific consumers and allows marketers to make immediate modifications to their messages based on consumer behavior and response. The Internet can also accomplish these objectives far more cost effectively than existing marketing mediums.

Growth in technology partnering. Companies are increasingly looking outside of their own organizations for help in managing the complexities of their information needs. The reasons for doing so include:

- . allowing a company to focus on their fundamental business operations
- . avoiding the difficulty of hiring and retaining scarce technical personnel
- . benefiting from the cost efficiencies of outsourcing
- . avoiding the organizational and infrastructure costs of building in-house capability
- . benefiting more from the latest technologies

Competitive Strengths

We believe we possess the following competitive strengths which allow us to benefit from these industry trends and offer solutions to the information needs of our clients:

Ability to build and manage large-scale databases. We have extensive experience in developing and managing large-scale databases for some of the world's largest companies including: AT&T, Allstate, Citibank, General Electric, IBM, Procter & Gamble and Wal-Mart. Our state-of-the-art data centers, computing capacity and operating scale enable us to access and process vast amounts of raw data and cost effectively transform the data into useful information. We house over 50 terabytes of disk storage. A terabyte is approximately one trillion bytes, and is the scale often used when measuring computer storage.

Accurate and comprehensive data content. We believe that we have the most comprehensive and accurate collection of United States consumer, business, property and telephone data available from a single source. Our consumer database contains approximately 17 billion data elements, which we believe covers approximately 95% of all households in the United States. Our business database covers approximately 15 million United States businesses. Our real estate database, which includes most major United States metropolitan areas, covers approximately 70 million properties in 41 states. We believe we have the most comprehensive repository of accurate telephone number information for business and consumer telephone

numbers in the United States and Canada. We believe we process more mailing lists than any other company in the United States. Our clients use this data to manage existing customer relationships and to target prospective customers.

Industry-leading customer relationship management technology: the Acxiom Data Network. We believe the Acxiom Data Network is emerging as the leading e-business solution for companies seeking to better manage their customer relationships. Customer relationship management involves studying, identifying, acquiring and retaining customers. Knowledge delivered directly and immediately to a desktop or customer point of contact is critical to the customer relationship management process. Acxiom Data Network is a web-enabled solution that provides our clients with real-time desktop access to our data via the Internet and also allows them to integrate their existing databases together in ways that have previously been difficult or impossible. Our new linking technology, for which a patent is pending, is a data integration tool that permits up-to-the-minute updating of consumer and business information with our data, thereby creating a new level of data accuracy within the industry.

Comprehensive information management services. We offer our clients comprehensive and integrated information management solutions tailored to their specific needs. We believe our total solution approach is a competitive strength because it allows our clients to use a sole service provider for all of their information management needs.

[Graphic describing Acxiom's total solution approach]

We provide a complete solution that starts with consulting, integrates data content, applies data management technology and delivers customer relationship management applications to the desktop. Our open system client/server environment allows our clients to use a variety of tools, and provides the greatest flexibility in analyzing data relationships. This open system environment also optimizes our clients' requirements for volume, speed, scalability and functional performance.

Ability to attract and retain talent. We believe our progressive culture allows us to attract and retain top associates, especially those in technology fields where critical technical skills are scarce. Our culture is based on concepts such as leadership, associate development and continuous improvement. Our business culture focuses on customer satisfaction, associate satisfaction and profitability. In addition to our culture, our extensive geographic presence, with over 45 locations in the United States and Europe, including Atlanta, Chicago, London, New York, Phoenix and San Diego, has enhanced our ability to attract talented associates. We were recently ranked 19th on Fortune magazine's listing of the 100 best companies to work for in America.

Growth Strategy

Using our competitive strengths, we are pursuing a strategy that includes the following initiatives:

Leverage the Acxiom Data Network. Our primary development initiative over the past two years has been the Acxiom Data Network and its related linking technology. The Acxiom Data Network and its related linking technology are proprietary systems that enable us to provide our clients with what we believe to be the industry's most accurate customer, consumer and business information in a real-time manner over the Internet or via private network. The Acxiom Data Network can serve any size business enterprise that desires to manage existing and prospective customer relationships. Our technology to deliver this capability over the Internet was the first offered in the marketplace. Our goal is to establish this technology as the most widely accepted standard for managing and delivering customer, consumer and business data. We expect to market the Acxiom Data Network to Fortune 1000 clients through our existing sales organization. The middle and small office/home office markets will be targeted primarily through our channel partners, who include leading e-commerce and industry specialized software solution providers. We expect to generate revenues from the Acxiom Data Network in two primary ways:

- . Our clients can use the Acxiom Data Network as a cost effective channel for accessing our data products. The ease of use and low cost delivery of the Acxiom Data Network will allow us to extend our scope of services in our existing markets and expand our client base to include the large pool of middle market and small office/home office companies seeking customer relationship management solutions. The middle and the small office/home office markets have not historically been cost effective markets for us.
- . Our clients can also access the Acxiom Data Network and license our linking technology as a tool to improve the customer data residing on their internal systems on an ongoing basis.

Further penetrate existing and new client industries. Our clients expect information management solutions tailored to the needs of their industry. We have developed specific knowledge for the industries we serve, including the financial services, insurance, information services, publishing, retail, pharmaceuticals/healthcare and telecommunications industries. We expect to continue to expand our presence in these industries as well as to penetrate new industries as their information management needs increase. The telecommunications and utilities industries are examples of industries where information about existing and prospective customers is becoming increasingly important as they move into a deregulated environment. Other industries which we believe are undergoing change that will increase the need for data and information management services include the e-commerce, Internet, automotive, technology, packaged goods and media/entertainment sectors.

Expand data content. We continue to invest substantial resources to maintain the quality and increase the scope of our databases. We enhance our databases by adding new data through multiple sources and increasing the accuracy of the data through our use of our new linking technology. Expanding our data content offerings enables us to grow existing client relationships, capture new clients and enter new industries. Data content also represents an attractive business model for us because we can repackage it into multiple formats or sell it through various distribution channels, including the Acxiom Data Network, at a marginal incremental cost.

Capture cross-selling opportunities. Our established client base is primarily composed of Fortune 1000 companies. These clients use a single product or service or a combination of multiple products and services. Our consultative approach, comprehensive set of services and products and long-standing client relationships combined with the increasing information needs of our clients provide us with a significant opportunity to offer our existing client base new and enhanced services and products.

Pursue international opportunities. We first entered the international marketplace with an acquisition in the United Kingdom in 1986. During the past year, we made additional acquisitions in Spain and France to further develop a European presence. We believe that businesses in Europe are in the early stages of using information to drive their strategic decision-making. We have also recently entered into a strategic alliance through which we will offer our services in Australia and New Zealand. We believe that our existing

international presence, combined with the emerging market demand for our information services, represents a large growth opportunity for us.

Seek acquisitions and alliances. We will continue to seek acquisition and alliance opportunities with companies that can complement or expand our business by offering unique data content, strategic services or market presence in a new industry. Since April 1998, we have completed several acquisitions, including our merger with May & Speh. These acquisitions have significantly extended our range of products and services, increased our client base, and expanded our industry coverage. We currently have a number of strategic alliances and actively seek new alliances with channel partners, software developers and data content providers that will strengthen our position in the marketplace.

Lines of Business

We have three primary lines of business: Services, Data Products, and Information Technology Management.

Services

Our Services segment provides solutions which integrate and manage customer, consumer and business data using our information management skills and technology. We use our core competencies of data integration, data management and data delivery to build customized solutions for our clients. Our primary services include the following:

Service	Description
Marketing strategy and database consulting	<ul style="list-style-type: none"> . Develops strategies to effectively use and transform data into actionable information . Selects data elements that are relevant for a particular client's goals and industry . Lays foundation for data warehouse/database development and marketing campaigns
Data integration	<ul style="list-style-type: none"> . Standardizes, converts, cleanses and validates data to ensure accuracy and remove duplicative and unnecessary data . Creates accurate and comprehensive standardized customer profile from disparate data sources . Augments client's data with our proprietary data
Data warehouse/database management and delivery	<ul style="list-style-type: none"> . Designs, models and builds data warehouse/database . Provides data warehouse/database maintenance and updates . Delivers information through a variety of channels including the Internet via the Acxiom Data Network
Customer relationship management applications	<ul style="list-style-type: none"> . Provides market planning, analytical and statistical modeling, campaign management, channel implementation, and tracking and reporting applications . Enables client to manage and monitor customer relationships
List processing	<ul style="list-style-type: none"> . Provides processing tools to increase accuracy, deliverability and efficiency of marketing lists . Cleanses and integrates mailing list data . Addresses and pre-sorts mailing to maximize postal discounts and minimize handling costs

Data Products

Our data products include both business and consumer data. We believe our products are the industry's most comprehensive and accurate data product offerings that are sold on a stand-alone basis as well as integrated with our customized service offerings. Our primary products include the following:

InfoBase(TM)--Consumer

Product	Description
InfoBase Enhancement	<ul style="list-style-type: none"> Multi-sourced consumer database containing approximately 95% of all U.S. households Provides relevant demographic, real estate, telephone, socio-economic and lifestyle data for individuals, households and geographic areas Collects data from multiple data services using approximately 1.5 billion source records
Analytical products	<ul style="list-style-type: none"> Employs advanced segmentation and modeling techniques to analyze customer attributes and behavior
InfoBase List	<ul style="list-style-type: none"> Multi-sourced consumer list designed to help target prospects Delivers accurate and comprehensive lists based on multiple data categories
InfoBase Telesource(TM)	<ul style="list-style-type: none"> Provides over 130 million telephone numbers in the U.S.

InfoBase--Business

InfoBase Enhancement	<ul style="list-style-type: none"> Multi-sourced business database containing data on approximately 15 million businesses Provides data on location, contacts, line of business, size, ownership, property, stability and market potential
Analytical products	<ul style="list-style-type: none"> Provides three standard levels of product analysis: data profile analysis, CHAID (Chi-squared Automatic Interaction Detector) and regression analysis
InfoBase Business List	<ul style="list-style-type: none"> Comprehensive business lists tailored to meet specific marketing requirements Uses InfoBase business database to deliver accurate and comprehensive lists, based on multiple data categories
InfoBase Telesource	<ul style="list-style-type: none"> Provides data on over 12 million business telephone lines in the U.S.

DataQuick(R)

Product	Description
Real estate information	<ul style="list-style-type: none"> Provides detailed information on over 70 million U.S. properties Information includes: ownership, address, sale and loan data, home and property characteristics, household demographics and trend data by neighborhood

List Brokerage

List brokerage and management	<ul style="list-style-type: none"> Offers clients access to customer lists from consumer products and services firms
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Our clients use our data products for a range of management decision-making functions including: identification, verification and segmentation of customers and prospects for direct marketing purposes; campaign management; Internet marketing; point-of-sale marketing; sales force automation; risk management; fraud prevention; and other information driven applications.

We utilize multiple data sources to compile our consumer database including: telephone directories; motor vehicle registrations; drivers licenses; voter registrations; product registration questionnaires; warranty cards; county real estate property records; purchase transactions; mail order transactions and postal service information. Our business database is obtained from multiple sources and covers approximately 15 million businesses throughout the United States. Business data is verified by telephone or by matching against other sources of the data. Business data sources include: yellow and white pages; annual reports and other SEC information; federal, state and municipal government data; business magazines, newsletters, and newspapers; business registries; the Internet; professional directories; outbound telemarketers; and postal service information. Our real estate database is obtained from county recorders' and assessors' files. Each data source is compiled by us or licensed from one of our data partners. We update and maintain our databases frequently in order to provide current information to our clients.

Information Technology Management

Our Information Technology Management segment provides solutions to our clients' information processing needs. Our significant infrastructure and scale enable us to provide these services on a cost effective basis. Our primary services and support functions are available 24 hours a day, seven days a week, and include the following:

Service	Description
Data center management	<ul style="list-style-type: none"> . Manages data center and transaction processing on behalf of clients either on-site at client locations or at our facilities . Services include data center operation, hardware installation and support, account management systems, software installation support, customized software programming and licensing of software
Network and client/server management	<ul style="list-style-type: none"> . Services include technical support, help-desk access and support, back-up recovery, disaster recovery services, operating support and telecommunications support

Acxiom Data Network

The Acxiom Data Network is an on-line access and delivery system that provides authorized clients secure network access to selected data content and information. It enables our clients to have real-time access from their desktops to our consumer and business data products as well as proprietary client data content from databases that we build and manage for our clients.

[Chart depicting the Acxiom Data Network and how it links data content with customer relationship management applications via the internet.]

The Acxiom Data Network allows us and our clients to integrate data directly into customer relationship applications such as:

- . detailed customer analysis
- . Internet marketing and interactive web pages
- . call centers
- . direct mail initiatives
- . campaign management software
- . point-of-sale applications
- . sales force automation software

Delivery of information over the Internet or via private network, as opposed to traditional delivery through CD-ROM, floppy discs, tape cartridges and tapes, significantly reduces the turnaround time from days to minutes or seconds and reduces the operating costs associated with extended processing and turnaround.

Acxiom's proprietary linking technology was created to provide a new level of data accuracy. By applying our technology, we are able to properly cleanse data and eliminate redundancies, constantly update to reflect real-time changes, and combine our data with our clients' data.

This affordable access to data content will enable us to more efficiently serve our traditional Fortune 1000 client base and will also enable us to expand our potential client base to include what we believe to be over 20

million U.S. middle market and small office/home office businesses. We are working with channel partners who are leading e-commerce and industry specialized software solution providers to expand the market presence of the Acxiom Data Network. The use of channel partners opens new markets to us, stimulates product development, and creates new revenue generating capabilities.

Acxiom Data Network Partner Program

We have designed a four-tiered channel partner program to enhance our marketing of the Acxiom Data Network and our data products. This program offers our partners revenue sharing levels that vary with the amount of their sales. The tiers include:

Strategic Partners: Partners who integrate the Acxiom Data Network into their applications and lead with Acxiom data as an integral part of their solution. Strategic partners receive maximum integration, technical and marketing support from us.

Channel Partners: Partners who offer prepackaged software solutions and intend to either fully integrate the Acxiom Data Network into their applications, create an import/export filter for Acxiom data, or have a link to the Acxiom Data Network web site.

Solutions Partners: Partners who build custom applications on a project-by-project basis, integrating various products, tools and technologies including the Acxiom Data Network to provide a customized solution to their customer. Solutions partners usually include system integrators, application developers and consultants. Integration and technical support are also available.

Data Marketing Partners: Partners who resell or re-market our data and list products to their customers. This tier typically includes service bureaus, consultants, brokers and agents. Data marketing partners are required to sign a marketing agreement with us. Sales and marketing support varies based on the sales opportunities and revenue levels achieved by the data marketing partner.

Clients

Our clients are primarily in the financial services, insurance, information services, publishing, retail and telecommunications industries. Our ten largest clients represented approximately 40% of our revenues in fiscal 1999. Our largest client, Allstate, represented approximately 10.9% of our revenues over the same period.

We seek to maintain long-term relationships with our clients. Many of our clients typically operate under long-term contracts (defined as contracts with initial terms of at least three years in length). In fiscal 1999, approximately 51% of our revenue was derived from long-term contracts.

Representative clients by the industries we serve include:

Financial Services -----	Insurance -----	Information Services -----
Bank of America Citibank Discover Financial Services First USA Bank General Electric	Allstate Physicians Mutual Prudential	ADP IBM Polk Trans Union
Publishing -----	Retail -----	Telecommunications -----
Advance Publications Guideposts Meredith	Neiman Marcus Sears Wal-Mart	AT&T GTE Vodafone

More recently, our industry focus has expanded to include the pharmaceuticals/healthcare, e-commerce, Internet, utilities, automotive, technology, packaged goods and media/entertainment industries. Representative clients in these new industries include 3Com, DaimlerChrysler, Procter & Gamble, Searle, Bristol-Myers Squibb, Novell and Netscape.

Sales and Marketing

We have two separate sales forces. One is dedicated to our Services and Information Technology Management lines of business and the other is focused on Data Products. We maintain separate sales forces to allow our sales representatives to concentrate on particular services, technologies and client demands.

Our Services and Information Technology Management sales force is decentralized and organized by industry. Our largest clients have their own dedicated sales personnel. Sales to these and other large accounts typically involve business unit leaders, group leaders and other members of our senior management. Most major contracts are negotiated with the highest levels of our clients' organizations and therefore necessitate the involvement of our senior executives.

Our Data Products segment sells products rather than services and thus requires a larger sales force. This sales force is organized into four groups. The data sales team sells primarily InfoBase products. The DataQuick sales team sells property data content and on-line access to those products. The list brokerage sales team sells list rental and list management products. The channels sales team focuses on creating sales through business partners and other alternate channels of distribution.

Pricing for Products and Services

We have standard list pricing guidelines for many services such as list processing, national change of address processing, merge/purge processing and other standard processing. Data warehousing/database management services tend to be more custom-designed and are priced individually to each customer. We have built extensive pricing guidelines and case studies for pricing based on our experience in building large-scale data warehouses and databases.

Pricing for data warehouses and databases normally includes separate fees for design, initial build, on-going updates, queries and outputs. We also price separately for consulting and statistical analysis services.

We publish standard list prices for many of our data products. These products are priced with volume discounts. Licenses for our entire consumer or business database for one or more years are priced individually.

Information technology management services are priced based on the cost of managing and operating the data center, network and client/server systems.

Strategic Alliances

In addition to our traditional sales force activity, we maintain and pursue strategic alliances to further the development and distribution of our best products and services. We partner with firms that can help us service our clients. Current strategic alliances include Bigfoot (e-mail marketing), Trans Union (information services), Exchange Applications (customer relationship management applications software), Ceres (campaign management), and PBL (media/entertainment) in Australia.

Our strategic alliances are structured in several ways. Because each of our partners is unique, it is necessary to create a structure specifically suited to our needs and the needs of our business partners. Examples of various alliance structures in which we participate include:

- . joint ventures
- . minority interests in small, early-stage companies
- . channel partner relationships
- . joint marketing alliances
- . agreements to pay commissions for business directed to us
- . agreements to pay finders fees for new clients directed to us

Competition

The information services industry in which we operate is highly competitive, with no single dominant competitor. Within the industry, there are database marketing service providers, analytical data application vendors, enterprise software providers, systems integrators, consulting firms, list brokerage/list management firms and teleservices companies. Many firms offer a limited number of services within a particular geographic area, and several participants offer a broad array of information services on a national or international basis. However, we do not know of a competitor that offers our complete line of products and services.

In the Services market, we compete primarily with in-house information technology departments of current clients and those of potential clients as well as firms that provide data warehousing and database services, mailing list processing, and consulting services. Competition is based on the quality and reliability of products and services, technological expertise, historical experience, ability to develop customized solutions for clients, processing capabilities and price. Competitors in the data warehousing and database services and mailing list processing sectors include Harte-Hanks, Metromail and Experian (subsidiaries of Great Universal Stores), Dynamark (a subsidiary of Fair Isaac), Epsilon and KnowledgeBase Marketing (a subsidiary of Young & Rubicam).

In the Data Products market, we compete with two types of firms: data providers and list providers. Competition is based on the quality and comprehensiveness of the information provided, the ability to deliver the information in products and formats that the customer needs and, to a lesser extent, on the pricing of information products and services. Our principal competitors in this market are Abacus Direct, Donnelley Marketing (a pending acquisition by infoUSA), Metromail (a subsidiary of Great Universal Stores), R. L. Polk and infoUSA. We also compete with hundreds of smaller firms that provide list brokerage and list management services.

In the Information Technology Management services market, competition is based on the quality and reliability of services, technical expertise, processing capabilities, processing environment and price. Our primary competitors include Affiliated Computer Services, Lockheed Martin, PKS Information Services and the in-house information technology departments of current clients and those of potential clients. In addition, but on a less frequent basis, we compete with IBM, Electronic Data Systems, Computer Sciences Corporation, Perot Systems and MCI/Systemhouse, a subsidiary of MCI Worldcom.

Privacy

We have always taken an active approach with respect to consumer privacy rights. The growth of e-commerce and companies wanting consumer information means that we must work even harder to guarantee that our policies offer individuals the protection to which they are entitled.

Consequently, we are promoting adherence to a common set of strict privacy guidelines for the direct marketing, e-commerce and data industries as a whole. Industrywide compliance helps address U.S. privacy concerns and the rigorous demands of the European Union to ensure the continued free flow of information.

Our own Fair Information Practices Policy outlines the variety of measures we currently take to protect consumers' privacy rights. Our multi-level security systems are designed to ensure that only authorized clients can access our data. We go to great lengths to educate clients and associates regarding consumer right-to-privacy issues, guidelines and laws. Our policy also explains the simple steps that consumers may take to have their names removed from our InfoBase line of marketing products and to learn what non-public information we maintain about them.

Employees

As of March 31, 1999, we had over 5,000 associates worldwide. With the exception of approximately 45 associates who are engaged in lettershop fulfillment activities, none of our associates are represented by a labor union or are the subject of a collective bargaining agreement. We have never experienced any work stoppages, and we consider our relations with our associates to be excellent.

MANAGEMENT

The following table provides information about our directors and executive officers as of June 17, 1999:

Name	Age	Year Elected	Position Held
Charles D. Morgan.....	56	1972	Chairman of the Board and President (Company Leader)
Rodger S. Kline.....	56	1975	Chief Operating Officer, Treasurer and Director
James T. Womble.....	56	1975	Division Leader and Director
C. Alex Dietz.....	56	1979	Division Leader
Paul L. Zaffaroni.....	52	1990	Division Leader
L. Lee Hodges.....	52	1999	Division Leader
Jerry C.D. Ellis.....	49	1991	Division Leader
Jerry C. Jones.....	43	1999	Business Development/Legal Leader
Robert S. Bloom.....	43	1992	Chief Financial Officer
Dr. Ann H. Die.....	54	1993	Director
William T. Dillard II.....	54	1988	Director
Harry C. Gambill.....	53	1992	Director
Thomas F. (Mack) McLarty, III.	52	1999	Director
Robert A. Pritzker.....	72	1994	Director

Mr. Morgan joined Acxiom in 1972. He has been Chairman of the Board of Directors since 1975, and serves as Acxiom's president (Company Leader). He is also a director of Fairfield Communities, Inc., and of the Direct Marketing Association. Mr. Morgan is Chairman of the Board of Trustees of Hendrix College. He was employed by IBM prior to joining Acxiom and holds a mechanical engineering degree from the University of Arkansas.

Mr. Kline joined Acxiom in 1973. He has been a director since 1975, and serves as Acxiom's chief operating officer and treasurer. Prior to joining Acxiom, Mr. Kline was employed by IBM. Mr. Kline holds a degree in electrical engineering from the University of Arkansas.

Mr. Womble joined Acxiom in 1974. He has been a director since 1975, and serves as one of Acxiom's five Division Leaders. Mr. Womble is also a director of Sedona Corporation. Prior to joining Acxiom, Mr. Womble was employed by IBM. Mr. Womble holds a degree in civil engineering from the University of Arkansas.

Mr. Dietz joined Acxiom in 1970 and served as a vice president until 1975. Between 1975 and 1979 he was an officer of a commercial bank responsible for data processing matters. Following his return to Acxiom in 1979, Mr. Dietz served as a senior level officer of Acxiom and is presently one of Acxiom's division leaders. Mr. Dietz holds a degree in electrical engineering from Tulane University.

Mr. Zaffaroni joined Acxiom in 1990. He serves as one of Acxiom's division leaders. Prior to joining Acxiom, he was employed by IBM for 21 years, most recently serving as regional sales manager. Mr. Zaffaroni holds a degree in marketing from Youngstown State University.

Mr. Hodges joined Acxiom in 1998. He serves as one of Acxiom's division leaders. Prior to joining Acxiom, he was a senior vice president with Tascor, the outsourcing subsidiary of Norrell Corporation. Prior to that time, Mr. Hodges served in a number of engineering, sales, marketing and executive positions with IBM for 24 years. Mr. Hodges holds a degree in industrial engineering from The Pennsylvania State University.

Mr. Ellis joined Acxiom in 1991 as managing director of Acxiom's U.K. operations. He serves as one of Acxiom's division leaders. Prior to 1991, Mr. Ellis was employed for 22 years with IBM, serving most recently as assistant to the CEO of IBM's U.K. operations. Prior to that, Mr. Ellis served as branch manager of the IBM U.K. Public Sector division.

Mr. Jones joined Acxiom in 1999. Prior to joining Acxiom, he was employed for 19 years as an attorney in private practice with the Rose Law Firm, representing a broad range of business interests. Mr. Jones holds a degree in public administration from the University of Arkansas and a law degree from the University of Arkansas School of Law.

Mr. Bloom joined Acxiom in 1992 as chief financial officer. Prior to joining Acxiom, he was employed for six years with Wilson Sporting Goods Co. as chief financial officer of its international division. Prior to his employment with Wilson, Mr. Bloom was employed by Arthur Andersen & Co. for nine years, serving most recently as a manager. Mr. Bloom, a certified public accountant, holds a degree in accounting from the University of Illinois.

Dr. Die was elected as a director in 1993. She has served as President of Hendrix College in Conway, Arkansas since 1992. She is a member of the Board of Directors of the National Merit Scholarship Corporation, The Foundation for Independent Higher Education, and the American Council on Education. She is also Chair of the National Collegiate Athletic Association (NCAA) Division III Presidents Council and a member of the NCAA Executive Committee. She is past Chair of the Board of Directors of the National Association of Independent Colleges and Universities. Prior to coming to Hendrix, she served as Dean of the H. Sophie Newcomb Memorial College and Associate Provost at Tulane University. Dr. Die graduated summa cum laude from Lamar University, earned a master's degree from the University of Houston and a Ph.D. in counseling psychology from Texas A&M University.

Mr. Dillard was elected as a director in 1988. He has served since 1968 as a member of the Board of Directors and is Chief Executive Officer of Dillard's, Inc., of Little Rock, Arkansas, a regional chain of traditional department stores with retail outlets in the Southeast, Southwest and Midwest areas of the United States. In addition to Dillard's, Inc., Mr. Dillard is also a director of Barnes & Noble, Inc. and Chase Bank of Texas, Inc. He holds a master's degree in business administration from Harvard University and a bachelor's degree in the same field from the University of Arkansas.

Mr. Gambill was appointed to fill a vacancy on our Board of Directors in 1992 and was elected as a director in 1993. He is a director and has held the positions of Chief Executive Officer and President of Trans Union, a company engaged in the business of providing consumer credit reporting services, since April 1992. Mr. Gambill joined Trans Union in 1985 as Vice President/General Manager of the Chicago Division. In 1987 he was named Central Region Vice President. In 1990, he was named President of Trans Union, and assumed the added title of President of TransMark in 1992. Mr. Gambill is also a director of Associated Credit Bureaus and the International Credit Association. He holds degrees in business administration and economics from Arkansas State University.

Mr. McLarty was appointed to fill a vacancy on our Board of Directors in 1999. He is Chairman of the McLarty Companies, a third generation family business and one of the nation's leading automotive dealership groups. He is a board member of the Financial Times Advisory Board of London, England, the Americas Society of New York City, the Inter-American Dialogue of Washington, D.C., the M.D. Anderson Cancer Center in Houston, and Entergy Corporation. In 1983 he became chairman and chief executive officer of Arkla, Inc., a Fortune 500 natural gas company. He was appointed by President Bush to the National Petroleum Council and the National Council on Environmental Quality, and he was a member of the St. Louis Federal Reserve Board from 1989 through 1992. Beginning in 1992, he served President Clinton in several key positions: Chief of Staff, Counselor to the President, and Special Envoy for the Americas, with over five years of service in the President's Cabinet and on the National Economic Council. He holds a degree in business administration from the University of Arkansas.

Mr. Pritzker was appointed to fill a newly created position on our Board of Directors in 1994 and was elected a director in 1996. Since before 1992, Mr. Pritzker has been a director and the Chairman of Trans Union, a company engaged in the business of providing consumer credit reporting services, a director and the President of Union Tank Car Company, a company principally engaged in the leasing of railway tank cars and

other railcars, and Marmon Holdings, Inc., a holding company of diversified manufacturing and services businesses. Mr. Pritzker is also a director of Hyatt Corporation, a company which owns and operates domestic and international hotels, and a director of Southern Peru Copper Corporation, a company which mines, smelts, refines and markets copper. Mr. Pritzker holds an industrial engineering degree from the Illinois Institute of Technology.

There are no family relationships among any of the Company's executive officers and/or directors.

SELLING STOCKHOLDERS

Four selling stockholders are offering an aggregate of 4,011,076 shares of our common stock. One selling stockholder, the Pritzker Foundation, an Illinois private foundation, is offering 3,921,000 shares, which is all of its current holdings. Following the offering, it will not own any shares of our common stock. Robert A. Pritzker, one of our directors, is a member of the board of directors of the Pritzker Foundation.

In 1992, Acxiom acquired certain hardware and computer equipment associated with Trans Union's Chicago data center pursuant to a data center management agreement in exchange for 1,920,000 shares of Acxiom's common stock. In 1994, Acxiom and Trans Union's parent company, Marmon Industrial LLC, entered into a stock purchase agreement under which Marmon Industrial purchased an additional 2,000,000 shares of Acxiom common stock. In 1997, Trans Union transferred its 1,920,000 shares (together with an additional 1,000 shares it had previously acquired from Mr. Gambill, one of our directors) to the Pritzker Foundation. At the same time, Marmon Industrial also transferred its 2,000,000 shares to the Pritzker Foundation.

In connection with the 1992 data center management agreement, Trans Union also received a warrant to purchase an additional 4,000,000 shares of Acxiom common stock. In August 1998, Trans Union exercised the warrant. In the first quarter of fiscal 2000, Trans Union sold 400,000 shares and as a result currently owns approximately 3.6 million shares.

The remaining three selling stockholders, Messrs. Jeffrey Lund, Eric S. Gewirtz and Mark R. Sullivan, all of whom we employ, are offering an aggregate of 90,076 shares of our common stock. Each of these selling stockholders currently owns 55,182 shares of our common stock or 165,546 shares in the aggregate. Mr. Gewirtz is offering all of the 55,182 shares he currently owns, Mr. Sullivan is offering 18,394 shares and Mr. Lund is offering 16,500 shares. Following the offering Mr. Gewirtz will not own any shares of our common stock, Mr. Lund will own 38,682 shares and Mr. Sullivan will own 36,788 shares. Messrs. Lund, Gewirtz and Sullivan received their shares as partial payment of the purchase price for our April 1999 acquisition of the assets of Horizon Systems, Inc.

UNDERWRITING

Acxiom and the selling stockholders have entered into an underwriting agreement with the underwriters named below. ABN AMRO Incorporated, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Salomon Smith Barney Inc., William Blair & Company, L.L.C., PaineWebber Incorporated, Robert W. Baird & Co. Incorporated and Stephens Inc. are acting as representatives (the "Representatives") for the underwriters.

The underwriting agreement provides for each underwriter to purchase the number of shares of common stock shown opposite its name below, subject to the terms and conditions of the underwriting agreement. The underwriters' obligations are several, which means that each underwriter is required to purchase the specified number of shares, but is not responsible for the commitment of any other underwriter to purchase shares.

Underwriter -----	Number of Shares -----
ABN AMRO Incorporated.....	
Merrill Lynch, Pierce, Fenner & Smith Incorporated.....	
Salomon Smith Barney Inc.....	
William Blair & Company, L.L.C.....	
PaineWebber Incorporated.....	
Robert W. Baird & Co. Incorporated.....	
Stephens Inc.....	
Total.....	----- 5,511,076 =====

This is a firm commitment underwriting, which means that the underwriters have agreed to purchase all of the shares offered by this prospectus if they purchase any shares (other than those covered by the over-allotment option described below). The underwriting agreement provides that if an underwriter defaults in its commitment to purchase shares, the commitments of non-defaulting underwriters may be increased or the underwriting agreement may be terminated, depending on the circumstances.

The Representatives have advised us and the selling stockholders that the underwriters propose to offer the shares directly to the public at the public offering price that appears on the cover page of this prospectus. In addition, the underwriters may offer some of the shares to selected securities dealers at the public offering price less a concession of \$ _____ per share. The underwriters may also allow, and these dealers may reallow, a concession not in excess of \$ _____ per share to other dealers. After the shares are released for sale to the public, the underwriters may change the offering price and other selling terms at various times.

We have granted the underwriters an over-allotment option. This option, which is exercisable for up to 30 days after the date of this prospectus, permits the underwriters to purchase a maximum of 800,000 additional shares from us to cover over-allotments. If the underwriters exercise all or part of this option, they will purchase shares covered by the option at the initial public offering price that appears on the cover page of this prospectus, less the underwriting discount. The underwriters have severally agreed that, to the extent the over-allotment option is exercised, they will each purchase a number of additional shares proportionate to each underwriter's initial commitment reflected in the foregoing table.

The following table shows the underwriting fees to be paid to the underwriters by us and the selling stockholders in connection with this offering. The fees to be paid by us and the selling stockholders are shown assuming both no exercise and full exercise of the underwriters' over-allotment option.

Paid by Us -----	Paid by Selling Stockholders -----
NO	NO
Exercise Full	Exercise Full

Per share.....	\$	\$	\$	\$
Total.....	\$	\$	\$	\$

We will pay the offering expenses, estimated to be \$.

Trans Union and the Pritzker Foundation have agreed to a 120-day "lockup" and our officers and directors have agreed to a 90-day "lockup" with respect to the shares of common stock and any other Acxiom securities that they beneficially own or have the right to acquire upon exercise of options. We have agreed to a 120-day "lockup" with respect to previously-unissued or treasury shares. This means that, with certain exceptions, during the "lockup" periods, Acxiom, Trans Union, the Pritzker Foundation and these officers and directors may not offer, sell, pledge or otherwise dispose of our common stock without the prior written consent of ABN AMRO Incorporated.

The rules of the Securities and Exchange Commission may limit the ability of the underwriters to bid for or purchase shares before the distribution of the shares is completed. However, the underwriters may engage in the following activities under the rules:

- . Stabilizing transactions--The underwriters may make bids or purchases for the purpose of pegging, fixing or maintaining the price of shares, so long as stabilizing bids do not exceed a specified maximum and may discontinue these bids or purchases at any time.
- . Over-allotments and syndicate covering transactions--The underwriters may create a short position in the shares by selling more shares than are shown on the cover page of this prospectus. If a short position is created in connection with the offering, the representatives may engage in syndicate covering transactions by purchasing shares in the open market. The representatives may also elect to reduce any short position by exercising all or part of the over-allotment option.

We and the selling stockholders have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act of 1933, and to contribute to payments the underwriters may be required to make to satisfy any such liabilities.

Stephens Group, Inc., the parent company of Stephens Inc., one of the underwriters, has agreed to sell property located in Little Rock, Arkansas to us for 54,450 shares of common stock pursuant to an agreement dated April 13, 1999. The purchase price for the property was negotiated on an arms-length basis.

William Blair & Company, L.L.C., one of the underwriters, has stated in filings with the Securities and Exchange Commission that it owns approximately 5,860,000 shares of common stock, or approximately 7.1% of our issued and outstanding common stock.

LEGAL MATTERS

The validity of the shares of common stock offered hereby will be passed upon for us by Friday, Eldredge & Clark, LLP, Little Rock, Arkansas. Certain other legal matters will be passed upon for the underwriters by McDermott, Will & Emery, Chicago, Illinois.

EXPERTS

The supplemental consolidated financial statements and related supplemental financial statement schedule of Acxiom as of March 31, 1999 and 1998, and for each of the years in the three year period ended March 31, 1999, included in the prospectus and the registration statement, except as to the supplemental consolidated financial statements as they relate to May & Speh, Inc. for the year ended September 30, 1996, have been audited by KPMG LLP, independent accountants, and as they relate to May & Speh, Inc. for the year ended September 30, 1996 (not presented separately herein), by PricewaterhouseCoopers LLP, independent accountants, whose reports have been included in the prospectus and registration statement upon the authority of said firms as experts in auditing and accounting.

The consolidated financial statements and related financial statement schedule of Acxiom as of March 31, 1999 and 1998, and for each of the years in the three year period ended March 31, 1999, which are incorporated in the Acxiom Annual Report on Form 10-K for the year ended March 31, 1999 which is incorporated by reference in the prospectus and the registration statement, except as to the consolidated financial statements as they relate to May & Speh, Inc. for the year ended September 30, 1996, have been audited by KPMG LLP, independent accountants, and as they relate to May & Speh, Inc. for the year ended September 30, 1996 (not presented separately therein), by PricewaterhouseCoopers LLP, independent accountants, whose reports have been incorporated by reference in the prospectus and registration statement upon the authority of said firms as experts in auditing and accounting.

WHERE YOU CAN FIND MORE INFORMATION

The SEC allows us to "incorporate by reference" into this prospectus information filed with it, which means that we can disclose important information to you by referring you directly to those documents. The information incorporated by reference is considered to be a part of this prospectus. In addition, information we file with the SEC in the future will automatically update and supersede information contained in this prospectus.

We incorporate by reference the documents listed below and any future filings made with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 until this offering is completed:

- (i) Annual Report on Form 10-K for the fiscal year ended March 31, 1999;
- (ii) Form 8-K filed on June 21, 1999;
- (iii) The description of our capital stock contained in the registration statement on Form 8-A of CCX Network, Inc., which is now known as Acxiom Corporation, dated February 4, 1985, and any amendments or updates to that form; and
- (iv) The description of our preferred stock purchase rights contained in the registration statement on Form 8-A/A dated June 4, 1998.

We have filed a registration statement on Form S-3 with the SEC and we also file annual, quarterly and periodic reports, proxy statements and other information. You may read and copy the registration statement and any other documents filed by us at the public reference room of the SEC at Room 1024, 450 Fifth Street, N.W., Washington, D.C. 20549. You may obtain information on the operation of the public reference room by calling the SEC at 1-800-SEC-0330. Our filings with the SEC also are available to the public at the SEC's web site at <http://www.sec.gov>.

We will provide you with free copies of any of these documents, without exhibits, unless an exhibit is incorporated into the document by reference, if you write us or call us at: Acxiom Corporation, 1 Information Way, Little Rock, Arkansas 72202, Attention: Catherine L. Hughes, telephone (501) 342-1320.

ACXIOM CORPORATION
AND SUBSIDIARIES

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INDEPENDENT AUDITORS' REPORT

The Board of Directors and Stockholders
Acxiom Corporation:

We have audited the accompanying supplemental consolidated financial statements of Acxiom Corporation and subsidiaries as listed in the accompanying index. In connection with our audits of the supplemental consolidated financial statements, we have also audited the supplemental financial statement schedule as listed in the accompanying index. These supplemental consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these supplemental consolidated financial statements based on our audits. We did not audit the consolidated financial statements of May & Speh, Inc., a wholly-owned subsidiary, which statements reflect total revenues constituting 15 percent of the related consolidated total during the year ended March 31, 1997. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for May & Speh, Inc., is based solely on the report of the other auditors.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

The supplemental consolidated financial statements give retroactive effect to the merger of Acxiom Corporation and Computer Graphics of Arizona, Inc. on May 28, 1999, which has been accounted for as a pooling of interests as described in Note 2 to the supplemental consolidated financial statements. Generally accepted accounting principles proscribe giving effect to a consummated business combination accounted for by the pooling-of-interests method in financial statements that do not include the date of consummation. These financial statements do not extend through the date of consummation. However, they will become the historical consolidated financial statements of Acxiom Corporation and subsidiaries after financial statements covering the date of consummation of the business combination are issued.

In our opinion, based on our audits and the report of the other auditors, the supplemental consolidated financial statements referred to above present fairly, in all material respects, the financial position of Acxiom Corporation and subsidiaries as of March 31, 1999 and 1998, and the results of their operations and their cash flows for each of the years in the three-year period ended March 31, 1999, in conformity with generally accepted accounting principles applicable after financial statements are issued for a period which includes the date of consummation of the business combination. Also in our opinion, based on our audits and the report of other auditors, the related supplemental financial statement schedule, when considered in relation to the basic supplemental consolidated financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

KPMG LLP

Little Rock, Arkansas
June 11, 1999

Report of Independent Accountants

To the Board of Directors and Stockholders of May & Speh, Inc.

In our opinion, the consolidated statements of operations, of cash flows and of changes in stockholders' equity of May & Speh, Inc. (not presented separately herein) present fairly, in all material respects, its results of operations and its cash flows for the year ended September 30, 1996, in conformity with generally accepted accounting principles. These financial statements are the responsibility of the Company's management; our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit of these statements in accordance with generally accepted auditing standards which require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for the opinion expressed above.

PricewaterhouseCoopers LLP
Chicago, Illinois
November 1, 1996

ACXIOM CORPORATION AND SUBSIDIARIES

SUPPLEMENTAL CONSOLIDATED BALANCE SHEETS

March 31, 1999 and 1998

(Dollars in thousands)

ASSETS	1999	1998
	-----	-----
Current assets:		
Cash and cash equivalents...	\$ 12,604	\$117,652
Marketable securities.....	--	11,794
Trade accounts receivable, net (note 12).....	184,799	122,413
Refundable income taxes (note 9).....	12,651	7,670
Deferred income taxes (note 9).....	30,643	2,868
Other current assets (note 5).....	61,302	32,307
	-----	-----
Total current assets....	301,999	294,704
Property and equipment, net of accumulated depreciation and amortization (notes 4 and 6).....	226,381	187,258
Software, net of accumulated amortization of \$17,941 in 1999 and \$11,642 in 1998 (note 3)	37,400	38,673
Excess of cost over fair value of net assets acquired, net of accumulated amortization of \$13,517 in 1999 and \$8,585 in 1998 (note 2)	122,483	73,851
Other assets (note 5).....	201,537	87,148
	-----	-----
	\$889,800	\$681,634
	=====	=====
 LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Current installments of long-term debt (note 6)....	\$ 23,355	\$ 10,466
Trade accounts payable.....	60,216	22,876
Accrued expenses:		
Merger and integration costs (note 2).....	33,181	--
Payroll.....	18,224	18,466
Other.....	25,744	20,846
Deferred revenue.....	7,195	11,547
	-----	-----
Total current liabilities.....	167,915	84,201
Long-term debt, excluding current installments (note 6).....	325,223	254,240
Deferred income taxes (note 9).....	38,889	34,968
Stockholders' equity (notes 2, 6, 8 and 9):		
Common stock.....	8,106	7,592
Additional paid-in capital..	186,011	122,038
Retained earnings.....	167,013	182,155
Accumulated other comprehensive income (loss).....	(324)	676
Unearned ESOP compensation..	--	(2,055)
Treasury stock, at cost....	(3,033)	(2,181)
	-----	-----
Total stockholders' equity.....	357,773	308,225
Commitments and contingencies (notes 2, 6, 7, 10, 11 and		

14).....

-----	-----
\$889,800	\$681,634
=====	=====

See accompanying notes to supplemental consolidated financial statements.

ACXIOM CORPORATION AND SUBSIDIARIES

SUPPLEMENTAL CONSOLIDATED STATEMENTS OF OPERATIONS

Years ended March 31, 1999, 1998 and 1997

(Dollars in thousands, except per share amounts)

	1999	1998	1997
	-----	-----	-----
Revenue (notes 2 and 12).....	\$754,057	\$592,329	\$499,232
Operating costs and expenses (notes 2, 3, 7, 10 and 11):			
Salaries and benefits.....	283,659	219,339	178,684
Computer, communications and other equipment..	111,876	87,529	77,631
Data costs.....	111,395	93,382	80,758
Other operating costs and expenses.....	129,764	106,470	93,953
Special charges (note 2).....	118,747	4,700	--
	-----	-----	-----
Total operating costs and expenses.....	755,441	511,420	431,026
	-----	-----	-----
Income (loss) from operations.....	(1,384)	80,909	68,206
	-----	-----	-----
Other income (expense):			
Interest expense.....	(17,393)	(10,091)	(5,840)
Other, net.....	6,478	4,402	183
	-----	-----	-----
Total other income.....	(10,915)	(5,689)	(5,657)
	-----	-----	-----
Earnings (loss) before income taxes.....	(12,299)	75,220	62,549
Income taxes (note 9).....	2,843	28,065	23,605
	-----	-----	-----
Net earnings (loss).....	\$(15,142)	\$ 47,155	\$ 38,944
	=====	=====	=====
Earnings (loss) per share:			
Basic.....	\$ (.19)	\$.64	\$.55
	=====	=====	=====
Diluted.....	\$ (.19)	\$.58	\$.49
	=====	=====	=====

See accompanying notes to supplemental consolidated financial statements.

ACXIOM CORPORATION AND SUBSIDIARIES

SUPPLEMENTAL CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

Years ended March 31, 1999, 1998 and 1997

(Dollars in thousands)

	Common stock		Additional paid-in capital
	Number of shares	Amount	
Balances at March 31, 1996.....	66,859,872	\$6,686	\$ 53,088
Pro CD merger (note 2).....	3,313,324	331	2,647
Sale of common stock.....	4,381,362	438	46,828
Tax benefit of stock options exercised (note 9).....	--	--	2,232
Issuance of common stock warrants.....	--	--	1,300
Employee stock awards and shares issued to employee benefit plans, net of treasury shares repurchased.....	--	--	1,359
ESOP compensation earned.....	--	--	--
Comprehensive income:			
Foreign currency translation.....	--	--	--
Net earnings.....	--	--	--
Total comprehensive income.....			
Balances at March 31, 1997.....	74,554,558	7,455	107,454
May & Speh merger (note 2).....	72,160	7	115
Sale of common stock.....	1,235,971	124	9,158
Tax benefit of stock options exercised (note 9).....	--	--	2,763
Employee stock awards and shares issued to employee benefit plans, net of treasury shares repurchased.....	57,529	6	2,548
ESOP compensation earned.....	--	--	--
Comprehensive income:			
Foreign currency translation.....	--	--	--
Net earnings.....	--	--	--
Total comprehensive income.....			
Balances at March 31, 1998.....	75,920,218	7,592	122,038
Sale of common stock.....	4,000,000	400	11,850
Tax benefit of stock options and warrants exercised (note 9).....	--	--	36,393
Issuance of warrants (note 2).....	--	--	2,676
Employee stock awards and shares issued to employee benefit plans, net of treasury shares repurchased.....	1,144,198	114	13,054
ESOP compensation earned.....	--	--	--
Comprehensive loss:			
Foreign currency translation.....	--	--	--
Net loss.....	--	--	--
Total comprehensive loss.....			
Balances at March 31, 1999.....	81,064,416	\$8,106	\$186,011

See accompanying notes to supplemental consolidated financial statements.

Comprehensive income (loss)	Retained earnings	Accumulated other comprehensive income (loss)	Unearned ESOP compensation	Treasury stock		Total stockholders' equity (note 7)
				Number of shares	Amount	
	\$ 96,514	\$ (863)	\$(8,906)	(1,242,242)	\$(2,323)	\$144,196
	(4,752)	--	--	--	--	(1,774)
	--	--	--	--	--	47,266
	--	--	--	--	--	2,232
	--	--	--	--	--	1,300
	--	--	--	145,912	(192)	1,167
	--	--	3,134	--	--	3,134
1,141	--	1,141	--	--	--	1,141
38,944	38,944	--	--	--	--	38,944
-----	-----	-----	-----	-----	-----	-----
\$ 40,085						
=====						
	130,706	278	(5,772)	(1,096,330)	(2,515)	237,606
	4,294	--	1,188	--	--	5,604
	--	--	--	--	--	9,282
	--	--	--	--	--	2,763
	--	--	--	259,410	334	2,888
	--	--	2,529	--	--	2,529
398	--	398	--	--	--	398
47,155	47,155	--	--	--	--	47,155
-----	-----	-----	-----	-----	-----	-----
\$ 47,553						
=====						
	182,155	676	(2,055)	(836,920)	(2,181)	308,225
	--	--	--	--	--	12,250
	--	--	--	--	--	36,393
	--	--	--	--	--	2,676
	--	--	--	104,649	(852)	12,316
	--	--	2,055	--	--	2,055
(1,000)	--	(1,000)	--	--	--	(1,000)
(15,142)	(15,142)	--	--	--	--	(15,142)
-----	-----	-----	-----	-----	-----	-----
\$(16,142)						
=====						
	\$167,013	\$ (324)	--	(732,271)	\$(3,033)	\$357,773
	=====	=====	=====	=====	=====	=====

ACXIOM CORPORATION AND SUBSIDIARIES

SUPPLEMENTAL CONSOLIDATED STATEMENTS OF CASH FLOWS

Years ended March 31, 1999, 1998 and 1997

(Dollars in thousands)

	1999	1998	1997
	-----	-----	-----
Cash flows from operating activities:			
Net earnings (loss).....	\$ (15,142)	\$ 47,155	\$ 38,944
Adjustments to reconcile net earnings (loss) to net cash provided by operating activities:			
Depreciation and amortization.....	64,097	49,808	35,640
Loss (gain) on disposal or impairment of assets.....	26	(960)	2,412
Provision for returns and doubtful accounts...	2,223	3,094	4,462
Deferred income taxes.....	(23,854)	12,143	8,163
Tax benefit of stock options and warrants exercised.....	36,393	2,763	2,232
ESOP compensation.....	2,055	2,529	3,134
Special charges.....	118,747	4,700	--
Changes in operating assets and liabilities:			
Accounts receivable.....	(61,286)	(29,670)	(24,683)
Other assets.....	(62,446)	(41,998)	(16,930)
Accounts payable and other liabilities.....	27,983	20,624	(9,218)
Merger and integration costs.....	(28,385)	(4,700)	--
	-----	-----	-----
Net cash provided by operating activities...	60,411	65,488	44,156
	-----	-----	-----
Cash flows from investing activities:			
Proceeds from the disposition of assets.....	733	15,340	2,385
Proceeds from sale of marketable securities...	11,794	19,021	12,919
Purchases of marketable securities.....	--	(5,778)	(31,366)
Cash received in merger.....	--	--	21
Development of software.....	(18,544)	(21,411)	(10,715)
Capital expenditures.....	(127,880)	(68,093)	(65,286)
Investments in joint ventures.....	(10,400)	(6,072)	--
Net cash paid in acquisitions (note 2).....	(45,983)	(19,841)	(16,223)
	-----	-----	-----
Net cash used in investing activities.....	(190,280)	(86,834)	(108,265)
	-----	-----	-----
Cash flows from financing activities:			
Proceeds from debt.....	18,939	125,820	39,509
Payments of debt.....	(18,607)	(10,542)	(20,994)
Sale of common stock.....	24,566	12,171	48,433
	-----	-----	-----
Net cash provided by financing activities...	24,898	127,449	66,948
	-----	-----	-----
Effect of exchange rate changes on cash.....	(77)	2	--
	-----	-----	-----
Net increase (decrease) in cash and cash equivalents.....	(105,048)	106,105	2,839
Cash and cash equivalents at beginning of year.	117,652	11,547	12,132
	-----	-----	-----
Cash and cash equivalents at end of year.....	\$ 12,604	\$117,652	\$ 14,971
	=====	=====	=====
Supplemental cash flow information:			
Cash paid (received) during the year for:			
Interest.....	\$ 15,608	\$ 9,350	\$ 5,147
Income taxes.....	(4,715)	13,360	15,936
Noncash financing and investing activities:			
Issuance of warrants.....	2,676	--	1,300
Enterprise software licenses acquired under software obligation.....	74,638	10,949	--
Acquisition of property and equipment under capital lease.....	--	14,939	11,373
Convertible debt issued in acquisition (note 2).....	--	--	25,000
	=====	=====	=====

See accompanying notes to supplemental consolidated financial statements.

ACXIOM CORPORATION AND SUBSIDIARIES

NOTES TO SUPPLEMENTAL CONSOLIDATED FINANCIAL STATEMENTS

March 31, 1999, 1998 and 1997

(1) Summary of Significant Accounting Policies

(a) Description of Business

Acxiom Corporation ("Acxiom" or the "Company") provides information management solutions using customer, consumer and business data, primarily for marketing applications. Business segments of the Company provide list services, data warehousing, consulting, data content, fulfillment services, and outsourcing and facilities management services primarily in the United States (U.S.) and United Kingdom (U.K.).

(b) Basis of Presentation and Principles of Consolidation

The supplemental consolidated financial statements give retroactive effect to the merger of Acxiom Corporation and Computer Graphics of Arizona, Inc. on May 28, 1999, which has been accounted for as a pooling of interests as described in Note 2 to the supplemental consolidated financial statements. Generally accepted accounting principles proscribe giving effect to a consummated business combination accounted for by the pooling-of-interests method in financial statements that do not include the date of consummation. These financial statements do not extend through the date of consummation. However, they will become the historical consolidated financial statements of Acxiom Corporation and subsidiaries after financial statements covering the date of consummation of the business combination are issued.

The supplemental consolidated financial statements include the accounts of the Company and its subsidiaries. All significant intercompany balances and transactions have been eliminated in consolidation. Investments in 20% to 50% owned entities are accounted for using the equity method and investments in less than 20% owned entities are accounted for at cost.

(c) Use of Estimates

Management of the Company has made a number of estimates and assumptions relating to the reporting of assets and liabilities and the disclosure of contingent assets and liabilities to prepare these supplemental consolidated financial statements in conformity with generally accepted accounting principles. Actual results could differ from those estimates.

(d) Marketable Securities

Marketable securities are stated at cost which approximates fair market value; gains and losses are recognized in the period realized. The Company has classified its securities as available for sale.

(e) Accounts Receivable

Financial instruments which potentially subject the Company to concentrations of credit risk consist primarily of trade accounts receivable. The Company's receivables are from a large number of customers. Accordingly, the Company's credit risk is affected by general economic conditions. Although the Company has several large individual customers, concentrations of credit risk are limited because of the diversity of the Company's customers.

Trade accounts receivable are presented net of allowances for doubtful accounts and credits of \$5.6 million and \$3.8 million in 1999 and 1998, respectively.

(f) Property and Equipment

Property and equipment are stated at cost. Depreciation and amortization are calculated on the straight-line method over the estimated useful lives of the assets as follows: buildings and improvements, 5-31.5 years; office furniture and equipment, 3-12 years; and data processing equipment, 2-10 years.

Property held under capitalized lease arrangements is included in property and equipment, and the associated liabilities are included with long-term debt. Property and equipment taken out of service and held for sale is recorded at net realizable value and depreciation is ceased.

NOTES TO SUPPLEMENTAL CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

(g) Software and Research and Development Costs

Capitalized and purchased software costs are amortized on a straight-line basis over the remaining estimated economic life of the product, or the amortization that would be recorded by using the ratio of gross revenues for a product to total current and anticipated future gross revenues for that product, whichever is greater. Research and development costs incurred prior to establishing technological feasibility of software products are charged to operations as incurred.

(h) Excess of Cost Over Fair Value of Net Assets Acquired

The excess of acquisition costs over the fair values of net assets acquired in business combinations treated as purchase transactions ("goodwill") is being amortized on a straight-line basis over 15 to 40 years from acquisition dates. The Company periodically evaluates the existence of goodwill impairment on the basis of whether the goodwill is fully recoverable from the projected, undiscounted net cash flows of the related business unit. The amount of goodwill impairment, if any, is measured based on projected discounted future operating cash flows using a discount rate reflecting the Company's average cost of funds. The assessment of the recoverability of goodwill will be impacted if estimated future operating cash flows are not achieved.

(i) Revenue Recognition

Revenue from services, including consulting, list processing and data warehousing, and from information technology outsourcing services, including facilities management contracts, are recognized as services are performed. In the case of long-term outsourcing contracts, capital expenditures incurred in connection with the contract are capitalized and amortized over the term of the contract whereby profit is recognized under the contracts at a consistent rate of margin as services are performed under the contract. In certain outsourcing contracts, additional revenue is recognized based upon attaining certain annual margin improvements or cost savings over performance benchmarks as specified in the contracts. Such additional revenue is recognized when it is determinable that such benchmarks have been met.

Revenue from sales and licensing of software and data are recognized when the software and data are delivered, the fee for such data is fixed or determinable, and collectibility of such fee is probable. Software and data file maintenance is recognized over the term of the agreements. In the case of multiple-element software and data arrangements, revenue is allocated to the respective elements based upon their relative fair values. Billed but unearned portions of revenue are deferred.

(j) Income Taxes

The Company and its domestic subsidiaries file a consolidated Federal income tax return. The Company's foreign subsidiaries file separate income tax returns in the countries in which their operations are based.

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

(k) Foreign Currency Translation

The balance sheets of the Company's foreign subsidiaries are translated at year-end rates of exchange, and the statements of earnings are translated at the weighted average exchange rate for the period. Gains or losses

ACXIOM CORPORATION AND SUBSIDIARIES

NOTES TO SUPPLEMENTAL CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

resulting from translating foreign currency financial statements are included in accumulated other comprehensive income (loss) in the statement of stockholders' equity.

(1) Earnings Per Share

A reconciliation of the numerator and denominator of basic and diluted earnings (loss) per share is shown below (in thousands, except per share amounts):

	1999	1998	1997
	-----	-----	-----
Basic earnings per share:			
Numerator-net earnings (loss).....	\$(15,142)	\$47,155	\$38,944
	=====	=====	=====
Denominator-weighted average shares outstanding.....	77,840	74,070	71,150
	=====	=====	=====
Earnings (loss) per share.....	\$ (.19)	\$.64	\$.55
	=====	=====	=====
Diluted earnings per share:			
Numerator:			
Net earnings (loss).....	\$(15,142)	\$47,155	\$38,944
Interest expense on convertible debt (net of tax effect).....	--	465	445
	-----	-----	-----
	\$(15,142)	\$47,620	\$39,389
	=====	=====	=====
Denominator:			
Weighted average shares outstanding.....	77,840	74,070	71,150
Effect of common stock options.....	--	3,593	3,782
Effect of common stock warrant.....	--	3,015	3,004
Convertible debt.....	--	2,102	2,000
	-----	-----	-----
	77,840	82,780	79,936
	=====	=====	=====
Earnings (loss) per share.....	\$ (.19)	\$.58	\$.49
	=====	=====	=====

All potentially dilutive securities were excluded from the above calculations for the year ended March 31, 1999 because they were antidilutive. The equivalent share effects of common stock options and warrants which were excluded were 5,632. Potentially dilutive shares related to the convertible debt which were excluded were 7,783. Also, interest expense on the convertible debt (net of income tax effect) excluded in computing diluted loss per share was \$4,257.

Options to purchase shares of common stock that were outstanding during 1999, 1998 and 1997 but were not included in the computation of diluted earnings (loss) per share because the option exercise price was greater than the average market price of the common shares are shown below (in thousands, except per share amounts):

	1999	1998	1997
	-----	-----	-----
Number of shares under option.	1,491	2,176	1,432
Range of exercise prices.....	\$24.24-\$54.00	\$15.94-\$35.92	\$18.61-\$35.00

(m) Impairment of Long-Lived Assets and Long-Lived Assets to Be Disposed Of

Long-lived assets and certain identifiable intangibles are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by

the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell.

ACXIOM CORPORATION AND SUBSIDIARIES

NOTES TO SUPPLEMENTAL CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

(n)Cash and Cash Equivalents

The Company considers all highly liquid debt instruments with original maturities of three months or less to be cash equivalents.

(o)Reclassifications

To conform to the 1999 presentation, certain accounts for 1998 and 1997 have been reclassified. The reclassifications had no effect on net earnings for 1998 and 1997.

(2) Acquisitions

On May 28, 1999, the Company completed the acquisition of Computer Graphics of Arizona, Inc. ("Computer Graphics") and all of its affiliated companies in a stock-for-stock merger. The Company issued 1,871,343 shares of its common stock in exchange for all outstanding common stock of Computer Graphics. Computer Graphics, a privately held enterprise headquartered in Phoenix, Arizona, is a computer service business principally serving financial services direct marketers. The acquisition was accounted for as a pooling of interests, and, accordingly, the consolidated financial statements for periods prior to the combination have been restated to include the accounts and results of operations of Computer Graphics.

Effective January 1, 1999, the Company acquired three database marketing units from Deluxe Corporation ("Deluxe"). The purchase price was \$23.6 million, of which \$18.0 million was paid in cash at closing and the remainder was paid in April 1999. Deluxe's results of operations are included in the Company's consolidated results of operations beginning January 1, 1999. This acquisition was accounted for as a purchase. The excess of cost over net assets acquired of \$21.9 million is being amortized using the straight-line method over 15 years. The pro forma effect of the acquisition is not material to the Company's consolidated results of operations for the periods reported.

On September 17, 1998, the Company issued 20,858,923 shares of its common stock in exchange for all outstanding capital stock of May & Speh, Inc. ("May & Speh"). Additionally, the Company assumed all of the outstanding options granted under May & Speh's stock option plans with the result that 4,289,202 shares of the Company's common stock became subject to issuance upon exercise of such options. This business combination has been accounted for as a pooling of interests and, accordingly, the consolidated financial statements for periods prior to the combination have been restated to include the accounts and results of operations of May & Speh.

The results of operations previously reported by Acxiom, May & Speh and Computer Graphics and the combined amounts presented in the accompanying supplemental consolidated financial statements are summarized below.

	1999	1998	1997
	-----	-----	-----
Revenue:			
Acxiom.....	\$729,984	\$465,065	\$402,016
May & Speh.....	--	103,955	77,223
Computer Graphics.....	24,073	23,309	19,993
	-----	-----	-----
Combined.....	\$754,057	\$592,329	\$499,232
	=====	=====	=====
Net earnings (loss):			
Acxiom.....	\$(16,430)	\$ 35,597	\$ 27,512
May & Speh.....	--	10,458	10,223
Computer Graphics.....	1,288	1,100	1,209
	-----	-----	-----
Combined.....	\$(15,142)	\$ 47,155	\$ 38,944
	=====	=====	=====

ACXIOM CORPORATION AND SUBSIDIARIES

NOTES TO SUPPLEMENTAL CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

Included in the statement of operations for the year ended March 31, 1999 are revenue of \$66.6 million and net earnings of \$9.3 million for May & Speh for the period from April 1, 1998 to September 17, 1998.

Prior to the combination, May & Speh's fiscal year ended September 30. In recording the pooling-of-interests combination, May & Speh's consolidated financial statements as of and for the year ended March 31, 1998 were combined with Acxiom's consolidated financial statements for the same period and May & Speh's consolidated financial statements as of and for the year ended September 30, 1996 were combined with Acxiom's consolidated financial statements as of and for the year ended March 31, 1997. May & Speh's unaudited consolidated results of operations for the six months ended March 31, 1997 included revenue of \$42.9 million and net earnings of \$4.3 million. An adjustment has been made to retained earnings as of March 31, 1997 to record the net earnings of May & Speh for the six months ended March 31, 1997.

During the year ended March 31, 1999, the Company recorded special charges totaling \$118.7 million related to merger and integration charges associated with the May & Speh merger and the write down of other impaired assets. The charges consisted of approximately \$10.7 million of transaction costs to be paid to investment bankers, accountants, and attorneys; \$8.1 million in associate-related reserves, principally employment contract termination costs and severance costs; \$48.5 million in contract termination costs; \$11.5 million for the write down of software; \$29.3 million for the write down of property and equipment; \$7.8 million for the write down of goodwill and other assets; and \$2.8 million in other write downs and accruals.

The transaction costs are fees which were incurred as a direct result of the merger transaction. The associate-related reserves include 1) payments to be made under a previously existing employment agreement with one terminated May & Speh executive in the amount of \$3.5 million, 2) payments to be made under previously existing employment agreements with seven May & Speh executives who are remaining with Acxiom, but are entitled to payments totaling \$3.6 million due to the termination of their employment agreements, and 3) involuntary termination benefits aggregating \$1.0 million to seven May & Speh and Company employees whose positions have been or will be eliminated. One of the seven positions, for which \$0.7 million was accrued, was not related to the May & Speh merger, but related to a Company associate whose position was eliminated as a result of the closure of the Company's New Jersey business location. As of March 31, 1999, one of the seven associates has been terminated.

The contract termination costs are costs which have been incurred to terminate duplicative software contracts. The amounts recorded represent cash payments which the Company has made or will make to the software vendors to terminate existing May & Speh agreements.

For all other write downs and costs, the Company performed an analysis as required under Statement of Financial Accounting Standards ("SFAS") No. 121 to determine whether and to what extent any assets were impaired as a result of the merger. The analysis included estimating expected future cash flows from each of the assets which were expected to be held and used by the Company. These expected cash flows were compared to the carrying amount of each asset to determine whether an impairment existed. If an impairment was indicated, the asset was written down to its fair value. Quoted market prices were used to estimate fair value when market prices were available. In cases where quoted prices were not available, the Company estimated fair value using internal valuation sources. In the case of assets to be disposed of, the Company compared the carrying value of the asset to its estimated fair value, and if an impairment was indicated, wrote the asset down to its estimated fair value.

Approximately \$110.1 million of the charge was for duplicative assets or costs directly attributable to the May & Speh merger. The remaining \$8.6 million related to other impaired assets which were impaired during

ACXIOM CORPORATION AND SUBSIDIARIES

NOTES TO SUPPLEMENTAL CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

the year, primarily \$5.7 million related to goodwill and shut-down costs associated with the closing of certain business locations in New Jersey, Malaysia, and the Netherlands. Special charges in 1998 relate to employee severance payments made to former May & Speh executives.

The following table shows the balances which were initially accrued as of September 30, 1998, and the changes in those balances during the remainder of the year ended March 31, 1999 (dollars in thousands):

	September 30, 1998	Additions	Payments	March 31, 1999
Transaction costs.....	\$ 9,163	--	\$ 9,163	--
Associate-related reserves.....	6,783	\$1,375	3,804	\$ 4,354
Contract termination costs.....	40,500	--	13,500	27,000
Other accruals.....	3,745	--	1,918	1,827
	-----	-----	-----	-----
	\$60,191	\$1,375	\$28,385	\$33,181
	=====	=====	=====	=====

The associate-related reserves and contract termination costs will be substantially paid out during fiscal 2000. The other accruals will be paid out over periods ranging up to five years.

Effective May 1, 1998, May & Speh acquired substantially all of the assets of SIGMA Marketing Group, Inc. ("Sigma"), a full-service database marketing company headquartered in Rochester, New York. Under the terms of the agreement, May & Speh paid \$15 million at closing for substantially all of Sigma's assets, and will pay the former owners up to an additional \$6 million, the substantial portion of which is contingent on certain operating objectives being met. Sigma's former owners were also issued warrants to acquire 276,800 shares of the Company's common stock at a price of \$17.50 per share in connection with the transaction. Sigma's results of operations are included in the Company's consolidated results of operations beginning May 1, 1998. This acquisition was accounted for as a purchase. The excess of cost over net assets acquired of \$23.2 million is being amortized using the straight-line method over 20 years. The pro forma effect of the acquisition is not material to the Company's consolidated results of operations for the periods reported.

Effective April 1, 1998, the Company purchased the outstanding stock of Normadress, a French company located in Paris. Normadress provides database and direct marketing services to its customers. The purchase price was 20 million French Francs (approximately \$3.4 million) in cash and other additional cash consideration of which approximately \$900,000 is guaranteed and the remainder is based on the future performance of Normadress. Normadress' results of operations are included in the Company's consolidated results of operations beginning April 1, 1998. This acquisition was accounted for as a purchase. The excess of cost over net assets acquired of \$5.7 million is being amortized using the straight-line method over 20 years. The pro forma effect of the acquisition is not material to the Company's consolidated results of operations for the periods reported.

Effective October 1, 1997, the Company acquired 100% ownership of MultiNational Concepts, Ltd. ("MultiNational") and Catalog Marketing Services, Inc. (d/b/a Shop the World by Mail), entities under common control (collectively "STW"). Total consideration was \$4.6 million (net of cash acquired) and other cash consideration based on the future performance of STW. MultiNational, headquartered in Hoboken, New Jersey, is an international mailing list and database maintenance provider for consumer catalogers interested in developing foreign markets. Shop the World by Mail, headquartered in Sarasota, Florida, provides cooperative customer acquisition programs, and also produces an international catalog of catalogs whereby end-customers in over 60 countries can order catalogs from around the world.

Also effective October 1, 1997, the Company acquired Buckley Dement, L.P. and its affiliated company, KM Lists, Incorporated (collectively "Buckley Dement"). Buckley Dement, headquartered in Skokie, Illinois,

ACXIOM CORPORATION AND SUBSIDIARIES

NOTES TO SUPPLEMENTAL CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

provides list brokerage, list management, promotional mailing and fulfillment, and merchandise order processing to pharmaceutical, health care, and other commercial customers. Total consideration was \$14.2 million (net of cash acquired) and other cash consideration based on the future performance of Buckley Dement.

Both the Buckley Dement and STW acquisitions are accounted for as purchases and their operating results are included with the Company's results beginning October 1, 1997. The purchase price for the two acquisitions exceeded the fair value of net assets acquired by \$12.6 million and \$5.2 million for Buckley Dement and STW, respectively. The resulting excess of cost over net assets acquired is being amortized over 20 years. The pro forma effect of the acquisitions are not material to the Company's consolidated results of operations for the periods reported.

On April 9, 1996, the Company issued 3,313,324 shares of its common stock for all of the outstanding common stock and common stock options of Pro CD, Inc., ("Pro CD"). Headquartered in Danvers, Massachusetts, Pro CD is a publisher of reference software on CD-ROM. The business combination was accounted for as a pooling-of-interests. The stockholders' equity and operations of Pro CD were not material in relation to those of the Company. As such, the Company recorded the combination by restating stockholders' equity as of April 1, 1996, without restating prior years' financial statements to reflect the pooling-of-interests. At April 1, 1996 Pro CD's liabilities exceeded its assets by \$1.8 million.

Also in April, 1996, the Company acquired the assets of Direct Media/DMI, Inc. ("DMI") for \$25 million and the assumption of certain liabilities of DMI. The \$25 million purchase price was payable in three years, and could, at DMI's option, be paid in two million shares of Acxiom common stock in lieu of cash plus accrued interest. Subsequent to March 31, 1999, the holder of the convertible note elected to receive the two million shares of the Company's common stock in lieu of cash. Headquartered in Greenwich, Connecticut, DMI provides list brokerage, management and consulting services to business-to-business and consumer list owners and mailers. At April 1, 1996 the liabilities assumed by the Company exceeded the fair value of the net assets acquired from DMI by approximately \$1.0 million. The resulting excess of purchase price over fair value of net assets acquired of \$26.0 million is being amortized over 20 years. The acquisition has been accounted for as a purchase, and accordingly, the results of operations of DMI are included in the consolidated results of operations from the date of its acquisition.

Also subsequent to March 31, 1999, the Company acquired the assets of Horizon Systems, Inc. ("Horizon") for \$16.0 million in cash and common stock of the Company and the assumption of certain liabilities of Horizon, and other cash and stock considerations based on the future performance of Horizon.

(3) Software and Research and Development Costs

The Company recorded amortization expense related to internally developed computer software of \$8.3 million, \$5.9 million and \$5.4 million in 1999, 1998 and 1997, respectively. Additionally, research and development costs of \$17.8 million, \$13.7 million and \$13.0 million were charged to operations during 1999, 1998 and 1997, respectively.

ACXIOM CORPORATION AND SUBSIDIARIES

NOTES TO SUPPLEMENTAL CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

(4) Property and Equipment

Property and equipment is summarized as follows (dollars in thousands):

	1999	1998
	-----	-----
Land.....	\$ 8,224	\$ 8,427
Buildings and improvements.....	92,417	75,969
Office furniture and equipment.....	36,765	24,777
Data processing equipment.....	204,435	194,392
	-----	-----
	341,841	303,565
Less accumulated depreciation and amortization.....	115,460	116,307
	-----	-----
	\$226,381	\$187,258
	=====	=====

(5) Other Assets

Included in other assets are unamortized outsourcing capital expenditure costs in the amount of \$28.4 million and \$25.0 million as of March 31, 1999 and 1998, respectively. Noncurrent receivables from software license, data, and equipment sales are also included in other assets in the amount of \$24.9 million and \$20.3 million as of March 31, 1999 and 1998, respectively. The current portion of such receivables is included in other current assets in the amount of \$24.6 million and \$9.5 million as of March 31, 1999 and 1998, respectively. Certain of the noncurrent receivables have no stated interest rate. In such cases, such receivables have been discounted using an appropriate imputed interest rate based upon the customer, type of agreement, collateral and payment terms. This discount is being recognized into income using the interest method. Also included in other assets are capitalized software license agreements of \$103.5 million and \$19.8 million as of March 31, 1999 and 1998, respectively.

ACXIOM CORPORATION AND SUBSIDIARIES

NOTES TO SUPPLEMENTAL CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

(6) Long-Term Debt

Long-term debt consists of the following (dollars in thousands):

	1999	1998
	-----	-----
5.25% Convertible subordinated notes due 2003.....	\$115,000	\$115,000
Unsecured revolving credit agreement.....	55,384	36,445
6.92% Senior notes due March 30, 2007, payable in annual installments of \$4,286 commencing March 30, 2001; interest is payable semi-annually.....	30,000	30,000
3.12% Convertible note, interest and principal due April 30, 1999; convertible at maturity into two million shares of common stock (note 2).....	25,000	25,000
Capital leases on land, buildings and equipment payable in monthly payments of \$357 of principal and interest; remaining terms of from five to twenty years; interest rates at approximately 8%.....	20,587	22,818
Software license liabilities payable over terms of from five to seven years; effective interest rates at approximately 6%.....	76,748	10,949
8.5% unsecured term loan; quarterly principal payments of \$200 plus interest with the balance due in 2003...	9,000	9,800
9.75% Senior notes, due May 1, 2000, payable in annual installments of \$2,143 each May 1; interest is payable semi-annually.....	4,286	6,429
ESOP loan (note 11).....	--	1,782
Other capital leases, debt and long-term liabilities..	12,573	6,483
	-----	-----
Total long-term debt.....	348,578	264,706
Less current installments.....	23,355	10,466
	-----	-----
Long-term debt, excluding current installments.....	\$325,223	\$254,240
	=====	=====

In March 1998, May & Speh completed an offering of \$115 million 5.25% convertible subordinated notes due 2003. The notes are convertible at the option of the holder into shares of the Company's common stock at a conversion price of \$19.89 per share. The notes also are redeemable, in whole or in part, at the option of the Company at any time on or after April 3, 2001. The total net proceeds to the Company were approximately \$110.8 million after deducting underwriting discounts and commissions and estimated offering expenses.

The unsecured revolving credit agreement, which expires January 31, 2003 provides for revolving loans and letters of credit in amounts of up to \$125 million. The terms of the credit agreement provide for interest at the prime rate (or, at other alternative market rates at the Company's option). At March 31, 1999, the effective rate was 6.275%. The agreement requires a commitment fee equal to 3/16 of 1% on the average unused portion of the loan. The Company also has another unsecured line of credit amounting to \$1.5 million of which none was outstanding at March 31, 1999 or 1998. The other unsecured line expires August 31, 1999 and bears interest at approximately the same rate as the revolving credit agreement.

In connection with the construction of the Company's new headquarters building and a new customer service facility in Little Rock, Arkansas, the Company has entered into 50/50 joint ventures with local real estate developers. In each case, the Company is guaranteeing portions of the construction loans for the buildings. The aggregate amount of the guarantees at March 31, 1999 was \$8.2 million. The total cost of the two building projects is expected to be approximately \$19.5 million.

ACXIOM CORPORATION AND SUBSIDIARIES

NOTES TO SUPPLEMENTAL CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

Under the terms of certain of the above borrowings, the Company is required to maintain certain tangible net worth levels and working capital, debt-to-equity and debt service coverage ratios. At March 31, 1999, due to the merger with May & Speh and the special charges booked during the year, the Company was in violation of certain restrictive covenants under the unsecured revolving credit agreement and the 9.75% senior notes. The violations of each of these agreements has been waived by the respective lenders. The violations occurred as a result of the net loss reported by the Company for the quarter ended September 30, 1998. Since these calculations are performed using the latest four quarters' income statements and cash flows, the violation has been waived through the June 30, 1999 quarter. After this date the violations will have been cured since the bulk of the special charges will no longer be included in the 12-month period of the applicable calculations. The aggregate maturities of long-term debt for the five years ending March 31, 2004 are as follows: 2000, \$23.4 million; 2001, \$27.8 million; 2002, \$23.6 million; 2003, \$112.2 million; and 2004, \$132.3 million.

(7) Leases

The Company leases data processing equipment, office furniture and equipment, land and office space under noncancellable operating leases. Future minimum lease payments under noncancellable operating leases for the five years ending March 31, 2004 are as follows: 2000, \$22.9 million; 2001, \$18.0 million; 2002, \$12.0 million; 2003, \$8.9 million; and 2004, \$7.2 million.

Total rental expense on operating leases was \$24.7 million, \$15.2 million and \$18.4 million for the years ended March 31, 1999, 1998 and 1997, respectively.

(8) Stockholders' Equity

The Company has authorized 200 million shares of \$.10 par value common stock and 1 million shares of \$1.00 par value preferred stock. The Board of Directors of the Company may designate the relative rights and preferences of the preferred stock when and if issued. Such rights and preferences could include liquidation preferences, redemption rights, voting rights and dividends and the shares could be issued in multiple series with different rights and preferences. The Company currently has no plans for the issuance of any shares of preferred stock.

On March 29, 1996, May & Speh completed an initial public offering of 3,350,000 shares of its common stock (2,680,000 shares as adjusted for merger with Acxiom) and on April 24, 1996 completed the offering of an additional 1,005,000 shares of common stock (804,000 shares as adjusted) that were subject to an over-allotment granted to the underwriters of the offering. Total net proceeds from the offering were approximately \$43.5 million.

On March 30, 1998, May & Speh also completed an offering of 325,000 shares of its common stock (260,000 shares as adjusted). Total net proceeds were approximately \$3.5 million.

In connection with its data center management agreement entered into in August, 1992 with Trans Union LLC, the Company issued a warrant, which expired on August 31, 2000 and entitled Trans Union to acquire up to 4 million additional shares of newly-issued common stock. The exercise price for the warrant stock was \$3.06 per share through August 31, 1998 and increased \$.25 per share in each of the two years subsequent to August 31, 1998. The warrant was exercised for 4 million shares on August 31, 1998. The Company intends to record \$68.0 million as additional sales discounts on its tax return for the difference in the fair value of the stock on the date the warrant was exercised and the fair value of the warrant on the date the warrant was issued (note 9).

ACXIOM CORPORATION AND SUBSIDIARIES

NOTES TO SUPPLEMENTAL CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

The Company has for its U.S. employees a Key Employee Stock Option Plan ("Plan") for which 15.2 million shares of the Company's common stock have been reserved. The Company has for its U.K. employees a U.K. Share Option Scheme ("Scheme") for which 1.6 million shares of the Company's common stock have been reserved. These plans provide that the option price, as determined by the Board of Directors, will be at least the fair market value at the time of the grant. The term of nonqualified options is also determined by the Board of Directors. Incentive options granted under the plans must be exercised within 10 years after the date of the option. At March 31, 1999, 3,427,678 shares and 822,763 shares are available for future grants under the Plan and the Scheme, respectively.

May & Speh had options outstanding under two separate plans at March 31, 1998. Generally, such options vest and become exercisable in five equal annual increments beginning one year after the issue date and expire 10 years after the issue date except in the event of change in control of May & Speh all options become fully vested and exercisable. Pursuant to the merger, the Company assumed all of the currently outstanding options granted under the May & Speh plans with the result that shares of the Company's common stock become subject to issuance upon exercise of such options.

Activity in stock options was as follows:

	Number of shares	Weighted average price per share	Number of shares exercisable
	-----	-----	-----
Outstanding at March 31, 1996.....	9,509,746	\$ 7.18	3,467,728
Granted.....	1,300,811	17.29	
Pro CD acquisition (note 2).....	294,132	1.76	
Exercised.....	(835,369)	2.41	
Terminated.....	(93,255)	7.29	

Outstanding at March 31, 1997.....	10,176,065	8.31	3,974,265
May & Speh acquisition (note 2).....	217,440	16.89	
Granted.....	2,143,176	14.88	
Exercised.....	(977,511)	3.86	
Terminated.....	(157,190)	11.89	

Outstanding at March 31, 1998	11,401,980	9.63	5,316,861
Granted.....	1,066,891	27.82	
Exercised.....	(937,411)	6.95	
Terminated.....	(115,462)	12.96	

Outstanding at March 31, 1999.....	11,415,998	12.19	7,913,294
	=====		

ACXIOM CORPORATION AND SUBSIDIARIES

NOTES TO SUPPLEMENTAL CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

The per share weighted-average fair value of stock options granted during fiscal 1999, 1998 and 1997 was \$13.43, \$9.91 and \$8.61, respectively, on the date of grant using the Black-Scholes option pricing model with the following weighted-average assumptions: Dividend yield of 0% for 1999, 1998 and 1997; risk-free interest rate of 5.44% in 1999, 6.79% in 1998, 6.71% in 1997; expected option life of 10 years for 1999, 1998 and 1997; and expected volatility of 40.48% in 1999, 38.69% in 1998 and 34.85% in 1997.

Following is a summary of stock options outstanding as of March 31, 1999:

Range of exercise prices	Options outstanding			Options exercisable	
	Options outstanding	Weighted average remaining contractual life	Weighted average exercise per share	Options exercisable	Weighted average exercise per share
\$ 1.38 - 2.54	1,239,220	6.33 years	\$ 2.19	1,148,996	\$ 2.23
2.56 - 3.13	1,367,719	4.81 years	2.83	1,190,833	2.79
3.37 - 6.25	2,261,009	5.06 years	5.42	1,616,736	5.29
7.43 - 11.75	1,372,414	6.76 years	10.37	1,146,462	10.44
11.82 - 15.63	1,265,951	7.32 years	13.88	949,646	13.98
15.69 - 18.13	1,350,611	10.67 years	16.55	1,168,925	16.47
18.38 - 24.81	1,849,793	8.21 years	22.54	550,589	22.33
24.84 - 51.97	677,947	13.11 years	33.61	141,107	27.64
52.05 - 54.00	31,334	14.61 years	52.08	--	--
	11,415,998	7.30 years	\$12.19	7,913,294	\$ 9.49

The Company applies the provisions of Accounting Principles Board Opinion No. 25 and related interpretations in accounting for the stock based compensation plans. Accordingly, no compensation cost has been recognized by the Company in the accompanying consolidated statements of operations for any of the fixed stock options granted. Had compensation cost for options granted been determined on the basis of the fair value of the awards at the date of grant, consistent with the methodology prescribed by SFAS No. 123, the Company's net earnings (loss) would have been reduced/increased to the following pro forma amounts for the years ended March 31 (dollars in thousands, except per share amounts):

		1999	1998	1997
Net earnings (loss).....	As reported	\$(15,142)	\$47,155	\$38,944
	Pro forma	(32,302)	40,725	37,881
Basic earnings (loss) per share.....	As reported	(.19)	.64	.55
	Pro forma	(.41)	.55	.53
Diluted earnings (loss) per share.....	As reported	(.19)	.58	.49
	Pro forma	(.41)	.50	.48

Pro forma net earnings (loss) reflect only options granted after fiscal 1995. Therefore, the full impact of calculating compensation cost for stock options under SFAS No. 123 is not reflected in the pro forma net earnings amounts presented above because compensation cost is reflected over the options' vesting period of 8-9 years and compensation cost for options granted prior to April 1, 1995 is not considered.

The Company maintains an employee stock purchase plan which provides for the purchase of shares of common stock at 85% of the market price. There were 129,741, 125,151 and 110,332 shares purchased under the plan during the years ended March 31, 1999, 1998 and 1997, respectively.

ACXIOM CORPORATION AND SUBSIDIARIES

NOTES TO SUPPLEMENTAL CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

(9) Income Taxes

Total income tax expense (benefit) was allocated as follows (dollars in thousands):

	1999	1998	1997
	-----	-----	-----
Income from operations.....	\$ 2,843	\$28,065	\$23,605
Stockholders' equity, for expenses for tax purposes in excess of amounts recognized for financial reporting purposes:			
Compensation.....	(9,178)	(2,763)	(2,232)
Sale discounts (note 8).....	(27,215)	--	--
	-----	-----	-----
	\$(33,550)	\$25,302	\$21,373
	=====	=====	=====

Income tax expense (benefit) attributable to earnings (loss) from operations consists of (dollars in thousands):

	1999	1998	1997
	-----	-----	-----
Current expense:			
Federal.....	\$ 18,285	\$12,889	\$13,714
Foreign.....	1,165	1,206	83
State.....	7,247	1,827	1,645
	-----	-----	-----
	26,697	15,922	15,442
Deferred expense (benefit):			
Federal.....	(14,780)	9,792	5,979
Foreign.....	(248)	23	687
State.....	(8,826)	2,328	1,497
	-----	-----	-----
	(23,854)	12,143	8,163
	-----	-----	-----
Total tax expense.....	\$ 2,843	\$28,065	\$23,605
	=====	=====	=====

The actual income tax expense (benefit) attributable to earnings (loss) from operations differs from the expected tax expense (benefit) (computed by applying the U.S. Federal corporate tax rate of 35% to earnings (loss) before income taxes) as follows (dollars in thousands):

	1999	1998	1997
	-----	-----	-----
Computed expected tax expense (benefit).....	\$(4,305)	\$26,327	\$21,892
Increase (reduction) in income taxes resulting from:			
Nondeductible merger and integration expenses.....	7,836	--	--
State income taxes, net of Federal income tax benefit.....	(1,026)	2,701	2,042
Research and experimentation credits.....	(265)	(715)	(683)
Other.....	603	(248)	354
	-----	-----	-----
	\$ 2,843	\$28,065	\$23,605
	=====	=====	=====

ACXIOM CORPORATION AND SUBSIDIARIES

NOTES TO SUPPLEMENTAL CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and liabilities at March 31, 1999 and 1998 are presented below (dollars in thousands).

	1999	1998
	-----	-----
Deferred tax assets:		
Accrued expenses not currently deductible for tax purposes.....	\$ 20,633	\$ 2,150
Investments, principally due to differences in basis for tax and financial reporting purposes....	328	676
Net operating loss carryforwards.....	7,986	--
Other.....	1,696	846
	-----	-----
Total deferred tax assets.....	30,643	3,672
	-----	-----
Deferred tax liabilities:		
Property and equipment, principally due to differences in depreciation.....	(12,887)	(11,099)
Intangible assets, principally due to differences in amortization.....	(3,624)	(2,212)
Capitalized software and other costs expensed as incurred for tax purposes.....	(20,501)	(20,618)
Installment sale gains for tax purposes.....	(1,877)	(1,843)
	-----	-----
Total deferred tax liabilities.....	(38,889)	(35,772)
	-----	-----
Net deferred tax liability.....	\$ (8,246)	\$(32,100)
	=====	=====

At March 31, 1999, the Company had available tax benefits associated with state tax operating loss carryforwards of \$45.7 million which expire annually in varying amounts to 2014. The deferred tax effect of such carryforwards are included above.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Based upon the Company's history of substantial profitability and taxable income and its utilization of tax planning strategies, management believes it is more likely than not that the Company will realize the benefits of these deductible differences, net of any valuation allowances.

(10) Related Party Transactions

The Company leases certain equipment from a business partially owned by an officer. Rent expense under these leases was approximately \$797,000 during the years ended March 31, 1999, 1998 and 1997, respectively. Under the terms of the lease in effect at March 31, 1999 the Company will make monthly lease payments of \$66,000 through December, 2001. The Company has agreed to pay the difference, if any, between the sales price of the equipment and 70 percent of the lessor's related loan balance (approximately \$5.0 million at March 31, 1999) should the Company elect to exercise its early termination rights or not extend the lease beyond its initial five year term and the lessor sells the equipment as a result thereof.

(11) Retirement Plans

The Company has a retirement savings plan which covers substantially all domestic employees. The Company also offers a supplemental non-qualified deferred compensation plan for certain management

ACXIOM CORPORATION AND SUBSIDIARIES

NOTES TO SUPPLEMENTAL CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

employees. The Company matches 50% of the employee's salary deferred contributions under both plans up to 6% annually and may contribute additional amounts to the plans from the Company's earnings at the discretion of the Board of Directors.

Effective October 1, 1988, May & Speh established the May & Speh, Inc. Employee Stock Ownership Plan ("ESOP") for the benefit of substantially all of its employees. May & Speh borrowed \$22,500,000 from a bank ("ESOP Loan") and loaned the proceeds to the ESOP for the purpose of providing the ESOP sufficient funds to purchase 9,887,340 shares of May & Speh's common stock at \$2.28 per share. The terms of the ESOP agreement required May & Speh to make minimum contributions sufficient to meet the ESOP's debt service obligations. During the year ended March 31, 1999, the ESOP loan was paid in full and the ESOP was merged into the Company's retirement savings plan.

Company contributions for the above plans amounted to approximately \$4.8 million, \$4.3 million and \$3.9 million in 1999, 1998 and 1997, respectively.

(12) Major Customers

In 1999 and 1998, the Company had one major customer who accounted for more than 10% of revenue, and in 1997, the Company had two major customers who accounted for more than 10% of revenue. Allstate Insurance Company ("Allstate") accounted for revenue of \$82.2 million (10.9%), \$74.7 million (12.6%) and \$67.7 million (13.6%) in 1999, 1998 and 1997, respectively, and Trans Union accounted for revenue of \$56.6 million (11.3%) in 1997. At March 31, 1999, accounts receivable from Allstate was \$12.0 million.

(13) Foreign Operations

Foreign operations are conducted primarily in the United Kingdom. The following table shows financial information by geographic area for the years 1999, 1998 and 1997 (dollars in thousands).

	United States	Foreign	Consolidated
	-----	-----	-----
1999:			
Revenue.....	\$712,907	\$41,150	\$754,057
Long-lived assets.....	454,631	10,687	465,318
	=====	=====	=====
1998:			
Revenue.....	557,683	34,646	592,329
Long-lived assets.....	305,219	7,860	313,079
	=====	=====	=====
1997:			
Revenue.....	470,812	28,420	499,232
Long-lived assets.....	207,717	6,106	213,823
	=====	=====	=====

(14) Contingencies

The Company is involved in various claims and legal actions in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the Company's consolidated financial position or its expected future consolidated results of operations.

(15) Dispositions

Effective August 22, 1997, the Company sold certain assets of its Pro CD subsidiary to a wholly-owned subsidiary of American Business Information, Inc. ("ABI"). ABI is now known as infoUSA, Inc. ABI

ACXIOM CORPORATION AND SUBSIDIARIES

NOTES TO SUPPLEMENTAL CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

acquired the retail and direct marketing operations of Pro CD, along with compiled telephone book data for aggregate cash proceeds of \$18.0 million, which included consideration for a compiled telephone book data license. The Company also entered into a data license agreement with ABI under which the Company will pay ABI \$8.0 million over a two-year period, and a technology and data license agreement under which ABI will pay the Company \$8.0 million over a two-year period. In conjunction with the sale to ABI, the Company also recorded certain valuation and contingency reserves. Included in other income for the year ended March 31, 1998 is the gain on disposal related to this transaction of \$855,000.

(16) Fair Value of Financial Instruments

The following methods and assumptions were used to estimate the fair value of each class of financial instruments for which it is practicable to estimate that value.

Cash and cash equivalents, marketable securities, trade receivables, short-term borrowings, and trade payables--The carrying amount approximates fair value because of the short maturity of these instruments.

Long-term debt--The interest rate on the revolving credit agreement is adjusted for changes in market rates and therefore the carrying value of the credit agreement approximates fair value. The estimated fair value of other long-term debt was determined based upon the present value of the expected cash flows considering expected maturities and using interest rates currently available to the Company for long-term borrowings with similar terms. At March 31, 1999 the estimated fair value of long-term debt approximates its carrying value.

(17) Segment Information

SFAS No. 131 "Disclosures about Segments of an Enterprise and Related Information" ("SFAS 131") requires reporting segment information consistent with the way management internally disaggregates an entity's operations to assess performance and to allocate resources. As required, the Company adopted the provisions of SFAS 131 in its fiscal 1999 consolidated financial statements and has presented its prior-year segment information to conform to SFAS 131's requirements.

The Company's business segments consist of Services, Data Products, and Information Technology Management. The Services segment substantially consists of consulting, database and data warehousing and list processing services. The Data Products segment includes all of the Company's data content products. Information Technology Management includes information technology outsourcing and facilities management for data center management, network management, client server management and other complementary information technology services. The Company evaluates performance of the segments based on segment operating income, which excludes special charges. The Company accounts for sales of certain data products as revenue in both the Data Products segment and revenue of the Services segment which billed the customer. The duplicate revenues are eliminated in consolidation.

ACXIOM CORPORATION AND SUBSIDIARIES

NOTES TO SUPPLEMENTAL CONSOLIDATED FINANCIAL STATEMENTS--(Concluded)

The following tables present information by business segment (dollars in thousands):

	1999	1998	1997
Services.....	\$444,020	\$331,713	\$274,751
Data Products.....	186,706	155,206	135,449
Information Technology Management.....	164,453	128,366	109,497
Intercompany eliminations.....	(41,122)	(22,956)	(20,465)
Total revenue.....	\$754,057	\$592,329	\$499,232
Services.....	\$ 90,776	\$ 55,302	\$ 46,453
Data Products.....	15,370	15,664	8,878
Information Technology Management.....	34,820	25,808	27,443
Intercompany eliminations.....	(20,771)	(11,942)	(11,639)
Corporate and other.....	(121,579)	(3,923)	(2,929)
Income (loss) from operations.....	\$ (1,384)	\$ 80,909	\$ 68,206
Services.....	\$ 24,360	\$ 17,901	\$ 7,900
Data Products.....	19,214	12,660	8,861
Information Technology Management.....	20,039	16,547	14,046
Corporate and other.....	484	2,700	4,833
Depreciation and amortization.....	\$ 64,097	\$ 49,808	\$ 35,640

	March 31,	
	1999	1998
Services.....	\$427,210	\$228,115
Data Products.....	167,111	130,704
Information Technology Management.....	238,164	172,834
Corporate and other.....	57,315	149,981
Total assets.....	\$889,800	\$681,634

(18) Selected Quarterly Financial Data (Unaudited)

The table below sets forth selected financial information for each quarter of the last two years (dollars in thousands, except per share amounts):

	1st quarter	2nd quarter	3rd quarter	4th quarter
1999:				
Revenue.....	\$164,512	\$180,030	\$193,910	\$215,605
Income (loss) from operations.....	20,321	(82,707)	25,958	35,044
Net earnings (loss).....	11,737	(60,548)	14,038	19,631
Basic earnings (loss) per share.....	.16	(.79)	.18	.25
Diluted earnings (loss) per share.....	.14	(.79)	.16	.22
1998:				
Revenue.....	\$129,390	\$141,739	\$152,892	\$168,308
Income from operations.....	15,006	21,000	20,825	24,078
Net earnings.....	8,265	12,575	12,074	14,241
Basic earnings per share.....	.11	.17	.16	.19
Diluted earnings per share.....	.10	.15	.15	.17

ACXIOM CORPORATION AND SUBSIDIARIES

SCHEDULE OF VALUATION AND QUALIFYING ACCOUNTS
 Years ended March 31, 1999, 1998 and 1997
 (In thousands)

	Balance at beginning of period	Additions charged to costs and expenses	Other additions (note)	Bad debts written off	Bad debts recovered	Balance at end of period
1999:						
Allowance for doubtful accounts, returns and credits.....	\$3,847	2,373	710	2,026	715	\$5,619
	=====	=====	=====	=====	=====	=====
1998:						
Allowance for doubtful accounts, returns and credits.....	\$4,898	3,105	224	4,777	397	\$3,847
	=====	=====	=====	=====	=====	=====
1997:						
Allowance for doubtful accounts, returns and credits.....	\$2,402	4,496	4,800	7,044	238	\$4,898
	=====	=====	=====	=====	=====	=====

Note--Other additions represent the valuation accounts acquired in connection with business combinations.

[ACXIOM LOGO]

PROSPECTUS

ABN AMRO Rothschild
a division of ABN AMRO Incorporated

Merrill Lynch & Co.

Salomon Smith Barney

William Blair & Company

PaineWebber Incorporated

Robert W. Baird & Co.
Incorporated

Stephens Inc.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution.

Securities and Exchange Commission registration fee.....	\$ 19,228
National Association of Securities Dealers, Inc. fee.....	18,762
Nasdaq Stock Market listing fee.....	17,500
Printing expenses.....	100,000*
Legal fees and expenses.....	85,000*
Auditors' fees and expenses.....	60,000*
Transfer Agent and Registrar fees.....	2,500
Miscellaneous expenses.....	7,010

TOTAL.....	\$310,000
	=====

* Estimated

Item 15. Indemnification of Directors and Officers.

Exculpation. Section 102(b)(7) of the Delaware General Corporation Law permits a corporation to include in its certificate of incorporation a provision eliminating or limiting the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that such provision may not eliminate or limit the liability of a director for any breach of the director's duty of loyalty to the corporation or its stockholders, for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, for any unlawful payment of dividends or unlawful stock purchase or redemption, or for any transaction from which the director derived an improper personal benefit.

The Acxiom Certificate of Incorporation provides that, to the fullest extent permitted by Delaware corporate law, a director shall not be liable to Acxiom and its stockholders for monetary damages for a breach of fiduciary duty as a director.

Indemnification. Section 145 of the Delaware General Corporation Law permits a corporation to indemnify any of its directors or officers who was or is a party or is threatened to be made a party to any third party proceeding by reason of the fact that such person is or was a director or officer of the corporation, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such person's conduct was unlawful. In a derivative action, i.e., one by or in the right of a corporation, the corporation is permitted to indemnify any of its directors or officers against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person shall have been adjudged liable to the corporation, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that such person is fairly and reasonably entitled to indemnity for such expenses despite such adjudication of liability.

The Acxiom Certificate of Incorporation provides for indemnification of directors and officers of Acxiom against liability they may incur in their capacities as and to the extent authorized by Delaware corporate law.

Insurance. Acxiom has in effect directors' and officers' liability insurance and fiduciary liability insurance. The fiduciary liability insurance covers actions of directors and officers as well as other employees with fiduciary responsibilities under ERISA.

Item 16. Exhibits.

Number -----	Description -----
1	Form of Underwriting Agreement
*3.1	Amended and Restated Certificate of Incorporation of the Registrant (previously filed as Exhibit 3(i) to Acxiom's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 1996, Commission File No. 0-13163, and incorporated herein by reference).
*3.2	Amended and Restated Bylaws of the Registrant (previously filed as Exhibit 3(b) to Acxiom's Annual Report on Form 10-K for the fiscal year ended March 31, 1991, Commission File No. 0-13163, and incorporated herein by reference).
*4.1	Specimen Common Stock Certificate (previously filed as Exhibit 4.1 to the Registrant's Registration Statement on Form S-4 (No. 333-61639) filed August 17, 1998 and incorporated herein by reference).
*4.2	Rights Agreement, dated January 28, 1998 between Acxiom and First Chicago Trust Company of New York (now First Chicago Trust Company, a division of EquiServe), as Rights Agent (the "Rights Agreement"), including the forms of Rights Certificate and of Election to Exercise, included in Exhibit A to the Rights Agreement, and the form of Certificate of Designation and Terms of Participating Preferred Stock of the Registrant, included in Exhibit B to the Rights Agreement (previously filed as Exhibit 4.1 to the Registrant's Current Report on Form 8-K dated February 10, 1998, Commission File No. 0-13163, and incorporated herein by reference).
*4.3	Amendment Number One, dated as of May 26, 1998, to the Rights Agreement (previously filed as Exhibit 4 to the Registrant's Current Report on Form 8-K dated June 4, 1998, Commission File No. 0-13163, and incorporated herein by reference).
5	Opinion of Friday, Eldredge & Clark, LLP, regarding the validity of the securities being registered.
23.1	Consent of KPMG LLP.
23.2	Consent of Friday, Eldredge & Clark, LLP, (included in the opinion filed as Exhibit 5 to this Registration Statement and incorporated herein by reference).
23.3	Consent of PricewaterhouseCoopers LLP.
24	Powers of Attorney.

- - - - -
* incorporated herein by reference as indicated

Item 17. Undertakings.

The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933 (the "Act"), 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.

Insofar as indemnification for liabilities arising under the Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions referred to in Item 15 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.

The undersigned registrant also hereby undertakes that:

(1) For purposes of determining any liability under the Act of the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus 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.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Acxiom certifies that it has reasonable grounds to believe that it meets all the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Little Rock, State of Arkansas, on the 18th day of June, 1999.

Acxiom Corporation

/s/ Catherine L. Hughes

Catherine L. Hughes,
(Secretary and Corporate 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 18th day of June, 1999.

Signature

Title

*

(Robert S. Bloom) Chief Financial Officer (principal financial officer and principal accounting officer)

*

(Dr. Ann H. Die) Director

*

(William T. Dillard II) Director

*

(Harry C. Gambill) Director

*

(Rodger S. Kline) Chief Operating Officer, Treasurer and Director

*

(Thomas F. (Mack) McLarty, III) Director

*

(Charles D. Morgan) Chairman of the Board and President (principal executive officer)

*

(Robert A. Pritzker) Director

*

(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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23.1	Consent of KPMG LLP.
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23.3	Consent of PricewaterhouseCoopers LLP.
24	Powers of Attorney.

*incorporated herein by reference as indicated

5,511,076 Shares/1/
ACXIOM CORPORATION
Common Stock
UNDERWRITING AGREEMENT

_____ , 1999

ABN AMRO Incorporated
Merrill Lynch, Pierce, Fenner & Smith
Incorporated
Salomon Smith Barney Inc.
William Blair & Company, L.L.C.
PaineWebber Incorporated
Robert W. Baird & Co. Incorporated
Stephens Inc.

As Representatives of the
several Underwriters named
in Schedule I hereto
c/o ABN AMRO Incorporated
208 South LaSalle Street
Chicago, Illinois 60604

Ladies and Gentlemen:

Pursuant to the terms of this Underwriting Agreement (this "Agreement"), Acxiom Corporation, a Delaware corporation (the "Company"), proposes, subject to the terms and conditions set forth herein, to sell an aggregate of 1,500,000 shares of Common Stock, par value \$0.10 per share (the "Common Stock"), of the Company to the several underwriters named in Schedule I hereto (collectively, the "Underwriters") and the stockholders of the Company named in Schedule II hereto (the "Selling Stockholders") propose, subject to the terms and conditions set forth herein, to sell to the Underwriters an aggregate of 4,011,076 shares of Common Stock. The Company has agreed to sell the several Underwriters, upon the terms and conditions set forth in Section 2 hereof, up to an additional 800,000 shares of Common Stock. The aggregate of 5,511,076 shares to be sold by the Company and the Selling Stockholders are herein called the "Firm Shares" and the 800,000 additional shares to be sold by the Company are herein called the "Additional Shares." The Firm Shares and the Additional Shares are hereinafter collectively referred to as the "Shares." ABN AMRO Incorporated, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Salomon Smith Barney Inc., William Blair & Company, L.L.C., PaineWebber Incorporated, Robert W. Baird & Co. Incorporated, and Stephens Inc. are acting individually and as

- - - - -
/1/ Plus an option to purchase up to 800,000 Additional Shares to cover over-allotments

representatives of the several Underwriters and in such capacity are hereinafter referred to as the "Representatives."

Prior to the purchase and public offering of the Shares by the several Underwriters, the Company, the Selling Stockholders and the Representatives shall enter into an agreement substantially in the form of Exhibit A hereto (the "Pricing Agreement"). The Pricing Agreement may take the form of an exchange of any standard form of written telecommunication between the Company, the Selling Stockholders and the Representatives and shall specify such applicable information as is indicated in Exhibit A hereto. The offering of the Shares will be governed by this Agreement, as supplemented by the Pricing Agreement. From and after the date of the execution and delivery of the Pricing Agreement, this Agreement shall be deemed to incorporate the Pricing Agreement.

The Company and the Selling Stockholders are advised by the Representatives that the Underwriters have agreed to make a public offering of their respective portions of the Shares as soon after the Registration Statement (as defined in Section 1(a)(i) below) has become effective and the Pricing Agreement has been executed as in the judgment of the Representatives is advisable and to first offer the Shares upon the terms set forth in the Prospectus (as defined in Section 1(a)(i) below).

The Company, the Selling Stockholders, the Representatives and the other Underwriters hereby agree to the following matters with respect to the purchase and sale of the Shares:

Section 1. Representations and Warranties of the Company and the Selling Stockholders.

(a) The Company represents and warrants to each Underwriter that:

(i) The Company has prepared and filed with the Securities and Exchange Commission (the "Commission") in accordance with the provisions of the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Act"), a registration statement on Form S-3 (File No. 333-_____), including a preliminary prospectus, relating to the Shares and certain amendments thereto. The Company will next file with the Commission one of the following: (A) prior to effectiveness of such registration statement, a further amendment thereto, including the form of final prospectus, (B) a final prospectus in accordance with Rules 430A and 424(b) under the Act or (C) a term sheet (the "Term Sheet") as described in and in accordance with Rules 434 and 424(b) under the Act. As filed, the final prospectus, if one is used, or the Term Sheet and the latest Preliminary Prospectus, if a final prospectus is not used, shall include all Rule 430A Information (as defined below). There have been or will promptly be delivered to you three signed copies of such registration statement and amendments, together with three copies of all documents incorporated by reference therein, three copies of each exhibit filed therewith, and conformed copies of such registration statement and amendments (but without exhibits) and of the related preliminary prospectus or prospectuses and final forms of prospectus or Term Sheet, if a Term Sheet is used, for each of the Underwriters. The term "Registration

Statement" as used in this Agreement shall mean such registration statement at the time such registration statement becomes effective and, in the event any amendment thereto becomes effective prior to the Closing Date (as hereinafter defined), shall also mean such registration statement as so amended; provided, however, that such term shall also include all Rule 430A Information deemed to be included in such registration statement at the time such registration statement becomes effective as provided by Rule 430A and, if a Term Sheet is used, shall also include all information deemed to be included in such registration statement at the time such registration statement becomes effective as provided by Rule 434; provided, further, that if the Company files a registration statement under the Act to register a portion of the Shares and relies on Rule 462(b) for such registration statement to become effective upon filing with the Commission (the "Rule 462 Registration Statement"), then any reference to "Registration Statement" herein shall be deemed to be to both the registration statement referred to above (No. 333-_____) and the Rule 462 Registration Statement, as each such registration statement may be amended pursuant to the Act. The term "Preliminary Prospectus" as used in this Agreement shall mean any preliminary prospectus relating to the Shares filed with the Commission under the Act and the rules and regulations thereunder, including any preliminary prospectus included in the Registration Statement at the time it becomes effective that omits Rule 430A Information. The term "Prospectus" as used in this Agreement shall mean: (X) the prospectus relating to the Shares in the form in which it is first filed with the Commission pursuant to Rule 424(b) under the Act; (Y) if a Term Sheet is not used and no filing pursuant to Rule 424(b) under the Act is required, the form of final prospectus included in the Registration Statement at the time the Registration Statement becomes effective; or (Z) if a Term Sheet is used in lieu of a prospectus, the Term Sheet in the form in which it is first filed with the Commission pursuant to Rule 424(b) under the Act, together with the latest Preliminary Prospectus included in the Registration Statement at the time it becomes effective (such Term Sheet and Preliminary Prospectus are sometimes collectively referred to herein as the "Rule 434 Prospectus"). The term "Rule 430A Information" as used in this Agreement shall mean information with respect to the Shares and the offering thereof permitted to be omitted from the Registration Statement when it becomes effective pursuant to Rule 430A under the Act. The Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder are hereinafter collectively referred to as the "Exchange Act." Any reference herein to any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Form S-3 under the Act ("Incorporated Documents"), as of the date of such Preliminary Prospectus or Prospectus, as the case may be. The Incorporated Documents, when they were filed with the Commission, conformed in all material respects to the requirements of the Exchange Act and none of such documents contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(ii) The Commission has not issued any order preventing or suspending the use of any Preliminary Prospectus, and each Preliminary Prospectus complied in all

material respects when so filed with the requirements of the Act (except to the extent that, in conformity with the Act, such Preliminary Prospectus is subject to completion).

(iii) The Registration Statement in the form in which it becomes effective and also in such form as it may be when the Pricing Agreement is executed or any post-effective amendment to the Registration Statement shall become effective, and the Prospectus when and in the form last filed with the Commission as part of the Registration Statement prior to effectiveness or, if applicable, first filed pursuant to Rule 424(b) under the Act, and when any supplement or amendment thereto is filed with the Commission, each will comply in all material respects with the requirements of the Act, will not at any such time contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. This representation and warranty does not apply to statements in or omissions from the Registration Statement or the Prospectus (or any supplement or amendment thereto) made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by or on behalf of such Underwriter through the Representatives specifically for use in the Registration Statement.

(iv) There is no contract or other document of a character required to be described in the Registration Statement or Prospectus or to be filed as an exhibit to the Registration Statement which is not described or filed as required.

(v) The accountants, including KPMG LLP and PricewaterhouseCoopers LLP, who have expressed their opinions with respect to certain of the financial statements of the Company or any of its subsidiaries included or incorporated by reference in the Registration Statement and the Prospectus, are independent public accountants as required by the Act.

(vi) The consolidated financial statements, together with the notes thereto, of the Company included or incorporated by reference in the Registration Statement and the Prospectus comply in all material respects with the Act and present fairly the consolidated financial position of the Company as of the dates indicated, and the consolidated results of operations, cash flows and changes in financial position of the Company for the periods specified. The consolidated financial statements, together with the notes thereto, of May & Speh, Inc. ("May & Speh") included or incorporated by reference in the Registration Statement and the Prospectus comply in all material respects with the Act and present fairly the consolidated financial position of May & Speh as of the dates indicated, and the consolidated results of operations, cash flows and changes in financial position of May & Speh for the periods specified. Such financial statements have been prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the entire period involved except to the extent disclosed therein.

(vii) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware, with full

corporate power and authority to own, lease and operate its properties and conduct its business as described in the Registration Statement and Prospectus. The Company is duly qualified to do business as a foreign corporation and in good standing in each jurisdiction in which the ownership or leasing of its properties or the conduct of its business requires such qualification, except in any such case in which the failure to so qualify or be in good standing would not have a material adverse effect upon the business of the Company and its subsidiaries, taken as a whole; and no proceeding of which the Company has knowledge has been instituted in any such jurisdiction, revoking, limiting or curtailing, or seeking to revoke, limit or curtail, such power and authority or qualification.

(viii) The only subsidiaries of the Company are the subsidiaries listed on Exhibit 21 to the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 1999. Each of the Company's subsidiaries has been duly incorporated and is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation, with full corporate power and authority to own, lease and operate its properties and conduct its business as described in the Registration Statement and Prospectus. Each of the Company's subsidiaries is duly qualified to do business as a foreign corporation in good standing in each jurisdiction in which the ownership or leasing of its properties or the conduct of its business requires such qualification, except in any such case in which the failure to so qualify or be in good standing would not have a material adverse effect on the business of the Company and its subsidiaries, taken as a whole. Each of the Company's subsidiaries has all authorizations, approvals, orders, certificates and permits of and from all state, federal and other regulatory officials and bodies necessary to own its properties and to conduct its business as described in the Registration Statement and Prospectus, except where the failure to have any such authorization, approval, order, certificate or permit would not have a material adverse effect on the business affairs, business prospects, properties, financial condition or results of operations of the Company and its subsidiaries, taken as a whole. Except for the capital stock of the subsidiaries and except as otherwise described in the Prospectus, the Company does not own any capital stock of, or other securities evidencing a material equity interest in, any corporation, partnership or other entity. All of the issued and outstanding shares of capital stock of the Company's subsidiaries have been duly and validly authorized and issued, are fully paid and non-assessable, and except as described in the Prospectus, are owned by the Company, free and clear of any security interest, claim, lien, encumbrance or adverse interest of any nature. Except as described in the Prospectus, there are no outstanding subscriptions, rights, warrants or options to acquire, or instruments convertible into or exchangeable for, any shares of capital stock of any of the Company's subsidiaries.

(ix) The Company has an authorized and outstanding capitalization as set forth in the Prospectus and the Shares conform to the description thereof contained in the Prospectus. Except as described in the Prospectus, all of the issued and outstanding shares of Common Stock (including the Shares to be sold by the Selling Stockholders to the Underwriters) have been duly authorized and validly issued and are fully paid and non-assessable and free of preemptive or other similar rights. At Closing, all of the issued and

outstanding shares of Common Stock (including the Shares to be sold by the Selling Stockholders to the Underwriters) will have been duly authorized and validly issued and will be fully paid and non-assessable and, except as described in the Prospectus, free of preemptive or other similar rights. There are no options, agreements, contracts or other rights in existence to acquire from the Company any shares of Common Stock, except as set forth in the Prospectus.

(x) The Shares to be sold by the Company pursuant to this Agreement and the Pricing Agreement have been duly authorized and, when issued and paid for in accordance with this Agreement and the Pricing Agreement, will be validly issued, fully paid and non-assessable; the holders of the Shares will not be subject to personal liability by reason of being such holders; except as disclosed in the Prospectus, there are no holders of securities of the Company having rights, contractual or otherwise, to registration thereof or preemptive rights to purchase Common Stock; all corporate actions required to be taken for the authorization, issue and sale of the Shares have been validly and sufficiently taken; and upon delivery of and payment for such Shares hereunder, the Underwriters will acquire valid and marketable title thereto, free and clear of any security interest, claim, lien, encumbrance or adverse interest of any nature.

(xi) Since the respective dates as of which information is given in the Registration Statement and the Prospectus, except as otherwise stated or contemplated therein, there has not been (A) any material adverse change in the condition (financial or otherwise), earnings, affairs, business or prospects of the Company and its subsidiaries, taken as a whole, whether or not arising in the ordinary course of business, (B) any material transaction entered into, or any material liability or obligation incurred, by the Company or its subsidiaries other than in the ordinary course of business, (C) any change in the capital stock (other than as a result of certain issuances of Common Stock by the Company in connection with the Company's employee benefit plans), or material increase in the short-term debt or long-term debt of the Company or its subsidiaries, or (D) any dividend or distribution of any kind declared, paid or made by the Company or its subsidiaries on its capital stock.

(xii) The Company and each of its subsidiaries have good and marketable title to all properties and assets reflected as owned in the financial statements hereinabove described or described in the Prospectus as owned by them, free and clear of all liens, charges, encumbrances or restrictions of any kind, except such as are referred to in such financial statements or the Prospectus or which are not material to the business of the Company and its subsidiaries, taken as a whole; all of the leases and subleases material to the business of the Company and its subsidiaries, taken as a whole or under which the Company or its subsidiaries holds properties are in full force and effect; and neither the Company nor any of its subsidiaries has received any notice of any material claim of any sort which has been asserted by anyone adverse to the rights of the Company or any subsidiary as owner or as lessee or sublessee under any of the leases or subleases mentioned above, or affecting or questioning the rights of the Company or such subsidiary to

the continued possession of the leased or subleased premises under any such lease or sublease.

(xiii) Neither the Company nor any of its subsidiaries is in default in the observance of any provision of its Certificate of Incorporation or by-laws, or in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, loan agreement, note, lease or other instrument to which it is a party or by which it or any of its properties may be bound, the effect of which could be materially adverse to the condition (financial or otherwise), earnings, affairs, business or prospects of the Company and its subsidiaries, taken as a whole.

(xiv) The execution and delivery of this Agreement and the Pricing Agreement, the issuance and delivery of the Shares, the consummation of the transactions contemplated herein and in the Registration Statement and compliance with the terms of this Agreement and the Pricing Agreement have been duly authorized by all necessary corporate action and will not result in any violation of the Certificate of Incorporation or by-laws of the Company or any of its subsidiaries, and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, encumbrance or restriction of any kind upon any property or assets of the Company or any of its subsidiaries under any contract, indenture, mortgage, loan agreement, note, lease or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries, or any of their respective properties, is bound, or any existing applicable law, rule, regulation, judgment, order or decree of any government, governmental instrumentality or court, domestic or foreign, having jurisdiction over the Company or any of its subsidiaries or any of their respective properties. No approval, authorization or consent of any court, regulatory body, administrative agency or other governmental body having jurisdiction over the Company or any of its subsidiaries is required in connection with the execution of this Agreement, the Pricing Agreement or the sale of the Shares to the Underwriters, except such as may be required under the Act, state securities or Blue Sky laws or from the clearance of the offering with the National Association of Securities Dealers, Inc. (the "NASD").

(xv) There is no action, suit or proceeding before or by any court or governmental agency or body, domestic or foreign, or any arbitrator or arbitration panel, now pending or, to the knowledge of the Company, threatened against or affecting the Company or any of its subsidiaries which could result in any material adverse change to the condition (financial or otherwise), earnings, affairs, business or prospects of the Company and its subsidiaries, taken as whole; and there is no decree, judgment or order of any kind in existence against or restraining the Company or any of its subsidiaries, or any of their respective officers, employees or directors, from taking any actions of any kind in connection with the business of the Company or any such subsidiary.

(xvi) The Company and each of its subsidiaries own or possess or have obtained all material governmental licenses, permits, consents, orders, approvals and other authorizations necessary to lease or own, as the case may be, and to operate their properties and to carry on their businesses as presently conducted, and neither the Company nor any such subsidiary has received any notice of proceedings related to revocation or modification of any such licenses, permits, consents, orders, approvals or authorizations which singly or in the aggregate, if the subject of an unfavorable ruling or finding, would be materially adverse to the condition (financial or otherwise), earnings, affairs, business or prospects of the Company and its subsidiaries, taken as a whole.

(xvii) The conduct of the business of the Company and each of its subsidiaries is in compliance with all applicable federal, state and local laws and regulations that regulate or are concerned in any way with the business of the Company or such subsidiaries, where the effect of the failure to comply would be materially adverse to the condition (financial or otherwise), earnings, affairs, business or prospects of the Company and its subsidiaries, taken as a whole.

(xviii) The Company together with its subsidiaries owns or possesses, or can acquire on reasonable terms, all right, title and interest in or to, or has duly licensed from third parties, all patents, trademarks, service marks, copyrights, trade names, trade secrets and other proprietary rights ("Trade Rights") necessary to conduct the business now or proposed to be conducted by it, and neither the Company nor any of its subsidiaries has received any notice of, and has no knowledge of, infringement of or conflict with asserted rights of others with respect to any such Trade Rights which, singly or in the aggregate, if the subject of any unfavorable decision, ruling or finding, would be materially adverse to the condition (financial or otherwise), earnings, affairs, business or prospects of the Company and its subsidiaries, taken as a whole.

(xix) The Company has filed all tax returns required to be filed and has paid all taxes which were payable pursuant to said returns or any assessments with respect thereto, other than any tax returns which the Company is contesting in good faith or which are not material to the Company and there is no tax deficiency that has been, or to the knowledge of the Company might be, asserted against the Company or any of its properties or assets that would or could be expected to have a material adverse effect upon the condition (financial or otherwise) or results of operations of the Company and its subsidiaries, taken as a whole.

(xx) This Agreement has been duly executed and delivered by the Company.

(xxi) A registration statement relating to the Common Stock has been declared effective by the Commission pursuant to the Exchange Act and the Common Stock is duly registered thereunder. The Shares have been authorized for trading on the Nasdaq Stock Market, subject to notice of issuance or sale, as the case may be.

(xxii) The Company is not, and does not intend to conduct its business in a manner in which it would become, an "investment company" as defined in Section 3(a) of the Investment Company Act of 1940, as amended (the "Investment Company Act").

(xxiii) All offers and sales of the Company's capital stock prior to the date hereof were at all relevant times either registered under the Act or exempt from the registration requirements of the Act and were duly registered with, or the subject of an available exemption from, the registration requirements of the applicable state securities or Blue Sky laws.

(xxiv) The Company has not taken and will not take, directly or indirectly, any action designed to cause or result in, or that has constituted or might reasonably be expected to constitute, the stabilization or manipulation of the price of any security of the Company.

(xxv) Except as disclosed in the Registration Statement and the Prospectus, no transaction has occurred between or among the Company, on the one hand, and any of its officers or directors or any affiliate or affiliates of any such officer or director, on the other hand, that is required to be so disclosed, including, but not limited to, any outstanding loans, advances or guaranties of indebtedness by the Company to or for the benefit of any affiliates of the Company, or any of the officers or directors of the Company, or any family member of any of them.

(xxvi) The Company has not, directly or indirectly, at any time (A) made any contributions to any candidate for foreign political office, or if made, failed to disclose fully any such contribution made in violation of law, or (B) made any payment to any state, federal or foreign governmental officer or official, or other person charged with similar public or quasi-public duties, other than payments or contributions required or allowed by applicable law. The Company's internal accounting controls and procedures are sufficient to cause the Company to comply in all material respects with the Foreign Corrupt Practices Act of 1977, as amended.

(xxvii) The Company and each of its subsidiaries (a) are in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws"), (b) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (c) are in compliance with all terms and conditions of any such permit, license or approval, except where such noncompliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, singly or in the aggregate, have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(xxviii) The Company has filed all documents and reports required to be filed with the Commission under the Exchange Act. Such documents or reports,

when they were filed with the Commission, conformed in all material respects to the requirements of the Exchange Act and none of such documents or reports contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(xxix) There are no holders of securities of the Company having rights to registration thereof or preemptive rights to purchase Common Stock except as disclosed in the Prospectus and the holders of such registration rights who are not Selling Stockholders have waived such rights with respect to the offering being made by the Prospectus.

(b) Representations, Warranties and Covenants of the Selling Stockholders.

(i) The Pritzker Foundation represents and warrants and agrees with the Company and the Underwriters that:

(A) Such Selling Stockholder is the sole legal and beneficial owner of and has good and valid title to the Shares proposed to be sold by such Selling Stockholder hereunder and has full right, power and authority to enter into this Agreement and the Pricing Agreement and to sell, assign, transfer and deliver such Shares hereunder, free and clear of all voting trust arrangements, security interests, claims, liens, encumbrances, community property rights or adverse interests of any nature; and upon delivery of and payment for such Shares hereunder, the Underwriters will acquire valid and marketable title thereto, free and clear of all voting trust arrangements, security interests, claims, liens, encumbrances, property rights or adverse interests of any nature.

(B) The execution and delivery of this Agreement and the Pricing Agreement, the consummation of the transactions contemplated herein and in the Registration Statement and compliance with the terms of this Agreement and the Pricing Agreement have been duly authorized by all necessary corporate action and will not result in any violation of the Articles of Incorporation or by-laws of the Selling Stockholder or any of its subsidiaries, and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, encumbrance or restriction of any kind upon any property or assets of the Selling Stockholder or any of its subsidiaries under any contract, indenture, mortgage, loan agreement, note, lease or other agreement or instrument to which the Selling Stockholder or any of its subsidiaries is a party or by which the Selling Stockholder or any of its subsidiaries, or any of their respective properties, is bound, or any existing applicable law, rule, regulation, judgment, order or decree of any government, governmental instrumentality or court, domestic or foreign, having jurisdiction over the Selling Stockholder or any of its subsidiaries or any of their respective properties. No approval, authorization or consent of any court,

regulatory body, administrative agency or other governmental body having jurisdiction over the Selling Stockholder or any of its subsidiaries is required in connection with the sale of the Shares by such Selling Stockholder to the Underwriters, execution and delivery of this Agreement or the Pricing Agreement or the consummation of the transactions contemplated herein or therein, except such as may be required under the Act, state securities or Blue Sky laws or from the clearance of the offering with the National Association of Securities Dealers, Inc. (the "NASD").

(C) Such Selling Stockholder has not taken and will not take, directly or indirectly, any action designed to or which might be reasonably expected to cause or result, under the Exchange Act or otherwise, in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares.

(D) The statements in the sections captioned "Prospectus Summary," "Certain Transactions," and "Selling Stockholders" included or incorporated by reference in each Preliminary Prospectus, solely insofar as they relate to such Selling Stockholder, as of the date of such Preliminary Prospectus, have conformed in all material respects with the requirements of the Act and, as of its date, have not included any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein not misleading; and the Registration Statement at the time of effectiveness, and at all times subsequent thereto, (x) the statements, in the sections captioned "Prospectus Summary," "Selling Stockholders" and "Certain Transactions" included or incorporated by reference in the Registration Statement and the Prospectus and any amendments or supplements thereto, solely insofar as they relate to such Selling Stockholder, and the Registration Statement and the Prospectus and any amendments or supplements thereto, contained or will contain all statements that are required to be stated therein in accordance with the Act and in all material respects conformed or will in all material respects conform to the requirements of the Act, and (y) neither the Registration Statement nor the Prospectus, nor any amendment or supplement thereto, solely insofar as it relates to such statements in the sections captioned "Prospectus Summary," "Selling Stockholders" and "Certain Transactions" with respect to such Selling Stockholder, included or will include any untrue statement of a material fact or omitted or will omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; provided that neither clause (x) nor (y) shall have any affect if information has been given by such Selling Stockholder to the Company and the Representatives in writing which would eliminate or remedy any such untrue statement or omission.

(E) Such Selling Stockholder and its affiliates agree with the Company and the Underwriters not to sell, contract to sell or otherwise dispose of any Common Stock or rights to purchase Common Stock for a period of 120

days after the date of the Pricing Agreement without the prior written consent from the Representatives.

(F) In order to document the Underwriter's compliance with the reporting and withholding provisions of the Internal Revenue Code of 1986, as amended, with respect to the transactions herein contemplated, the Selling Stockholder agrees to deliver to you prior to or on the Closing Date, as hereinafter defined, a properly completed and executed United States Treasury Department Form W-8 or Form W-9 (or other applicable form of statement specified by Treasury Department regulations in lieu thereof).

(ii) Each [Individual] Selling Stockholder severally represents and warrants and agrees with the Company and the Underwriters that:

(A) Such Selling Stockholder is the sole legal and beneficial owner of and has good and valid title to the Shares proposed to be sold by such Selling Stockholder hereunder and has full right, power, capacity and authority to enter into this Agreement, the Pricing Agreement, the Power of Attorney and the Custody Agreement and to sell, assign, transfer and deliver such Shares hereunder, free and clear of all voting trust arrangements, security interests, claims, liens, encumbrances, community property rights or adverse interests of any nature; and upon delivery of and payment for such Shares hereunder, the Underwriters will acquire valid and marketable title thereto, free and clear of all voting trust arrangements, security interests, claims, liens, encumbrances, property rights or adverse interests of any nature.

(B) The execution and delivery of this Agreement, the Pricing Agreement, the Power of Attorney and the Custody Agreement, the consummation of the transactions contemplated herein and in the Registration Statement and compliance with the terms of this Agreement, the Pricing Agreement, the Power of Attorney and the Custody Agreement and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, encumbrance or restriction of any kind upon any property or assets of the Selling Stockholder under any contract, indenture, mortgage, loan agreement, note, lease or other agreement or instrument to which the Selling Stockholder is a party or by which the Selling Stockholder, or any of his properties, is bound, or any existing applicable law, rule, regulation, judgment, order or decree of any government, governmental instrumentality or court, domestic or foreign, having jurisdiction over the Selling Stockholder or any of his properties. No approval, authorization or consent of any court, regulatory body, administrative agency or other governmental body having jurisdiction over the Selling Stockholder is required in connection with the sale of the Shares to the Underwriter, execution and delivery of this Agreement, the Pricing Agreement, the Power of Attorney and the Custody Agreement or

the consummation of the transactions contemplated herein or therein, except such as may be required under the Act, state securities or Blue Sky laws or from the clearance of the offering with the NASD.

(C) Such Selling Stockholder has not taken and will not take, directly or indirectly, any action designed to or which might be reasonably expected to cause or result, under the Exchange Act or otherwise, in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares.

(D) Such Selling Stockholder has executed and delivered a Power of Attorney ("Power of Attorney") among the Selling Stockholder and _____, _____, and _____] (the "Agents"), naming the Agents as such Selling Stockholder's attorneys-in-fact (and, by the execution by any Agent of this Agreement, such agent hereby represents and warrants that he has been duly appointed an attorney-in-fact by the Selling Stockholders pursuant to the Power of Attorney) for the purpose of entering into and carrying out this Agreement and the Pricing Agreement, and the Power of Attorney has been duly executed by such Selling Stockholder and a copy thereof has been delivered to you.

(E) Such Selling Stockholder further represents and warrants and agrees that such Selling Stockholder has deposited in custody, under a Custody Agreement ("Custody Agreement") with _____, as custodian ("Custodian"), certificates in negotiable form for the Shares to be sold hereunder by such Selling Stockholder, for the purpose of further delivery pursuant to this Agreement. Such Selling Stockholder agrees that the Shares to be sold by such Selling Stockholder on deposit with the Custodian are subject to the interests of the Company, the Underwriters and the other Selling Stockholders, that the arrangements made for such custody, and the appointment of the Agents pursuant to the Power of Attorney, are to that extent irrevocable, and that the obligations of such Selling Stockholder hereunder and under the Power of Attorney and the Custody Agreement shall not be terminated except as provided in this Agreement, the Power of Attorney or the Custody Agreement by any act of such Selling Stockholder, by operation of law, whether, in the case of an individual Selling Stockholder, by the death or incapacity of such Selling Stockholder or, in the case of a trust or estate, by the death of the trustee or trustees or the executor or executors or the termination of such trust or estate, or, in the case of a partnership or corporation, by the dissolution, winding-up or other event affecting the legal life of such entity, or by the occurrence of any other event. If any individual Selling Stockholder, trustee or executor should die or become incapacitated, or any such trust, estate, partnership or corporation should be terminated, or if any other event should occur before the delivery of the Shares hereunder, the

documents evidencing Shares then on deposit with the Custodian shall be delivered by the Custodian in accordance with the terms and conditions of this Agreement as if such death, incapacity, termination or other event had not occurred, regardless of whether or not the Custodian shall have received notice thereof. Each Agent has been authorized by such Selling Stockholder to execute and deliver this Agreement and the Pricing Agreement and the Custodian has been authorized to receive and acknowledge receipt of the proceeds of sale of the Shares to be sold by such Selling Stockholder against delivery thereof and to otherwise act on behalf of such Selling Stockholder. The Custody Agreement has been duly executed by such Selling Stockholder and a copy thereof has been delivered to you.

(F) The statements in the sections captioned "Prospectus Summary," "Selling Stockholders" and "Certain Transactions," included or incorporated by reference in each Preliminary Prospectus solely insofar as they relate to such Selling Stockholder, as of the date of such Preliminary Prospectus, have conformed in all material respects with the requirements of the Act and, as of its date, have not included any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein not misleading; and the Registration Statement at the time of effectiveness, and at all times subsequent thereto, (A) the statements in the sections captioned "Prospectus Summary," "Selling Stockholders" and "Certain Transactions" in the Registration Statement and the Prospectus and any amendments or supplements thereto, solely insofar as they relate to such Selling Stockholder, and the Registration Statement and the Prospectus and any amendments or supplements thereto, contained or will contain all statements that are required to be stated therein in accordance with the Act and in all material respects conformed or will in all material respects conform to the requirements of the Act, and (B) neither the Registration Statement nor the Prospectus, nor any amendment or supplement thereto, solely insofar as it relates to such statements in the sections captioned "Prospectus Summary," "Selling Stockholders" and "Certain Transactions" with respect to such Selling Stockholder, included or will include any untrue statement of a material fact or omitted or will omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; provided that neither clause (A) nor (B) shall have any affect if information has been given by such Selling Stockholder to the Company and the Representatives in writing which would eliminate or remedy any such untrue statement or omission.

(G) Such Selling Stockholder agrees with the Company and the Underwriters not to sell, contract to sell or otherwise dispose of any Common Stock or rights to purchase Common Stock for a period of 120 days after the date of the Pricing Agreement without the prior written consent from the Representatives.

(H) In order to document the Underwriter's compliance with the reporting and withholding provisions of the Internal Revenue Code of 1986, as amended, with respect to the transactions herein contemplated, the Selling Stockholder agrees to deliver to you prior to or on the Closing Date, as hereinafter defined, a properly completed and executed United States Treasury Department Form W-8 or Form W-9 (or other applicable form of statement specified by Treasury Department regulations in lieu thereof).

Section 2. Agreement to Sell and Purchase.

(a) Subject to such adjustments to eliminate any fractional share sales or purchases as the Representatives in their discretion may make, (i) the Company hereby agrees to issue and sell to the Underwriters an aggregate of 1,500,000 Firm Shares, (ii) the Selling Stockholders hereby agree, severally and not jointly, to sell to the Underwriters in the respective amounts set forth in Schedule II hereto, an aggregate of 4,011,076 Firm Shares, and (iii) on the basis of the representations, warranties and agreements of the Company and the Selling Stockholders herein contained and subject to the terms and conditions set forth herein, each Underwriter agrees, severally and not jointly, to purchase from (A) the Company and the Selling Stockholders, at the purchase price per Share set forth in the Pricing Agreement (the "Purchase Price per Share"), the number of Firm Shares set forth opposite the name of such Underwriter in Schedule I hereto (or such number of Firm Shares as such Underwriter shall be obligated to purchase pursuant to the provisions of Section 9 hereof) and (B) the Selling Stockholders the number of Firm Shares set further opposite the name of such Selling Stockholder in Schedule II hereto.

(b) The Company agrees to sell to the Underwriters and, on the basis of the representations, warranties and agreements of the Company and the Selling Stockholders set forth herein and subject to the terms and conditions set forth herein, the Underwriters shall have the right to purchase, severally and not jointly, from the Company up to 800,000 Additional Shares, at the Purchase Price per Share upon delivery to the Company of the notice hereinafter referred to. Such Additional Shares may be purchased solely for the purpose of covering over-allotments made in connection with the offering of the Firm Shares. If any Additional Shares are to be purchased, each Underwriter, severally and not jointly, agrees to purchase from the Company and the Stockholders, the number of Additional Shares (subject to such adjustments to eliminate fractional Shares as the Representatives may determine) which bears the same proportion to the total number of Additional Shares to be purchased from the Company as the number of Firm Shares set forth opposite such Underwriter's name in Schedule I (or such number of Firm Shares increased pursuant to the terms set forth in Section 9 hereof) bears to the total number of Firm Shares.

Section 3. Delivery of the Shares and Payment Therefor.

(a) Delivery to the Underwriters of the Firm Shares shall be made against payment therefor at 9:00 a.m., Chicago, Illinois time, on the third full business day following the date of the Pricing Agreement (the "Closing Date") at the offices of McDermott, Will & Emery, 227 West Monroe Street, Chicago, Illinois. The place of the Closing and the Closing Date may be varied by agreement among the Representatives and the Company.

(b) Delivery to the Underwriters of any Additional Shares to be purchased by the several Underwriters shall be made in Chicago, Illinois against payment therefor at the offices of McDermott, Will & Emery, 227 West Monroe Street, Chicago, Illinois at such time on such date (the "Option Closing Date"), which may be the same as the Closing Date, but shall in no event be earlier than the Closing Date nor earlier than three nor later than ten business days after the giving of the notice hereinafter referred to, as shall be specified in written notice from the Representatives to the Company and the Agents of the determination to purchase a number, specified in said notice, of Additional Shares. Said notice may be given at any time within 30 days after the date of the execution of the Pricing Agreement. The place of the Closing and the Option Closing Date may be varied by agreement among the Representatives and the Company.

(c) If the Representatives, the Company and the Selling Stockholders have elected to enter into the Pricing Agreement after the Registration Statement is effective, the Purchase Price per Share to be paid by the several Underwriters for the Shares shall be an amount equal to the initial public offering price, less an amount to be determined by agreement between the Representatives, the Selling Stockholders and the Company. The initial public offering price per Share of the Shares shall be a fixed price to be determined by agreement between the Representatives and the Company. The initial public offering price and the Purchase Price per Share, when so determined, shall be set forth in the Pricing Agreement. If such prices have not been agreed upon and the Pricing Agreement has not been executed and delivered by all parties thereto by the close of business on the fourth business day following the date of this Agreement, this Agreement shall terminate forthwith, without liability of any party to any other party, unless otherwise agreed to by the Company, the Selling Stockholders and the Representatives and except as otherwise provided in Section 5 hereof. If the Representatives, the Company and the Selling Stockholders have elected to enter into the Pricing Agreement prior to the Registration Statement becoming effective, the initial public offering price and the Purchase Price per Share to be paid by the several Underwriters for the Shares having each been determined and set forth in the Pricing Agreement, the Company agrees to file an amendment to the Registration Statement and the Prospectus before the Registration Statement becomes effective.

(d) Certificates for the Firm Shares and for the Additional Shares shall be registered in such names and in such denominations as the Representatives shall request upon at least 48 hours prior notice to the Company, the Selling Stockholders and the Custodian preceding the Closing Date or the Option Closing Date, as the case may be. Such certificates shall be made available to the Representatives at the office of The Depository Trust Company, New York, New York, for inspection and packaging not later than at least 24 hours prior to the Closing Date or the Option Closing Date, as the case may be. The certificates evidencing the Firm Shares and the Additional Shares shall be delivered to the Representatives on the Closing Date or the Option Closing Date, as the case may be, with any transfer taxes thereon duly paid by the Company or the Selling Stockholders, as the case may be, for the respective accounts of the several Underwriters, against payment of the purchase price therefor by wire or other immediately available funds by wire transfer in federal (same day) funds, subject to change by written agreement of the Company and the Representatives. It is understood by the Company and the Selling Stockholders that each of the Underwriters has authorized the Representatives, for its account, to accept delivery of, receipt for and make payment of the purchase price for, the Shares it has agreed to purchase.

Section 4. Agreements of the Company. The Company covenants and agrees with the several Underwriters that:

(a) The Company will endeavor to cause the Registration Statement to become effective and will advise the Representatives promptly and, if requested by the Representatives, will confirm such advice in writing, (i) when the Registration Statement has become effective and when any post-effective amendment to it becomes effective, and of the filing of any final prospectus or supplement or amendment to the Prospectus, (ii) of any request by the Commission for amendments or supplements to the Registration Statement or Prospectus or any Preliminary Prospectus or for additional information, (iii) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of the suspension of qualification of the Shares for offering or sale in any jurisdiction, or the initiation or contemplation of any proceeding for such purposes, and (iv) within the period of time referred to in paragraph (f) below, of the happening of any event which makes any statement made in the Registration Statement or Prospectus (as then amended or supplemented) untrue in any material respect or which requires the making of any additions to or changes in the Registration Statement or Prospectus (as then amended or supplemented) in order to make the statements therein not misleading or the necessity to amend or supplement the Prospectus to comply with the Act or any other law. If at any time the Commission shall issue any stop order suspending the effectiveness of the Registration Statement, the Company will make every reasonable effort to obtain the withdrawal of such order at the earliest possible moment. If the Company elects to rely on Rule 434 of the Act, the Company will prepare a Term Sheet that complies with the requirements of Rule 434 of the Act and will provide the Representatives with copies of the form of Rule 434 Prospectus in such numbers as you may reasonably request and file or transmit for filing with the Commission the form of Prospectus complying with Rule 434(c)(2) of the Act in accordance with Rule 424(b) of the Act by the close of business in Chicago on the business day immediately succeeding the date hereof. If the Company elects not to rely on Rule 434, the Company will provide you with copies of the form of Prospectus in such numbers as you may reasonably request and file or transmit for filing with the Commission such Prospectus in accordance with Rule 424(b) of the Act, by the close of business in Chicago on the business day immediately succeeding the date hereof.

(b) If, at the time that the Registration Statement becomes effective, any information shall have been omitted therefrom in reliance upon Rule 430A under the Act, then promptly following the execution of the Pricing Agreement, the Company will prepare and file with the Commission, in accordance with Rule 430A and Rule 424(b) under the Act, copies of an amended Prospectus, or, if required by Rule 430A, a post-effective amendment to the Registration Statement (including an amended Prospectus) containing all information so omitted.

(c) Neither the Company nor any of its subsidiaries will, prior to the earlier of the Option Closing Date or termination or expiration of the related option, incur any liability or obligation, direct or contingent, or enter into any material transaction, other than in the ordinary course of business, except as contemplated in the Prospectus.

(d) The Company will not file any amendment to the Registration Statement or make any amendment or supplement to the Prospectus of which the Representatives shall not previously have been advised or to which the Representatives shall promptly after being so advised reasonably object in writing.

(e) Prior to the effective date of the Registration Statement, the Company has delivered or will deliver to each of the Underwriters, without charge, copies of each form of Preliminary Prospectus in such quantities as they have reasonably requested or may hereafter reasonably request. The Company consents to the use, in accordance with the provisions of the Act and with the securities or Blue Sky laws of the jurisdictions in which the Shares are offered by the several Underwriters and by dealers, prior to the effective date of the Registration Statement, of each Preliminary Prospectus so furnished by the Company.

(f) On the effective date of the Registration Statement and thereafter from time to time during such period as in the opinion of counsel for the Underwriters a prospectus relating to the Shares is required by law to be delivered in connection with offers or sales of the Shares by an Underwriter or a dealer, the Company will deliver to each Underwriter and dealer, without charge, as many copies of the Registration Statement, the Prospectus and each Preliminary Prospectus and the Incorporated Documents (and of any amendment or supplement to such documents) as they may reasonably request. During such period, if any event occurs which in the judgment of the Company, or in the opinion of counsel for the Underwriters, should be set forth in the Prospectus in order to ensure that no part of the Prospectus includes an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances at the time the Prospectus is delivered to a purchaser, not misleading, the Company will forthwith prepare, submit to the Representatives, file with the Commission and deliver, without charge to the several Underwriters and dealers (whose names and addresses will be furnished by the Representatives to the Company) to whom shares have been sold by the Underwriters or to other dealers any amendments or supplements to the Prospectus so that the statements in the Prospectus, as so amended or supplemented, will comply with the standards set forth in this sentence. The Company consents to the use of such Prospectus (and of any amendments or supplements thereto) in accordance with the provisions of the Act and with the securities or Blue Sky laws of the jurisdictions described in the preliminary Blue Sky memorandum in which the Shares are lawfully offered by the several Underwriters and by all dealers to whom Shares may be sold, both in connection with the offering or sale of the Shares and for such period of time thereafter as the Prospectus is required by law to be delivered in connection therewith. In case any Underwriter is required to deliver a Prospectus (and any amendment or supplement thereto) more than nine months after the first date upon which the Shares are offered to the public, the Company will, upon request, but at the expense of such Underwriter, promptly prepare and furnish such Underwriter with reasonable quantities of a Prospectus complying with Section 10(a)(3) of the Act.

(g) The Company will cooperate with the Representatives and counsel for the Underwriters in connection with the registration or qualification of the Shares for offer and sale by the several Underwriters and by dealers under the securities or Blue Sky laws of such jurisdictions as the Representatives may designate, will continue such registrations or qualifications in effect so long as reasonably required for the distribution of the Shares and will file such consents to service of process or other documents as may be necessary in order to effect such registration or qualification; provided that in no event shall the Company be obligated (i) to qualify to do business in any jurisdiction where it is not now so qualified, (ii) to file any general consent to service of process, or (iii) take any action that would subject it to income taxation in any jurisdiction where it is not so qualified.

(h) For a period of five years after the date of the Pricing Agreement:

(i) the Company will furnish to the Representatives (A) as soon as available, a copy of each report of the Company of general interest mailed to any class of its security holders (B) copies of all annual reports and current reports filed with the Commission on Forms 10-K, 10-Q and 8-K and any amendment thereto or such other similar forms as may be designated by the Commission and (C) from time to time, such other information concerning the Company as the Representatives may reasonably request;

(ii) if at any time during such five year period, the Company shall cease filing with the Commission the annual reports and current reports on Forms 10-K, 10-Q and 8-K or other similar forms referred to in clause (i) above, the Company will forward to its stockholders generally and the Representatives and upon request to each of the other Underwriters (A) as soon as practicable after the end of each fiscal year, copies of a balance sheet and statements of income and retained earnings of the Company as of the end of and for such fiscal year, certified by independent public accountants, and (B) as soon as practicable after the end of each quarterly fiscal period, except for the last quarterly fiscal period in each fiscal year, a summary statement (which need not be certified) of income and retained earnings of the Company for such period, which shall also be made publicly available; and

(iii) the Company will furnish to the Representatives and to the NASD, and by issuance of a press release, on the date of declaration, notice of all dividends, including the amount and medium of payment, the record date (which shall be not less than ten days subsequent to the declaration date) and the payment date (which shall be not less than ten days subsequent to the record date).

(i) The Company will make generally available to its security holders an earnings statement of the Company, which need not be audited, covering a twelve-month period commencing after the effective date of the Registration Statement

and ending not later than 15 months thereafter, as soon as practicable after the end of such period, which earnings statement shall satisfy the provisions of Section 11(a) of the Act and the rules and regulations of the Commission thereunder (including Rule 158).

(j) If this Agreement shall be terminated pursuant to any of the provisions hereof (otherwise than by notice given by the Representatives' termination of this Agreement pursuant to Section 10 hereof), or if this Agreement shall be terminated by the several Underwriters because of any failure or refusal on the part of the Company to comply with the terms or fulfill any of the conditions of this Agreement, the Company agrees to reimburse the several Underwriters for all out-of-pocket expenses (including reasonable fees and expenses of counsel for the Underwriters) reasonably incurred by them in connection herewith but without any further obligation of the Company for lost profits or otherwise. If this Agreement is terminated pursuant to Section 10 hereof, the several Underwriters shall themselves bear any such out-of-pocket expenses incurred by them.

(k) The Company will not sell, contract to sell or otherwise dispose of any Common Stock or rights to purchase Common Stock (other than in connection with any acquisition and the granting of employee stock options in the ordinary course of business) for a period of 120 days after the date of the Pricing Agreement without the prior written consent of ABN AMRO Incorporated. The Company will also obtain similar agreements from each of its executive officers and directors.

Section 5. Payment of Expenses. The Company will pay, or reimburse if paid by the Representatives, whether or not the transactions contemplated hereby are consummated or this Agreement is terminated, all costs and expenses incident to the performance by it of its obligations under this Agreement and the Pricing Agreement, including, without limiting the generality of the foregoing, (a) preparation, printing, filing and distribution (including postage, air freight charges and charges for counting and packaging) of the original registration statement, the Registration Statement, each Preliminary Prospectus, the Prospectus (including any Incorporated Documents, exhibits and financial statements and any Term Sheet delivered by the Company pursuant to Rule 434 of the Act), each amendment and/or supplement to any of the foregoing, and this Agreement, the Pricing Agreement, the Agreement Among Underwriters, Selected Dealers Agreement, Powers of Attorney and Underwriters' Powers of Attorney and Questionnaires, (b) furnishing to the several Underwriters and dealers copies of the foregoing materials (provided, however, that any such copies furnished by the Company more than nine months after the first date upon which the Shares are offered to the public shall be at the expense of the several Underwriters or dealers so requesting as provided in Section 4(f) above), (c) the registrations or qualifications referred to in Section 4(g) above (including filing fees and fees and disbursements of counsel in connection therewith) and expenses of printing and delivering to the several Underwriters copies of the preliminary and final Blue Sky memoranda, (d) the review of the terms of the public offering of the Shares by the NASD (including the filing fees paid to the NASD in connection therewith) and the reasonable fees and disbursements of counsel for the Underwriters in connection therewith, (e) the performance by the Company and each of the Selling Stockholders of its other obligations under this Agreement, including the fees of the Company's and, if applicable, each Selling Stockholder's counsel and accountants, (f) the issuance of the Shares and the preparation and printing of the stock certificates representing the Shares, including any stamp taxes payable in connection with the original issuance of the Shares, but excluding the transfer taxes, if any, with respect to the sale and delivery of the Shares to the

Underwriters, which shall be paid by the Selling Stockholders, and (g) furnishing to the several Underwriters copies of all reports and information required by Section 4(h) above, including reasonable costs of shipping and mailing.

Section 6. Conditions of the Underwriters' Obligations. The several obligations of the Underwriters to purchase the Firm Shares hereunder are subject to the following conditions:

(a) That the Registration Statement shall have become effective not later than 1:00 p.m., Chicago time, on the first full business day after the date of this Agreement, or at such later date and time as shall be consented to in writing by the Representatives, and, if the Representatives and the Company have elected to rely upon Rule 430A, the price of the Shares and any price-related or other information previously omitted from the effective Registration Statement pursuant to such Rule 430A shall have been transmitted to the Commission for filing pursuant to Rule 424(b) within the prescribed time period, and, if the Representatives and the Company have elected to rely upon a Term Sheet, such Term Sheet shall have been transmitted to the Commission for filing pursuant to Rule 434 and Rule 424(b) within the prescribed time period, and on or prior to the Closing Date, the Company shall have provided evidence satisfactory to the Representatives of such timely filing, or a post-effective amendment providing such information shall have been promptly filed and declared effective in accordance with the requirements of Rule 430A. No stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceedings for that purpose shall have been instituted or shall be pending or, to the knowledge of the Company or the Selling Stockholders, shall be contemplated by the Commission and there shall not have come to the attention of the Representatives any facts that would cause them to believe that the Prospectus, at the time it was required to be delivered to purchasers of the Shares, contained any untrue statement of material fact or omitted to state any material fact necessary in order to make the statements therein, in light of the circumstances under which there were made, not misleading.

(b) That subsequent to the effective date of the Registration Statement, (i) there shall not have occurred any change, or any development involving a prospective change, in or affecting particularly the business or properties of the Company or its subsidiaries not contemplated by the Prospectus, which, in the Representatives' opinion, as Representatives of the several Underwriters, would materially adversely affect the market for the Shares or make it impracticable or inadvisable to proceed with the offering or the delivery of the Shares, as contemplated herein and in the Prospectus, or to attempt to enforce contracts for the purchase of Shares, and (ii) the business and operations of the Company shall not have been adversely affected by strike, fire, flood, accident or other calamity (whether or not insured).

(c) The Representatives shall have received from Friday, Eldredge & Clark, counsel for the Company, a favorable opinion dated the Closing Date and satisfactory to the Representatives and the Underwriters' counsel to the effect that:

(i) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware, with full corporate power and authority to own, lease and operate its properties and conduct its business as described in the Registration Statement. The Company is duly qualified to do business as a foreign corporation and in good standing in each jurisdiction where the ownership or leasing of its properties or the conduct of its business requires such qualification, except in any such case where the failure to so qualify or be in good standing would not have a material adverse effect on the condition (financial or otherwise) or results of operations of the Company and its subsidiaries, taken as a whole.

(ii) An opinion to the same general effect as clause (i) of this subparagraph (c) in respect of each direct and indirect subsidiary of the Company.

(iii) All of the issued and outstanding capital stock of the subsidiaries of the Company has been duly authorized and validly issued and is fully paid and non-assessable and, with the exception of Acxiom CDC, Inc., the Company owns directly or indirectly 100 percent of the outstanding capital stock of each subsidiary and, to the best knowledge of such counsel, such stock is owned free and clear of any security interests, claims, liens, encumbrances or adverse interests of any nature.

(iv) The issued and outstanding capital stock of the Company has been duly authorized and validly issued and is fully paid and non-assessable and free of preemptive rights, except as set forth in the Prospectus.

(v) The authorized capitalization of the Company consists entirely of 200,000,000 shares of Common Stock, of which _____ were issued and outstanding on the date of the Prospectus and 1,000,000 shares of Preferred Stock, par value \$1.00 per share, of which no shares were issued and outstanding on the date of the Prospectus, and all of which conforms to the description thereof in the Registration Statement and the Prospectus.

(vi) The certificates for the Shares to be delivered hereunder are in due and proper form, and when duly countersigned by the Company's transfer agent and delivered to the Representatives against payment of the agreed consideration therefor in accordance with the provisions of this Agreement and the Pricing Agreement, the Shares represented thereby will be duly authorized and validly issued, fully paid and nonassessable and free of preemptive rights, except as set forth in the Prospectus, and, to the knowledge of such counsel, will be free of any security interest, claim, lien, encumbrance or adverse interest of any nature, or rights of first refusal in favor of, stockholders with respect to any of the Shares or the issuance or sale thereof, pursuant to the Certificate of Incorporation or by-laws of the Company and, to such counsel's knowledge, except as disclosed in the Prospectus, there are no contractual preemptive rights, rights of first refusal, rights of co-sale or other similar rights which exist with respect to any of the Shares or the issuance and sale thereof; and the Shares to be sold

hereunder have been duly and validly authorized and qualified for inclusion on the Nasdaq Stock Market, subject to notice of issuance.

(vii) This Agreement and the Pricing Agreement have been duly and validly authorized, executed and delivered by the Company and are legal, valid and binding obligations of the Company, enforceable in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity, and except that such counsel need express no opinion as to those provisions relating to indemnities for liabilities under the Act.

(viii) No authorization, approval, order or consent of any governmental authority or agency is required for the valid issuance and sale of the Shares, except such as may be required under the Act or state securities laws as to which such counsel need express no opinion.

(ix) The execution, delivery and performance of this Agreement and the Pricing Agreement by the Company, the issue and sale of the Shares, and the consummation of the transactions contemplated hereby and thereby will not conflict with or result in a breach of any of the provisions of, or constitute a default under (A) the Company's Certificate of Incorporation or by-laws or any agreement, franchise, license, indenture, mortgage, deed of trust or other instrument or agreement known to such counsel to which the Company or any of its subsidiaries is a party or by which Company or any of its subsidiaries is bound or to which any of their respective properties is subject or (B) so far as known to such counsel, any statute, order, rule or regulation applicable to the Company or any of its subsidiaries of any court or other governmental authority or body having jurisdiction over the Company or any of its subsidiaries or any of its properties.

(x) All documents incorporated by reference in the Prospectus, when they were filed with the Commission, complied as to form in all material respects with the requirements of the Exchange Act; and such counsel has no reason to believe that any of such documents, when they were so filed, contained an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such documents were so filed, not misleading; such counsel need express no opinion as to the financial statements or other financial or statistical data contained in any such document.

(xi) The Registration Statement has become effective under the Act, and, to the knowledge of such counsel, no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or are pending or contemplated under the Act.

(xii) The Registration Statement (including the information deemed to be part of the Registration Statement at the time of effectiveness pursuant to Rule 430A(b), if applicable) as amended or supplemented (except for the financial statements and notes thereto, the financial statement schedules and other statistical or financial data included therein as to which such counsel need express no opinion) and the Prospectus and any supplements or amendments thereto (except for the financial statements and notes thereto, the financial statement schedules and other statistical or financial data included therein, as to which such counsel need express no opinion) comply as to form in all material respects with the requirements of the Act and the rules of the Commission thereunder and nothing has come to the attention of such counsel that would cause such counsel to believe that the Registration Statement (including the information deemed to be part of the Registration Statement at the time of effectiveness pursuant to Rule 430A(b), if applicable) as amended or supplemented (except for the financial statements and notes thereto, the financial statement schedules and other statistical or financial data included therein as to which such counsel need express no opinion) at the time it became effective, at the time the Pricing Agreement was executed and at the Closing Date, contained any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading, or that, as of its date, the Prospectus or any amendment or supplement thereto (except for the financial statements and notes thereto, the financial statement schedules and other statistical or financial data included therein as to which such counsel need express no opinion) included or includes any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. To the extent applicable, the Rule 434 Prospectus conforms to the requirements of Rule 434 of the Act.

(xiii) The statements in the Prospectus and the documents incorporated by reference therein in the sections captioned "Risk Factors," "Business," "Certain Transactions" and "Executive Compensation" in each case insofar as such statements reflect a summary of the material legal matters or the documents referred to therein, fairly and accurately present the information called for by the Act and the applicable rules and regulations promulgated thereunder.

(xiv) To the knowledge of such counsel there are no statutes or regulations, provisions of the Delaware General Corporation Law, as amended, or any pending or threatened litigation or governmental proceedings against the Company required to be described in the Prospectus which are not so described, nor of any contracts or documents of a character required to be described in or filed as a part of the Registration Statement which are not described or filed as required.

(xv) To such counsel's knowledge, except as disclosed in the Prospectus, no person has the right, contractual or otherwise, to cause the

Company to register pursuant to the Act any shares of capital stock of the Company, upon the issuance and sale of the Shares to be sold by the Company and the Selling Stockholders to the Underwriters pursuant to this Agreement.

(xvi) Neither the Company nor any of its subsidiaries is an "investment company" or a person "controlled by" an "investment company" within the meaning of the Investment Company Act.

(xvii) To such counsel's knowledge, all offers and sales of the Company's and each of its subsidiaries capital stock prior to the date hereof were at all relevant times were either registered pursuant to the Act or exempt from the registration requirements of the Act and were duly registered or the subject of an available exemption from the registration requirements of the applicable state securities or blue sky laws.

In rendering such opinion, such counsel may state that they are relying upon the certificate of the Selling Stockholders and of officers of the Company and the transfer agent for the Common Stock, as to the number of shares of Common Stock at any time or times outstanding, and that insofar as their opinion under clause (xii) above relates to the accuracy and completeness of the Prospectus and Registration Statement, it is based upon a general review with the Company's representatives and independent accountants of the information contained therein, without independent verification by such counsel of the accuracy or completeness of such information. Such counsel may also rely upon the opinions of other competent counsel and, as to factual matters, on certificates of officers of the Company and of state officials, in which case their opinion is to state that they are so doing and copies of such opinions or certificates are to be attached to the opinion unless such opinions or certificates (or, in the case of certificates, the information therein) have been furnished to the Representatives otherwise.

(d) The Representatives shall have received from Neal, Gerber & Eisenberg, counsel for the Pritzker Foundation, a favorable opinion dated the Closing Date and satisfactory to the Representatives and the Underwriters' counsel to the effect that:

(i) With respect to such Selling Stockholder, this Agreement and the Pricing Agreement have been duly authorized, executed and delivered by or on behalf of each such Selling Stockholder; the officers of each such Selling Stockholder have been duly and validly authorized to carry out all transactions contemplated herein on behalf of each such Selling Stockholder; and the execution and performance of this Agreement and the Pricing Agreement, the sale and transfer of the Shares by such Selling Stockholder and the consummation of the transactions contemplated herein by such Selling Stockholder will not contravene, conflict with any of the provisions of, or result in a breach or default under, the Articles of Incorporation and by-laws of each such Selling Stockholder or any of its subsidiaries, any agreement, franchise, license, indenture, mortgage, deed of trust or other agreement or instrument known to such counsel to which any of such Selling Stockholders

or any of its subsidiaries is a party or by which any are bound or to which any of the property of such Selling Stockholders or any of its subsidiaries is subject, nor will such actions violate any order, rule or regulation known to such counsel of any court or regulatory or governmental body having jurisdiction over any of such Selling Stockholders or any of its respective properties; and no consent, approval, authorization or order of any court or governmental agency or body is required for the consummation of the transactions contemplated by this Agreement and the Pricing Agreement or the sale of Shares to be sold by such Selling Stockholders hereunder, except such as may be required under the Act or state securities laws as to which counsel need express no opinion;

(ii) Each Selling Stockholder has full right, power and authority to enter into this Agreement and the Pricing Agreement and to sell, transfer and deliver the Shares to be sold on the Closing Date or the Option Closing Date, as the case may be, by such Selling Stockholder hereunder; upon registration in the name of the Underwriters of such Shares to be sold by such Selling Stockholder hereunder, the Underwriters (who counsel may assume to be bona fide purchasers) will acquire valid title to such Shares so sold, free and clear of all voting trust arrangements, security interests, claims, liens, encumbrances, community property rights or any adverse interests of any nature imposed on such Shares by such Selling Stockholder or the Company.

(iii) This Agreement and the Pricing Agreement are legal, valid and binding agreements of each Selling Stockholder except as enforceability of the same may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity, and except that such counsel need express no opinion to those provisions relating to indemnities for liabilities arising under the Act.

(e) The Representatives shall have received from _____, counsel for the [Individual] Selling Stockholder, a favorable opinion dated the Closing Date and satisfactory to the Representatives and the Underwriters' counsel to the effect that:

(i) With respect to each Selling Stockholder, this Agreement, the Pricing Agreement, the Power of Attorney and the Custody Agreement have been duly authorized, executed and delivered by or on behalf of each such Selling Stockholder; the Agents and the Custodian for each such Selling Stockholder have been duly and validly authorized to carry out all transactions contemplated herein on behalf of each such Selling Stockholder; and the execution and performance of this Agreement and the Pricing Agreement, the sale and transfer of the Shares by such Selling Stockholder and the consummation of the transactions contemplated herein by such Selling Stockholder will not contravene, conflict with any of the provisions of, or result in a breach or default under, any agreement, franchise, license, indenture, mortgage, deed of trust or other agreement or instrument known to

such counsel to which any of such Selling Stockholders is a party or by which any are bound or to which any of the property of such Selling Stockholders is subject, nor will such actions violate any order, rule or regulation known to such counsel of any court or regulatory or governmental body having jurisdiction over any of such Selling Stockholders or any of their properties; and no consent, approval, authorization or order of any court or governmental agency or body is required for the consummation of the transactions contemplated by this Agreement, the Pricing Agreement, the Power of Attorney and the Custody Agreement or the sale of Shares to be sold by such Selling Stockholders hereunder, except such as may be required under the Act or state securities laws as to which counsel need express no opinion;

(ii) Each Selling Stockholder has full right, power, capacity and authority to enter into this Agreement, the Pricing Agreement, the Power of Attorney and the Custody Agreement and to sell, transfer and deliver the Shares to be sold on the Closing Date or the Option Closing Date, as the case may be, by such Selling Stockholder hereunder; upon registration in the name of the Underwriters of such Shares to be sold by such Selling Stockholder hereunder, the Underwriters (who counsel may assume to be bona fide purchasers) will acquire valid title to such Shares so sold, free and clear of all voting trust arrangements, security interests, claims, liens, encumbrances, community property rights or any adverse interests of any nature imposed on such Shares by such Selling Stockholder or the Company.

(iii) This Agreement and the Pricing Agreement are legal, valid and binding agreements of each Selling Stockholder except as enforceability of the same may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity, and except that such counsel need express no opinion to those provisions relating to indemnities for liabilities arising under the Act.

(iv) The Power of Attorney and Custody Agreement have been duly executed and delivered by each Selling Stockholder and constitute valid and binding agreements of each such Selling Stockholder in accordance with their terms.

(f) That the Representatives shall have received on the Closing Date a favorable opinion dated the Closing Date from McDermott, Will & Emery, counsel for the Underwriters, as to such matters as the Representatives may reasonably require.

(g) That the Representatives shall have received letters addressed to the Representatives and dated the date hereof and the Closing Date from each of KPMG LLP and PricewaterhouseCoopers LLP, who have been or are currently independent public accountants for the Company or one of its subsidiaries, to the effect set forth in Schedule III(a) and III(b), respectively. There shall not have been any change or decrease specified in the letters referred to in this

subparagraph which makes it impractical or inadvisable in the judgment of the Representatives to proceed with the public offering or purchase of the Shares as contemplated hereby.

(h) That (i) no stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceedings for that purpose shall have been taken or, to the knowledge of the Company, shall be contemplated by the Commission at or prior to the Closing Date; (ii) there shall not have been any change in the capital stock of the Company nor any material increase in the short or long-term debt of the Company from that set forth or contemplated in the Registration Statement; (iii) there shall not have been, since the respective dates as to which information is given in the Registration Statement and the Prospectus, except as may otherwise be set forth or contemplated in the Registration Statement and the Prospectus, any material adverse change in the financial condition or results of operations of the Company; (iv) the Company shall not have incurred any material liabilities or obligations, direct or contingent (whether or not in the ordinary course of business), other than those reflected in the Registration Statement, and (v) all of the representations and warranties of the Company contained in this Agreement shall be true and correct on and as of the date hereof and the Closing Date as if made on and as of each such date, and the Representatives shall have received a certificate, dated the Closing Date and signed by the chief executive officer and the principal financial officer (or such other officers as are acceptable to the Representatives) to the effect set forth in this Section 6(h) and in Section 6(i) hereof.

(i) That the Company shall not have failed at or prior to the Closing Date to have performed or complied in all material respects with any of the agreements herein contained and required to be performed or complied with by it at or prior to the Closing Date.

(j) Within 24 hours after the Registration Statement becomes effective, or within such longer period as to which the Representatives shall have consented, the Shares shall have been qualified for sale or exempted from such qualification under the securities laws of such jurisdictions as the Representatives shall have designated prior to the time of execution of the Pricing Agreement and such qualification or exemption shall continue in effect to and including the Closing Date.

(k) That the representations and warranties of each Selling Stockholder contained in this Agreement shall be true and correct on and as of the date hereof and the Closing Date as if made on and as of each such date, and the Representatives shall have received a certificate, dated the Closing Date, to the effect set forth in this Section 6(k).

(l) That the Representatives shall have received from Trans Union LLC a letter agreeing that neither Trans Union LLC nor any of its affiliates shall sell or otherwise dispose of any Common Stock or rights to purchase Common Stock for a period of 120 days after the date of the Pricing Agreement without the prior written consent of ABN AMRO Incorporated.

The several obligations of the Underwriters to purchase Additional Shares hereunder are subject to the satisfaction on and as of the Option Closing Date of the conditions set forth in paragraphs (a) through (l); except that the opinions called for

in paragraphs (c) and (f) shall be revised to reflect the sale of Additional Shares and shall be dated the Option Closing Date, if different from the Closing Date.

Section 7. Indemnification and Contribution.

(a) The Company and each of the Selling Stockholders, severally in proportion to the number of Firm Shares to be sold by such Selling Stockholder, agree to indemnify and hold harmless each Underwriter and each person, if any, who controls any Underwriter within the meaning of the Act or the Exchange Act from and against any and all losses, claims, damages or liabilities, joint or several, whatsoever (including any investigation, legal or other expenses incurred in connection with, and any amount paid in settlement of, any action, suit or proceeding or any claim asserted) to which such Underwriter, or such controlling person may become subject, arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus or the Registration Statement or the Prospectus or in any amendment or supplement thereto or arising out of or based upon any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred, except insofar as such losses, claims, damages or liabilities arise out of or are based upon any such untrue statement or omission or allegation thereof which has been made therein or omitted therefrom in reliance upon and in conformity with information relating to such Underwriter furnished in writing to the Company by or on behalf of any Underwriter through the Representatives expressly for use therein; provided, however, that the indemnification contained in this paragraph with respect to any Preliminary Prospectus shall not inure to the benefit of any Underwriter (or of any person controlling such Underwriter) with respect to any action or claim arising from the sale of the Shares by such Underwriter brought by any person who purchased Shares from such Underwriter if (i) a copy of the Prospectus (as amended or supplemented if any amendments or supplements thereto shall have been furnished to the Underwriter prior to the written confirmation of the sale involved) shall not have been given or sent to such person by or on behalf of the Underwriter with or prior to the written confirmation of the sale involved and (ii) the untrue statement or omission of a material fact contained in such Preliminary Prospectus was corrected in the Prospectus (as amended or supplemented if amended or supplemented as aforesaid). Notwithstanding the foregoing, the liability of each Selling Stockholder under this Section 7(a) shall be limited to an amount equal to such Selling Stockholder's proceeds (net of any underwriting discounts) from the public offering of the Shares. In addition, each Selling Stockholder shall not be liable under this Section 7(a) except to the extent that any such loss, claim, damage or liability (or action in respect thereof) arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any Preliminary Prospectus, the Registration Statement or the Prospectus or any such amendment or supplement in reliance upon and in conformity with written information furnished to the Company by such Selling Stockholder (in such capacity) expressly for use therein.

(b) If any action or claim shall be brought against any Underwriter or any person controlling such Underwriter, in respect of which indemnity may be sought against the Company, such Underwriter shall promptly notify the Company in writing, and the Company shall assume the defense thereof, including the employment of counsel and payment of all fees and expenses.

Any Underwriter or any such person controlling such Underwriter shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Underwriter or such controlling person and shall be reimbursed as they are incurred unless (i) the Company has agreed in writing to pay such fees and expenses, (ii) the Company has failed to assume the defense and employ counsel, or (iii) the named parties to any such action (including any impleaded party) included such Underwriter or controlling person and the Company and such Underwriter or controlling person shall have been advised by such counsel that there may be one or more legal defenses available to it which are different from or additional to those available to the Company and which may also result in a conflict of interest (in which case if such Underwriter or controlling person notifies the Company, the Company shall not have the right to assume the defense of such action on behalf of such Underwriter or controlling person, it being understood, however, that the Company shall not, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys for all such Underwriters and controlling persons, which firm shall be designated in writing by the Representatives). The Company shall not be liable for any settlement or any such action effected without the written consent of the Company, but if settled with the written consent of the Company, or if there shall be a final judgment for the plaintiff in any such action and the time for filing all appeals has expired, the Company agrees to indemnify and hold harmless any Underwriter and any such controlling person from and against any loss or liability by reason of such settlement or judgment.

(c) Each Underwriter will severally indemnify and hold harmless the Company, its directors, its officers who sign the Registration Statement and each Selling Stockholder, and any person controlling the Company within the meaning of the Act or the Exchange Act to the same extent as the foregoing indemnity from the Company to each Underwriter, but only with respect to information relating to such Underwriter furnished in writing to the Company by or on behalf of such Underwriter through the Representatives expressly for use in the Registration Statement, the Prospectus or any Preliminary Prospectus. If any action or claim shall be brought or asserted against the Company, any of its directors, any such officer, any such Selling Stockholder, or any such controlling person based on the Registration Statement, the Prospectus or any Preliminary Prospectus and in respect of which indemnity may be sought against any Underwriter, such Underwriter shall have the rights and duties given to the Company pursuant to Section 7(b) hereof (except that if the Company shall have assumed the defense thereof, such Underwriter shall not be required to do so, but may employ separate counsel therein and participate in the defense thereof but the fees and expenses of such counsel shall be at the expense of such Underwriter), and the Company, its directors, any such officer, any such Selling Stockholder, and any such controlling person shall have the rights and duties given to the Underwriters by Section 7(b) hereof.

(d) (i) If the indemnification provided for in this Section 7 is unavailable as a matter of law to any indemnified party under this Section 7 in respect of any losses, claims, damages, liabilities or expenses referred to therein, then the indemnifying party in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by damages, liabilities or expenses (A) in such proportion as is appropriate to reflect the relative benefits received by the Company, the Selling Stockholders and the Underwriters from the offering of the

Shares or (B) if the allocation provided by clause (A) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (A) above but also the relative fault of the Company, the Selling Stockholders and the Underwriters in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The respective relative benefits received by the Company, the Selling Stockholders and the Underwriters shall be deemed to be in the same proportion in the case of the Company and the Selling Stockholders, as the total price paid to the Company and the Selling Stockholders for the Shares by the Underwriters (net of underwriting discount but before deducting expenses), and in the case of the Underwriters as the underwriting discount received by them bears to the total of such amounts paid to the Company and the Selling Stockholders and received by the Underwriters as underwriting discount, in each case as contemplated by the Prospectus. The relative fault of the Company, the Selling Stockholders and the Underwriters shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Selling Stockholders or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by an indemnified party as a result of the losses, claims, damages, liabilities and expenses referred to in this Section shall be deemed to include, subject to the limitations set forth in this Section, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim.

(ii) The Company, the Selling Stockholders and the Underwriters agree that the determination of contribution pursuant to this Section based on pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph would not be just and equitable (even if the several Underwriters were treated as one entity for such purpose). Notwithstanding the provisions of this Section, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Shares underwritten by it and distributed to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute pursuant to this Section are several in proportion to their respective underwriting commitments and not joint.

(e) The indemnity and contribution agreements contained in this Section and the representations and warranties of the Company and the Selling Stockholders set forth in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any Underwriter or any person controlling any Underwriter, the Company or its directors or officers or any Selling Stockholder, (or any person controlling the Company or any Selling Stockholder), (ii) acceptance of any Shares and payment therefor hereunder and (iii) any termination of this Agreement. A successor or assign of an Underwriter, the Company or its directors or officers, and their legal and personal representatives (or of any person controlling an Underwriter, the Company or any Selling Stockholder) shall be entitled to the benefits of the indemnity, contribution and reimbursement agreements contained in this Section.

Section 8. Effective Date of Agreement. This Agreement shall become effective upon execution and delivery of this Agreement by the parties hereto.

Section 9. Default of Underwriters.

(a) If any one or more of the Underwriters shall fail or refuse to purchase Firm Shares which it or they have agreed to purchase under this Agreement and the Pricing Agreement and the aggregate number of Firm Shares which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one-tenth of the aggregate number of Firm Shares, each non-defaulting Underwriter shall be obligated, severally, in the proportion which the number of Firm Shares set forth opposite its name in Schedule I bears to the aggregate number of Firm Shares set forth opposite the names of all non-defaulting Underwriters or in such other proportion as the Representatives may specify in accordance with the Agreement Among Underwriters to purchase the Firm Shares which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase. If any Underwriter or Underwriters shall fail or refuse to purchase Firm Shares and the aggregate number of Firm Shares with respect to which such default occurs is more than one-tenth of the aggregate number of Firm Shares and arrangements satisfactory to the Representatives and the Company for the purchase of such Firm Shares are not made within 36 hours after such default, this Agreement will terminate without liability on the part of any non-defaulting Underwriter or the Company. In any such case which does not result in termination of this Agreement, either the Representatives or the Company shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Registration Statement and the Prospectus or any other documents or arrangements may be effected. Any action taken under this paragraph shall not relieve any defaulting Underwriter from liability in respect of any such default of any such Underwriter under this Agreement.

(b) Any notice under this Section 9 may be made by telecopy or telephone but shall be subsequently confirmed by letter.

Section 10. Termination of Agreement. This Agreement and the Pricing Agreement shall be subject to termination by notice given by you to the Company and the Selling Stockholders, if (a) after the execution and delivery of this Agreement and the Pricing Agreement and prior to the Closing Date (and with respect to the Additional Shares, the Option Closing Date) (i) trading generally shall have been suspended or materially limited on or by, as the case may be, any of the New York Stock Exchange, the American Stock Exchange, the National Association of Securities Dealers, Inc., the Chicago Board of Options Exchange, the Chicago Mercantile Exchange or the Chicago Board of Trade, (ii) trading of any securities of the Company shall have been suspended on any exchange or in any over-the-counter market, (iii) a general moratorium on commercial banking activities in New York or in Chicago shall have been declared by either Federal, New York or Illinois State authorities or (iv) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis that, in your judgment, is material and adverse and (b) in the case of any of the events specified in clauses (a)(i) through (iv), such event, singly or together with any other such event, makes it, in your judgment, impracticable to market the Shares on the terms and in the manner contemplated in the Prospectus. Notice of such cancellation shall be given to the Company and the Selling Stockholders by telecopy or telephone but shall be subsequently confirmed by letter.

Section 11. Reimbursement of Underwriters' Expenses. If the sale to the Underwriters of the Shares on the Closing Date is not consummated because any condition to the Underwriters' obligations hereunder is not satisfied or because of any refusal, inability or failure on the part of the Company or the Selling Stockholders to perform any agreement herein or to comply with any provision hereof, unless such failure to satisfy such condition or to comply with any provision hereof is due to the default or omission of any Underwriter, the Company and the Selling Stockholders agree to reimburse you and the other Underwriters upon demand for all out-of-pocket expenses (including reasonable fees and disbursements of counsel) that shall have been reasonably incurred by you and them in connection with the proposed purchase and the sale of the Shares. Any such termination shall be without liability of any party to any other party except that the provisions of this Section, Section 5 and Section 7 shall at all times be effective and shall apply.

Section 12. Notices. Except as otherwise provided in Sections 9 and 10 hereof, notice given pursuant to any of the provisions of this Agreement shall be in writing and shall be delivered (a) if to the Company, at the office of the Company at Acxiom Plaza, 1 Information Way, Little Rock, Arkansas 72202, Attention: Ms. Catherine L. Hughes, Esq., with a copy to Friday, Eldredge & Clark, 400 West Capitol Avenue, Suite 2000, Little Rock, Arkansas 72201-3493, Attention: Paul B. Benham or (b) if to the Representatives, at the offices of ABN AMRO Incorporated, 208 South LaSalle Street, 4th Floor, Chicago, Illinois 60604, Attention: Corporate Finance Department, with a copy to McDermott, Will & Emery, 227 West Monroe Street, Chicago, Illinois 60606, Attention: Thomas J. Murphy, P.C., (c) if to the Pritzker Foundation at the office of Marmon Group, 225 West Washington Street, Chicago, Illinois 60606, Attention: Robert Webb, with a copy to Neal, Gerber & Eisenberg, Two North LaSalle Street, Chicago, Illinois 60602, Attention: Ross Emmerman or (d) if to the [Individual] Selling Stockholders, to the Agents and the Custodian at such address as they have previously furnished to the Company and the Representatives, with a copy to _____, Attention: _____ or in any case to such other address as the person to be notified may have requested in writing.

Section 13. Successors. The Agreement and the Pricing Agreement are made solely for the benefit of the several Underwriters, the Company, their directors and officers and other controlling persons referred to in Section 7 hereof, and their respective successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement or the Pricing Agreement. The term "successors and assigns" as used in this Agreement shall not include a purchaser from any of the several Underwriters of any of the Shares in his status as such purchaser.

Section 14. Representation of Underwriters. The Representatives will act for the several Underwriters in connection with the purchase, offering and sale of the Shares, and any action taken by the Representatives will be binding upon all the Underwriters.

Section 15. Partial Unenforceability. If any section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other section, paragraph or provision hereof.

Section 16. Applicable Law. This Agreement and the Pricing Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 17. Counterparts. This Agreement may be signed in various counterparts which together shall constitute one and the same instrument.

*

*

*

Please confirm that the foregoing correctly sets forth the agreement among

the Company and the several Underwriters.

Very truly yours,

ACXIOM CORPORATION

By: _____
Name:
Title:

PRITZKER FOUNDATION

By: _____
Name:
Title:

[INDIVIDUAL SELLING STOCKHOLDERS], listed on
Schedule II to the Underwriting Agreement

By: _____
Agent and Attorney-in-Fact

Accepted and delivered as of
the date first written above.

ABN AMRO INCORPORATED
MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED
SALOMON SMITH BARNEY INC.
WILLIAM BLAIR & COMPANY, L.L.C.
PAINWEBBER INCORPORATED
ROBERT W. BAIRD & CO. INCORPORATED
STEPHENS INC.

Acting as Representatives of
the Several Underwriters named
in Schedule I hereto.

By: ABN AMRO Incorporated

By: _____
Name:
Title:

ACXIOM CORPORATION

SCHEDULE I

Underwriters

Name	Firm Shares
-----	-----
ABN AMRO Incorporated.....	
Merrill Lynch, Pierce, Fenner & Smith Incorporated.....	
Salomon Smith Barney Inc.....	
William Blair & Company, L.L.C.....	
PaineWebber Incorporated.....	
Robert W. Baird & Co. Incorporated.....	
Stephens Inc.....	
TOTAL.....	5,511,076 =====

ACXIOM CORPORATION

SCHEDULE II

Selling Stockholders

Name -----	Number of Firm Shares to be sold -----
TOTAL.....	_____

ACXIOM CORPORATION

SCHEDULE III(A)

Comfort Letter of KPMG LLP

[TO BE COMPLETED]

ACXIOM CORPORATION

SCHEDULE III(B)

Comfort Letter of PricewaterhouseCoopers LLP

[TO BE COMPLETED]

EXHIBIT A

_____ Shares/2/

Acxiom Corporation

Common Stock

PRICING AGREEMENT

_____, 1999

ABN AMRO Incorporated
Merrill Lynch, Pierce, Fenner & Smith
Incorporated
Salomon Smith Barney Inc.
William Blair & Company, L.L.C.
PaineWebber Incorporated
Robert W. Baird & Co. Incorporated
Stephens Inc.
Individually and as Representatives of the
Several Underwriters Named in Schedule I
to the Underwriting Agreement
c/o ABN AMRO Incorporated
208 South LaSalle Street
4th Floor
Chicago, Illinois 60604

Ladies and Gentlemen:

Reference is made to the Underwriting Agreement, dated _____, 1999 (the "Underwriting Agreement"), relating to the purchase by the several Underwriters named in Schedule II thereto (collectively, the "Underwriters"), for whom you are acting individually and as representatives (the "Representatives"), of the above referenced Common Stock (the "Shares") of Acxiom Corporation (the "Company").

Pursuant to Section 3 of the Underwriting Agreement, the Company agrees with each of the Underwriters as follows:

1. The initial public offering price per share of the Shares determined as provided in said Section 3 shall be \$_____.
2. The purchase price per share of the Shares to be paid by the several Underwriters shall be \$_____, being an amount equal to the initial public offering price set forth above, less \$_____ per Share.

/2/* Plus an option to purchase up to _____ Additional Shares to cover over-allotments

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement among the Underwriters and the Company in accordance with its terms.

Very truly yours,

ACXIOM CORPORATION

By: _____
Name:
Title:

PRITZKER FOUNDATION

By: _____
Name:
Title:

[INDIVIDUAL SELLING STOCKHOLDERS],
listed on Schedule II to the
Underwriting Agreement

By: _____
Agent and Attorney-in-Fact

Confirmed and Accepted, as of the date first above written for themselves and as Representatives of the other Underwriters named in the Underwriting Agreement:

ABN AMRO Incorporated

Merrill Lynch, Pierce, Fenner & Smith
Incorporated
Salomon Smith Barney Inc.
William Blair & Company, L.L.C.
PaineWebber Incorporated
Robert W. Baird & Co. Incorporated
Stephens Inc.

Acting as Representatives of the Several
Underwriters named in Schedule I to
the Underwriting Agreement

By: ABN AMRO Incorporated

By: _____

June 18, 1999

Acxiom Corporation
1 Information Way
Little Rock, Arkansas 72202

Ladies and Gentlemen:

This opinion is being provided in connection with the Registration Statement on Form S-3 (the "Registration Statement") being filed with the Securities and Exchange Commission on or about this date by Acxiom Corporation (the "Company") and certain selling stockholders for registration under the Securities Act of 1933, as amended (the "Act"), of 2,390,076 shares of the Company's common stock, \$.10 par value per share (the "Shares").

It is our opinion that all action necessary to register the Shares under the Act will have been taken when the Registration Statement shall have become effective in accordance with the applicable provisions of the Act.

It is our further opinion that the Shares to be issued and sold by the Company will be, upon issuance in the manner contemplated by the Registration Statement, 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 reference to us as are made therein.

Very truly yours,

/s/ Friday, Eldredge & Clark, LLP

Friday, Eldredge & Clark, LLP

INDEPENDENT AUDITORS' CONSENT

To the Board of Directors
Acxiom Corporation:

We consent to the use of our reports included and incorporated by reference herein and to the reference to our firm under the heading "Experts" in the Registration Statement.

/s/ KPMG LLP

Little Rock, Arkansas
June 18, 1999

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the use in the Registration Statement on Form S-3 of Acxiom Corporation of our report dated November 1, 1996, relating to the consolidated statements of operations, of stockholders' equity and of cash flows of May & Speh, Inc. for the year ended September 30, 1996 (not presented separately herein). We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
Chicago, Illinois
June 18, 1999

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned officer of Acxiom Corporation, a Delaware corporation (the "Company"), does hereby constitute and appoint Catherine L. Hughes as his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution for him and in his name, place and stead, in his capacity as the principal accounting officer of Acxiom, to sign Acxiom's Registration Statement on Form S-3, together with any amendments thereto, and to file the same, together with any exhibits and all other documents related thereto, with the Securities and Exchange Commission, granting to said attorney-in-fact and agent, 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 attorney-in-fact and agent 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

Date: June 14, 1999

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director of Acxiom Corporation, a Delaware corporation (the "Company"), does hereby constitute and appoint Catherine L. Hughes and/or Robert S. Bloom as her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution for her and in her name, place and stead, in her capacity as a director of Acxiom, to sign Acxiom's Registration Statement on Form S-3, together with any amendments thereto, 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 her hand this date.

Signature:

/s/ Ann H. Die

- - - - -

Dr. Ann H. Die

Date: June 14, 1999

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director of Acxiom Corporation, a Delaware corporation (the "Company"), does hereby constitute and appoint Catherine L. Hughes and/or Robert S. Bloom as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution for him and in his name, place and stead, in his capacity as a director of Acxiom, to sign Acxiom's Registration Statement on Form S-3, together with any amendments thereto, 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

William T. Dillard II

Date: June 14, 1999

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director of Acxiom Corporation, a Delaware corporation (the "Company"), does hereby constitute and appoint Catherine L. Hughes and/or Robert S. Bloom as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution for him and in his name, place and stead, in his capacity as a director of Acxiom, to sign Acxiom's Registration Statement on Form S-3, together with any amendments thereto, 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/ Harry C. Gambill

Harry C. Gambill

Date: June 14, 1999

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 as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution for him and in his name, place and stead, in his capacity as a director and principal financial officer of Acxiom, to sign Acxiom's Registration Statement on Form S-3, together with any amendments thereto, 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

Rodger S. Kline

Date: June 14, 1999

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director of Acxiom Corporation, a Delaware corporation (the "Company"), does hereby constitute and appoint Catherine L. Hughes and/or Robert S. Bloom as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution for him and in his name, place and stead, in his capacity as a director of Acxiom, to sign Acxiom's Registration Statement on Form S-3, together with any amendments thereto, 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 agent, 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/ Thomas F. (Mack) McLarty, III

Thomas F. (Mack) McLarty, III

Date: June 14, 1999

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 as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution for him and in his name, place and stead, in his capacity as a director and principal executive officer of Acxiom, to sign Acxiom's Registration Statement on Form S-3, together with any amendments thereto, 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

Charles D. Morgan

Date: June 14, 1999

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director of Acxiom Corporation, a Delaware corporation (the "Company"), does hereby constitute and appoint Catherine L. Hughes and/or Robert S. Bloom as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution for him and in his name, place and stead, in his capacity as a director of Acxiom, to sign Acxiom's Registration Statement on Form S-3, together with any amendments thereto, 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

Date: June 14, 1999

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 as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution for him and in his name, place and stead, in his capacity as a director and officer of Acxiom, to sign Acxiom's Registration Statement on Form S-3, together with any amendments thereto, 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

James T. Womble

Date: June 14, 1999