

**UNITED STATES OF AMERICA
BEFORE FEDERAL TRADE COMMISSION**

2. Proposed Respondent GeoQuest International Holdings, Inc., is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware with its office and principal place of business located at 533 Westheimer Drive, Houston, Texas 77056. GeoQuest is a holding company and has no operating assets. Its principal subsidiary is Petroleum Information Corporation, a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its office and principal place of business located at 533 Westheimer Drive, Houston, Texas 77056.
3. Tobin Data Graphics LLC is a Texas limited liability company, with its office and principal place of business located at 114 Camp Street, San Antonio, Texas 78204.
4. Proposed Respondents and TDG admit all the jurisdictional facts set forth in the draft of complaint here attached.
5. Proposed Respondents and TDG waive:
 - a. any further procedural steps;
 - b. the requirement that the Commission's decision contain a statement of findings of fact and conclusions of law;
 - c. all rights to seek judicial review or otherwise to challenge or contest the validity of the Order entered pursuant to this Agreement; and
 - d. any claim under the Equal Access to Justice Act.
6. This agreement shall not become part of the public record of the proceeding unless and until it is accepted by the Commission. If this agreement is accepted by the Commission it, together with the draft of complaint contemplated thereby, will be placed on the public record for a period of sixty (60) days and information in respect thereto publicly released. The Commission thereafter may either withdraw its acceptance of this agreement and so notify the proposed Respondents and TDG, in which event it will take such action as it may consider appropriate, or issue and serve its complaint (in such form as the circumstances may require) and decision, in disposition of the proceeding.
7. This agreement is for settlement purposes only and does not constitute an admission by the proposed Respondents or TDG that the law has been violated as alleged in the draft of complaint here attached, or that the facts as alleged in the draft complaint, other than jurisdictional facts, are true.
8. This agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of § 2.34 of the Commission's Rules, the Commission may, without further notice the

proposed Respondents or TDG, (1) issue its complaint corresponding in form and substance with the draft of complaint here attached and its decision containing the following Order to divest in disposition of the proceeding and (2) make information public with respect thereto. When so entered, the Order to divest shall have the same force and effect and may be altered, modified or set aside in the same manner and within the same time provided by statute for other Orders. The Order shall become final upon service. Delivery by the U.S. Postal Service of the complaint and decision containing the agreed-to Order to the proposed Respondents' counsel at the address as stated in this agreement shall constitute service. Proposed Respondents and TDG waive any right they may have to any other manner of service. The complaint may be used in construing the terms of the Order, and no agreement, understanding, representation, or interpretation not contained in the Order or the agreement may be used to vary or contradict the terms of the Order.

9. Proposed Respondents and TDG have read the proposed complaint and Order contemplated hereby. They understand that once the Order has been issued, they will be required to file one or more compliance reports showing that they have fully complied with the Order. Proposed Respondents and TDG further understand that they may be liable for civil penalties in the amount provided by law for each violation of the Order after it becomes final.

10. Respondents and the Commission agree that, in the event the Commission takes any action concerning the extent, validity or significance of any intellectual property right claimed by the Respondents, the acceptance of this Agreement, or Commission approval of any agreement under which the Specified Data is divested, shall have no impact whatsoever on any adjudication or any action of the Copyright Office of the Library of Congress or the United States Patent and Trademark Office of the Department of Commerce concerning the Respondents' claim of any intellectual property right.

Order

I.

IT IS ORDERED that, as used in this Order, the following definitions shall apply:

- A. "Dwight's" means SoftSearch Holdings, Inc., its directors, officers, employees, agents and representatives, successors, and assigns; its subsidiaries, divisions, groups and affiliates controlled by SoftSearch Holdings, Inc., and the respective directors, officers, employees, agents and representatives, successors and assigns of each.
- B. "PIC" means GeoQuest International Holdings, Inc., its directors, officers, employees, agents and representatives, successors, and assigns; its subsidiaries, divisions, groups and affiliates controlled by GeoQuest International Holdings, Inc., and the respective directors, officers, employees, agents, and representatives, successors and assigns of each.
- C. "TDG" means Tobin Data Graphics LLC, its directors, officers, employees, agents and representatives, successors, and assigns; its subsidiaries, divisions, groups and affiliates controlled by Tobin Data Graphics LLC, and the respective directors, officers, employees, agents, and representatives, successors and assigns of each.
- D. "Graphics Information Technologies, Inc.," is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware with its office and principal place of business located at 1560 Broadway, Suite 903, Denver, Colorado 80202.
- E. "HPDI, L.L.C.," is a Texas limited liability company with its office and principal place of business located at 9300 Research Boulevard, Suite 306, Austin, Texas 78759-6520.
- F. "Respondents" means Dwight's and PIC.
- G. The "Merger" means the proposed combination of the businesses of Dwight's Energydata, Inc., and Petroleum Information Corporation.
- H. "Commission" means the Federal Trade Commission.
- I. "Relevant Product" means Well Data and Production Data.
- J. "Well Data" means information in any media concerning the location, permitting, drilling activity or completion of any oil or gas well located in the United States, including U.S. territorial waters, and related information.

- K. "Well Header Data" means the following information regarding an oil, gas, or other well: API Number, Surface and Bottom Hole Locations (Township, Range, Section, Area, Block, Section, Survey, Abstract, and Footage Calls), Lease Name and ID, Well Number, Permit Number, Operator Name, Total Depth, Completion or Plugging Date, Final Status, Class, Field Name, Elevation, and Dwight's ID.
- L. "Production Data" means information in any media concerning the identity, location and volume of fluids, including, but not limited to, oil, water, and natural gas, produced from or injected into any oil or natural gas well or leases located in the United States, including U.S. territorial waters, and related information.
- M. "Acquirer" means the person or persons approved by the Commission to acquire the Specified Data.
- N. "Divest" means to grant a perpetual, world-wide license to the Acquirer, with the right, subject to the terms of this Order, to use, combine with other information, reproduce, market, assign or otherwise transfer, and sublicense the Specified Data.
- O. "Specified Data" means digital well data and production data that are included in one or more of the Schedule A Products and the Well Header Data received by Dwight's from TDG under the Data Exchange and Sales Representative Agreement entered into on June 1, 1995.
- P. "Schedule A Products" means those products listed in Schedule A of this Order.
- Q. "Shared employee" means any person whose salary or other compensation for services rendered is paid, directly or indirectly, by both TDG and Petroleum Information Dwight's.
- R. "Petroleum Information Dwight's" means the entity that is created as a result of the Merger.
- S. "Royalty-based compensation" means payment to a vendor or licensor based, directly or indirectly, upon the revenue generated by the sale of the vendor's or licensor's well data or production data.

II.

IT IS FURTHER ORDEREDthat:

A. Following completion of the Merger, Respondents shall divest the Specified Data, absolutely and in good faith, at no minimum price, consistent with the provisions of this Order, either to (1) HPDI, L.L.C., pursuant to, and in accordance with the time frame set out in paragraph 2(a) of, the License Agreement for Specified Data entered into between Dwight's and HPDI, L.L.C., dated September 18, 1996 (Exhibit A hereto); or (2) another person that receives the prior approval of the Commission, and only in a manner that receives the prior approval of the Commission. Provided, however if, at the time the Commission determines to make this Order final, the Commission notifies Respondents that HPDI, L.L.C., is not an acceptable acquirer, then Respondents shall not divest the Specified Data to HPDI, L.L.C. Upon expiration of the divestiture period described in paragraph III.B.4. of the Order, Respondents shall have no further obligation to divest.

B. The purpose of the divestiture of the Specified Data is to ensure the continued use of the Specified Data in the same type of business in which the Specified Data is used at the time of the Merger, and to remedy any lessening of competition resulting from the Merger as alleged in the Commission's complaint.

C. After the Specified Data has been divested, Respondents shall not exercise any right they may have, whether at common law, in equity, or in bankruptcy or reorganization (including through obtaining any equity interest in a reorganized debtor) or otherwise, to terminate the license granted under this Order or to seek to have such license terminated, or to require, or seek to require, the Acquirer or its successor or assignee to return the Specified Data.

III.

IT IS FURTHER ORDEREDthat:

A. If Respondents have not divested, absolutely and in good faith and with the Commission's prior approval, the Specified Data, the Commission may, on the date this Order becomes final, or at any time thereafter, appoint either Ben Burkett, II, of Burkett Consulting, Dallas, Texas, ("Burkett") or someone else to act as trustee to divest

statute enforced by the Commission, for any failure by the Respondents to comply with this order.

B. If a trustee is appointed by the Commission or a court pursuant to paragraph III.A. of this Order, Respondents shall consent to the following terms and conditions regarding the trustee's powers, duties, authority, and responsibilities:

1. The Commission either (1) shall select Burkett to be the trustee under the terms of a trustee agreement as set out in Exhibit B hereto; or (2) shall select another trustee subject to the consent of Respondents, which consent shall not be unreasonably withheld. The trustee, if not Burkett, shall be a person with experience and expertise in acquisitions and divestitures. If Respondents have not opposed, in writing, including the reasons for opposing, the selection of any proposed trustee, other than Burkett, within ten (10) days after notice by the staff of the Commission to Respondents of the identity of any proposed trustee, Respondents shall be deemed to have consented to the selection of the proposed trustee.
2. Subject to the prior approval of the Commission, the trustee shall have the exclusive power and authority to divest the Specified Data.
3. Within ten (10) days after appointment of the trustee, Respondents shall execute a trust agreement that, subject to the prior approval of the Commission, and in the case of a court-appointed trustee, of the court, transfers to the trustee all rights and powers necessary to permit the trustee to effect the divestiture required by this Order. Such agreement may contain provisions requiring the trustee to protect against unauthorized disclosure or use of the Specified Data before the Specified Data is divested.
4. The trustee shall have twelve (12) months from the date the Commission approves the trust agreement described in Paragraph III.B.3. to accomplish the divestiture, which shall be subject to the prior approval of the Commission. If, however, at the end of the twelve (12) month period, the trustee has submitted a plan of divestiture or believes that divestiture can be achieved within a reasonable time, the divestiture period may be extended by the Commission, or, in the case of a court-appointed trustee, by the Court; provided, however, the Commission may extend this period only two (2) times for up to twelve (12) months each time.
5. The trustee shall have full and complete access to the Specified Data and to the personnel, books, records and facilities related to the Specified Data or to any other relevant information, as the trustee may reasonably request. The trustee may require that a repository be

established to allow for examination of the Specified Data by prospective Acquirers. Respondents shall develop such financial or other information as such trustee may reasonably request and shall cooperate with the trustee. Respondents shall take no action to interfere with or impede the trustee's accomplishment of the divestiture. Any delays in divestiture caused by Respondents shall extend the time for divestiture under this Paragraph in an amount equal to the delay, as determined by the Commission or, for a court-appointed trustee, by the court.

6. The trustee shall make reasonable efforts to negotiate the most favorable price and terms available in each contract that is submitted to the Commission, subject to Respondents' absolute and unconditional obligation to divest at no minimum price. The divestiture shall be made in the manner and to the Acquirer as set out in Paragraphs II. and III. of this Order, provided, however, if the trustee receives bona fide offers from more than one acquiring entity, the trustee shall submit all such bids to the Commission, and if the Commission determines to approve more than one such acquiring entity either for the whole data set or for any of the same parts of the data set comprising the Specified Data, the trustee shall divest to the acquiring entity or entities selected by Respondents from among those approved by the Commission. The Commission may approve divestiture of parts of the Specified Data to different acquiring entities, but in no event will there be more than one Acquirer for either the whole data set comprising the Specified Data, or any of the same parts of the data set comprising the Specified Data.

7. The trustee shall serve, without bond or other security, at the cost and expense of Respondents, on such reasonable and customary terms and conditions as the Commission or a court may set. The trustee shall have the authority to employ, at the cost and expense of Respondents, and at reasonable fees, such consultants, accountants, attorneys, investment bankers, business brokers, appraisers, and other representatives and assistants as are reasonably necessary to carry out the trustee's duties and responsibilities. The trustee shall account for all monies derived from the divestiture and all expenses incurred. After approval by the Commission and in the case of a court-appointed trustee, by the court, of the account of the trustee, including fees for his or her services, all remaining monies shall be paid at the direction of the Respondents, and the trustee's power shall be terminated. The trustee's compensation shall be based at least in significant part on a commission arrangement contingent on the trustee's divesting the Specified Data.

8. Respondents shall indemnify the trustee and hold the trustee harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the trustee's duties, including all reasonable fees of counsel and other expenses incurred in

connection with the preparation for, or defense of any claim, whether or not resulting in any liability, except to the extent that such liabilities, losses, damages, claims, or expenses result from misfeasance, gross negligence, willful or wanton acts, or bad faith by the trustee.

9. If the trustee ceases to act or fails to act diligently, a substitute trustee shall be appointed in the same manner as provided in Paragraph III.A. of this Order.

10. Consistent with the terms of this Order, the Commission or, in the case of a court-appointed trustee, the court, may on its own initiative or at the request of the trustee issue such additional orders or directions as may be reasonably necessary or appropriate to accomplish the divestiture required by this Order. Notwithstanding Paragraph IV.G. herein, such additional orders or directions may provide for, among other things, giving the Acquirer the right to use the record layouts specified in Paragraph IV.A. when sublicensing the Specified Data, with provisions that insure against confusion of the origin of the data.

11. The trustee shall have no obligation or authority to operate or maintain the Specified Data.

12. The trustee shall report in writing to Respondents and the Commission every sixty (60) days concerning the trustee's efforts to accomplish divestiture.

IV.

IT IS FURTHER ORDEREDthat:

A. The Specified Data shall be delivered to the Acquirer in machine-readable, usable form in the record layouts in Annex 1 of this Order for well data, Annex 2A of this Order for production data, Annex 2B of this Order for the Texas oil test (W10) file; Annex 2C of this Order for the Louisiana oil test (DM1R) file; and Annex 3 of this Order for Petroleum Data System (PDS) data, which support the Dwight's Petroleum Reservoirs CD-ROM. Respondents shall provide the Acquirer the Specified Data in the computer code set in which the records are maintained or in industry standard (8-bit) ASCII, at the Acquirer's option.

B. Respondents shall provide the Acquirer with all existing technical system documentation and user documentation relating to the Specified Data. Such documentation includes, but is not limited to, a description of all data elements in Dwight's Well Data System, a description of the data file in Dwight's A-File (unpacked) file; a description of the test file in the Texas oil test (W10) file; a description of the test file in

the Louisiana oil test (DM1R) file; Dwight's "Data Item Manual;" and the keys to all codes used by Dwight's, whether maintained in machine-readable format, hard copy, or microfilm.

C. Respondents shall provide Acquirer with data that is current as of the date of the divestiture for all data elements that were included in any Schedule A Product on the date on which the Commission accepts this Order for comment, to the extent that data exist on any Dwight's computer records.

D. Respondents shall make no claim to ownership, title, or interest in any product derived from the Specified Data by the Acquirer.

E. Respondents are not required to provide the Acquirer the right to sublicense well identifier codes, field and reservoir codes, and operator codes, to the extent that such codes are unique to Dwight's. However, Respondents shall provide Acquirer with the right to provide its licensees with a cross-reference to enable a licensee to convert from Dwight's codes to the Acquirer's codes.

F. Respondents are not required to provide Acquirer (a) any latitude or longitude data that Respondents possess solely by reason of the Data Exchange and Sales Representative Agreement entered into between Dwight's and TDG on June 1, 1995; (b) any software, or any rights to use or sublicense any software; or (c) any calculation of estimated future recoverable oil or gas reserves.

G. Respondents are not required to provide Acquirer the right to use the record layouts specified in Paragraph IV.A. when sublicensing the Specified Data.

H. The Acquirer shall not transfer or sublicense any rights to any Specified Data in any manner that would have the effect of creating additional independent vendors for the whole or any part of the Specified Data. Notwithstanding the above, Acquirer shall have the right to, among other things: assign or otherwise transfer all of its rights to and interest in all or part of the Specified Data to another person; create distributorships or appoint sales agents for licensing of the Specified Data; or license the Specified Data to geological libraries for use by their members on a read-and-print-only basis. In addition, Acquirer shall have the right to enter into data exchange agreements wherein the recipient of the Acquirer's data has the right to market and sublicense the Specified Data, provided that the recipient under such data exchange agreement shall not grant a license or other right to Specified Data, or otherwise knowingly make the Specified Data available, to any person unless such person has agreed not to transfer or sublicense the Specified Data and not to make the Specified Data publicly available. Respondents shall not enforce any restriction on the Acquirer's right to transfer or sublicense the Specified Data in the event that a court or an administrative agency, in a proceeding involving the respondents, issues a final order from which no appeal has been or can be taken, determining that all or a portion of the Specified Data is not protected intellectual property. Within 30 days of the

issuance of such an order, Respondents shall notify the Commission and the Acquirer that restrictions on the transfer or sublicense contained in the License Agreement will not be enforced with respect to the portion of the Specified Data that was determined to be unprotected intellectual property.

I. Upon reasonable notice to Respondents from the Acquirer, Respondents shall provide such assistance to the Acquirer as is reasonably necessary to ensure that the purpose of the divestiture of the Specified Data is accomplished. Such assistance shall include reasonable consultation with knowledgeable employees of Respondents for a period of time sufficient to ensure that the Acquirer's personnel are appropriately trained in the sources and processing of the data contained in the Specified Data. Respondents, however, shall not be required to continue providing such assistance for more than twelve (12) months from the date of the divestiture. Respondents may charge the Acquirer at a rate no greater than their direct costs for providing such technical assistance. Direct costs

ownership right under said Agreement to the Acquirer in the record layout specified in Paragraph IV.A.

M. Within ten (10) days after divestiture of the Specified Data, Dwight's shall assign to the Acquirer all of its rights under and interest in the Joint Marketing Agreement of July 1, 1994, withMunger Oil Information Services, Inc. (Munger"), which relates to well data for California, Oregon, Pacific Federal Offshore, Alaska, and Washington.Mfinger consents to such assignment, Petroleum InformationDwight's shall promptly remove from its products all data acquired fromMunger under the Joint Marketing Agreement of July 1, 1994, and all predecessor agreements and provide the data to the Acquirer in the format specified in Paragraph IV.A. above; provided, however, that Petroleum InformationDwight's shall be free to negotiate a new agreement witMunger. Such new agreement may neither be exclusive nor contain a Royalty-based compensation provision. If Munger does not consent to such assignment, Dwight's shall promptly terminate the Joint Marketing Agreement in accordance with its terms and provide any data to which Dwight's has an ownership right under said Agreement to the Acquirer in the record layout specified in Paragraph IV.A.

V.

IT IS FURTHER ORDEREDthat Respondents shall provide to the Commission staff or a Repository designated by the Commission staff a copy of the Specified Data that was provided to the Acquirer, a copy of all Schedule A Products as of the date on which the Commission accepts this Order for comment, and a copy of all Dwight's CD-ROM products published and offered for sale to customers immediately prior to the divestiture of the Specified Data.

VI.

IT IS FURTHER ORDEREDthat, for a period of ten (10) years from the date this Order becomes final, Respondents shall not, without prior notification to the Commission, directly or indirectly:

- A. Acquire any stock, share capital, equity, or other interest in Graphics Information Technologies, Inc., or in any person engaged in the distribution of a Relevant Product at any time within the two years preceding such acquisition;
- B. Enter into any agreements or other arrangements with any person whose principal business is distributing a Relevant Product, to obtain direct or indirect ownership, management, or control of any preexisting data bases that are or were used in such business; or
- C. Acquire from any one entity cumulatively during any period of three consecutive calendar years (a) the exclusive ownership of records containing well data covering more than 75,000 wells in any one state except Texas, or 250,000 wells in the State of Texas or

(b) either the exclusive right, or a non-exclusive right with a Royalty-based compensation, to market well data covering more than 75,000 wells in any one state except Texas, or 250,000 wells in the State of Texas. Respondents shall have the right to rely upon the supplying entity's best estimates, at the time of the acquisition, concerning the number and locations of the covered wells. In determining whether notification may be required by this provision, well records that have been included in a previous notification under this provision or under 15U.S.C.

IX.**IT IS FURTHER ORDERED**that:

A. Within ten days of receiving notification from the Commission staff that the Specified Data has been divested to the Acquirer, TDG shall offer to the Acquirer, its successor, assignee, agent or distributor (collectively, "Acquirer" for purposes of this paragraph), a Sales Representative Agreement in the form of Exhibit C hereto. The terms of any sales representative agreement between TDG and the Acquirer shall cover the same products and be at least as favorable to the Acquirer as the terms agreed to from time to time between TDG and Petroleum Information Dwight's. The Sales Representative Agreement for the Acquirer shall be non-terminable by TDG, except under the following circumstances:

1. The breach of material terms by the Acquirer or the Acquirer's inability to pay. In the case of such a breach, the obligations of TDG shall resume upon cure of the breach. In the case of receivership or voluntary or involuntary bankruptcy, or the institution of proceedings therefor, the obligation of TDG under this Paragraph

and reasonable notice, each Respondent and TDG shall permit any duly authorized representative of the Commission:

A. Access, during office hours and in the presence of counsel, to inspect and copy all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of Respondent relating to any matters contained in this Order; and

B. Upon five (5) days' notice to the appropriate Respondent, and without restraint or interference, to interview officers, directors, or employees of the Respondent, who may have counsel present.

XI.

IT IS FURTHER ORDERED that Respondents and TDG shall notify the Commission at least thirty (30) days prior to any proposed change in the corporate Respondents or TDG such as dissolution, assignment, sale resulting in the emergence of a successor corporation, or the creation or dissolution of subsidiaries or any other change in the corporations that may affect compliance obligations arising out of the Order.

SIGNED this day of , 1996.

**GEOQUEST INTERNATIONAL
HOLDINGS, INC.**

: _____
John R. Butler, Jr.
Chairman and Chief
Executive Officer

Frank Lipson
Counsel for the Federal
Trade Commission

APPROVED:

SOFTSEARCH HOLDINGS, INC.

By: _____
Dr. Robert C. Ivey
President

Phillip L. Broyles
Assistant Director
Bureau of Competition

TOBIN DATA GRAPHICS LLC

By: _____
Donald R. Stone
President

George S. Cary
Senior Deputy Director
Bureau of Competition

William J. Baer
Director
Federal Trade Commission

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Schedule A

I. Dwight's Production Data CD-Rom Products

West Coast Area, consisting of California, Oregon, Pacific Federal Offshore, Alaska

Gulf Coast Area, consisting of Arkansas, Louisiana, Mississippi, Alabama, Florida, Federal Offshore, Coastal Counties of Texas

MidContinent Area, consisting of Arkansas, Kansas, Michigan, Oklahoma and Texas Railroad Commission District 10.

Texas Area, consisting of all of Texas

Rocky Mountain Area, consisting of Arizona, Colorado, Montana, New Mexico, North Dakota, South Dakota, Wyoming, Nebraska, Nevada, Utah

II. Dwight's Discover SCOUT CD-ROM Products

Gulf Coast Area, consisting of Arkansas, Louisiana, Mississippi, Alabama, Florida, Federal Offshore

MidContinent Area, consisting of Northern Arkansas, Michigan, Oklahoma and Texas Railroad Commission District 10

Texas Area consisting of all of Texas

Rocky Mountain Area, consisting of Arizona, Colorado, Montana, New Mexico, North Dakota, South Dakota, Wyoming, Nebraska, Nevada, Utah, Idaho

III. Dwight's Discover CD-ROM Products

Oklahoma Area, consisting of Oklahoma

Rocky Mountain Area, consisting of Arizona, Colorado, Montana, New Mexico, North Dakota, South Dakota, Wyoming, Nebraska, Nevada, Utah, Idaho

IV. Dwight's Petroleum Reservoirs (DPR) With Operated Production CD-ROM Products

State of Alaska

State of California

Permian Basin

Texas & Southeast New Mexico

State of Oregon

Gulf Coast Area, consisting of Alabama, Arkansas, Florida, Gulf of Mexico Offshore, Louisiana, Mississippi, Texas Railroad Commission Districts 3, and 4

MidContinent Area, consisting of Arkansas, Kansas, Oklahoma, Texas Railroad Commission District 10

Rocky Mountain Area, consisting of Arizona, Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming, New Mexico

[Annexes 1-3 and Exhibits A-C -- with confidential material redacted -- are attached to paper copies of the consent agreement, but are not currently available in electronic form.]

days and may subsequently withdraw such acceptance pursuant to the provisions of § 1.34 of the Commission's Rules; and

WHEREAS, the Commission is concerned that if an agreement is not reached preserving the Specified Data (as defined in the Agreement Containing Consent Order) during the period prior to the time that the Consent Order becomes final, divestiture of said data to an independent, viable competitor or other effective relief might not be possible in any proceeding challenging the legality of the Acquisition in the event that the Consent Order does not become final; and

WHEREAS, the action of SoftSearch in entering into this Agreement shall in no way be construed as an admission by SoftSearch that the Acquisition violates the statutes as alleged in the draft complaint attached hereto; and

WHEREAS, SoftSearch understands that no act or transaction contemplated by this Agreement shall be deemed immune or exempt from the provisions of the antitrust laws or the Federal Trade Commission Act by reason of anything contained in this Agreement.

NOW THEREFORE, in consideration of the Commission's agreement that, unless it determines to reject the Consent Order, it will not seek further relief from the Parties with respect to the Acquisition, except that the Commission may exercise any and all rights to enforce this Agreement and the Consent Order annexed hereto, and to seek the divestiture of such assets to be preserved under this Agreement as may be required to maintain the level of competition that existed prior to the Acquisition, the Parties agree as follows:

1. SoftSearch agrees to execute, and upon its issuance to be bound by, the attached Consent Order.
2. SoftSearch agrees that from the date this Agreement is accepted by the Commission until the earliest of the dates listed in subparagraphs (a) and (b) it will comply with the provisions of this Agreement.
 - (a) the date the Consent Order becomes final; or
 - (b) three business days after the Commission withdraws its acceptance of the Consent Order pursuant to the provisions of

5. For the purpose of determining or securing compliance with this Agreement, subject to any legally recognized privilege, and upon written request with reasonable notice to SoftSearch made to its principal office, SoftSearch shall permit any duly authorized representative of the Commission:
 - (a) Access during the office hours of SoftSearch or Dwights, in the presence of counsel, to inspect and copy all books, ledgers, accounts, correspondence, memoranda and other records and documents in possession or under the control of

**UNITED STATES OF AMERICA
BEFORE FEDERAL TRADE COMMISSION**

In the Matter of)	
)	
SOFTSEARCH HOLDINGS, INC.,)	
a corporation, and)	
)	
GEOQUEST INTERNATIONAL HOLDINGS, INC.,)	Docket No.
a corporation.)	
)	

COMPLAINT

The Federal Trade Commission ("Commission"), having reason to believe that Dwight's Energydata, Inc. ("Dwight's"), a wholly-owned subsidiary of respondent SoftSearch Holdings, Inc., a corporation subject to the jurisdiction of the Federal Trade Commission, has entered into an agreement to merge with Petroleum Information Corporation ("PI"), a wholly-owned subsidiary of respondent GeoQuest International Holdings, Inc., a corporation subject to the jurisdiction of the Commission, in violation of Section 7 of the Clayton Act, as amended, 15 U.S.C.

PARAGRAPH ONE.

well and production data for many areas of the country. The merged Dwight's/PI will have the largest market share in the relevant markets.

PARAGRAPH NINE. Respondents are the only firms that have extensive, multi-state collections of historical information on oil and gas properties. Firms lacking similar databases cannot effectively compete in the relevant markets. Assembling a database that matches the database possessed by either respondent would be very difficult, expensive, and time consuming. This factor makes timely and effective entry into the relevant markets difficult and unlikely.

EFFECTS OF THE MERGER

PARAGRAPH TEN. The merger⁸⁰ may substantially lessen competition in the relevant markets in the following ways, among others:

- (a) by eliminating direct competition between Dwight's and PI;
- (b) by increasing the likelihood that respondents will unilaterally exercise market power; and
- (c) by increasing the likelihood of, or facilitating, collusion or coordinated interaction;

each of which increases the likelihood that the prices of well data and production data will increase. The merger is also likely to lead to reduced service for customers. The merger may lead to a decline in technological innovation due to loss of rivalry in making product enhancements. The merger may further lead to a deterioration in the accuracy of the data compiled due to loss of competition in securing and verifying data.

VIOLATIONS CHARGED

PARAGRAPH ELEVEN. The merger described in PARAGRAPH FOUR constitutes a violation of Section 5 of the FTC Act, 15 U.S.C.

Donald S. Clark
Secretary

SEAL:

ISSUED:

**ANALYSIS TO AID PUBLIC COMMENT ON
THE PROVISIONALLY ACCEPTED CONSENT ORDER**

The Federal Trade Commission ("Commission") has accepted for public comment from SoftSearch Holdings, Inc. ("SoftSearch"), and GeoQuest International, Inc. ("GeoQuest"), an agreement containing consent order. This agreement has been placed on the public record for sixty (60) days for receiving comments from interested persons. Comments received during this period will become part of the public record. After sixty (60) days, the Commission will review the agreement and the comments received, and will decide what additional action to take.

The proposed merger involving GeoQuest and SoftSearch may be anticompetitive. Both firms, through Petroleum Information Corporation ("Petroleum Information") and Dwight's EnergyData ("Dwight's"), their respective subsidiaries, collect and distribute certain data to the petroleum industry relating to oil and gas well drilling and production. The proposed consent order would require the respondents to license the Dwight's database to HPDI, L.L.C., ("HPDI"), a Texas limited liability corporation currently engaged in the collection and distribution of similar data. HPDI could use Dwight's data to compete with the merged companies. Should the Commission determine, after the public comment period, that granting a license to HPDI will not be effective in maintaining competition after the merger, the Commission may appoint a trustee to license the data to a purchaser other than HPDI. The purpose of this analysis is to elicit public comments on all aspects of the complaint and the proposed remedy.

Dwight's and Petroleum Information are engaged in the business of selling petroleum data. One type of data, known as "well data," includes a variety of geological and other types of information derived from, or related to, the drilling of specific oil and gas wells. Another type of data, known as "production data," deals with volumes of oil and gas produced over time from specific wells or leases. Purchasers use this data in a variety of ways, including evaluating potential production and reserves of geological formations and finding patterns of oil and gas production for future exploration and development.

THE COMMISSION'S INVESTIGATION AND CONCERNS

Potential anticompetitive problems in the sale or license of this data could result from a merger of Dwight's and Petroleum Information. They are by far the two largest data vendors, and offer the most thorough sets of petroleum data in the United States. The draft complaint alleges that the proposed merger would eliminate direct, ongoing competition between the respondents in the distribution of well and production data and lead to anticompetitive increases in the prices charged for well and production data. The proposed complaint also alleges that substitutes for the data provided by respondents are economically infeasible, and that the proposed merger would cause customers to pay more, receive less, or both.

Rivalry in innovation and product quality might deteriorate. The respondents compete in being the first to the market in offering product enhancements to meet the changing needs of petroleum data users and timely delivery of accurate data. The respondents have assembled their databases from different sources of information. The respondents presently compete to offer the most complete and accurate information for a particular customer's needs.

The respondents have asserted that there are efficiencies or cost reductions from assimilation of separate databases into a common computer format and reduction of redundant personnel. They also assert that devoting resources to finding and resolving discrepancies can improve the accuracy of the data when Dwight's and Petroleum Information report different data for the same well or lease, and that such efforts are not feasible absent the merger. Presently, in order to ensure access to the most complete and accurate data, customers must buy both companies' products. Finally the respondents claim that many customers will save substantial resources by reducing their internal computer support that currently services two sets of data.

Even if the respondents are correct in their analysis, the draft complaint alleges that the merger as originally proposed presented risks of increased prices or other anticompetitive behavior. Entry by others into this business would be unlikely to offset this behavior. The proposed complaint alleges that entry by others into this business would be

unlikely to offset this behavior. Entry is very difficult because of the extensive nature of the Dwight's and Petroleum Information databases. Information for pre-1970s wells, for example, would be practically impossible to duplicate.

THE PROPOSED CONSENT ORDER

The draft complaint alleges that SoftSearch and GeoQuest violated Section 5 of the Federal Trade Commission Act by agreeing, in July 1995, to merge the businesses of Dwight's and Petroleum Information and that the merger, if consummated, would violate Section 7 of the Clayton Act. The draft complaint alleges relevant markets are the provision of well data and the provision of production data in the United States. The draft complaint alleges that the merger may substantially lessen competition by eliminating direct competition between Dwight's and Petroleum Information; increasing the likelihood that respondents will unilaterally exercise market power; and increasing the

THE LICENSEE AND TRUSTEE PROVISIONS OF THE PROPOSED ORDER

HPDI has been provisionally approved as the licensee under the order of Dwight's data. The identification of a specific licensee in the proposed consent order will allow the public to comment on the effectiveness of the proposed relief in the context of a specific proposed licensee (Exhibit A to the proposed consent order). It also minimizes the delay in restoring competition, allegedly lost as a result of the transaction and, thus, lessens the risk that the licensing provision will fail.

HPDI is a Texas limited liability corporation organized on August 24, 1994. HPDI provides limited production data to firms engaged in gas or oil gathering and transportation. Few, if any, current HPDI customers use that data to assist in decisions relating to exploration or production of oil and gas resources.

HPDI, like Dwight's and Petroleum Information, obtains its production data from governmental agencies. HPDI obtains current production data from files maintained by the states of Alaska, Colorado, Kansas, Louisiana, New Mexico, Oklahoma, Oregon, South Dakota, and Texas. It also obtains data from the Minerals Management Service for the Gulf Offshore. HPDI converts disparate data formats of the various government agencies into a single format and provides the data to users on window-based CD-ROMs. HPDI's database covers only those years for which the government agencies have put data into a machine-readable (as opposed to written on paper) format. HPDI's Texas data, for example, dates from 1974. This means that HPDI lacks historical

production data for many wells, which has impeded HDPI's expansion into serving the exploration and production segment of the oil and gas industry, the primary customer base for Dwight's and Petroleum Information. The license provided by the proposed order would supply HPDI with this historical data.

Capitol Appraisal Group, Inc. (

If the Commission, after review of the public comments, determines not to approve HPDI as the licensee, it may appoint a trustee to divest the data to another person. The proposed order provides for the appointment of Ben C. Burkett, II, of Burkett Consulting, Dallas, Texas, as a trustee to license Dwight's database.

Mr. Burkett has for more than fifteen years been an independent corporate finance and merger/acquisition consultant to clients in the oil and gas and other industries. Before forming his consulting firm, Mr. Burkett was a co-founder and director of Lear Petroleum Corp. Before that time, he was an employee with Mesa Petroleum Co. and Shamrock Oil and Gas Corp.

As a consultant, Mr. Burkett has managed initial public offerings of stock, facilitated a variety of mergers and acquisitions, and managed the restructuring and turnaround of companies in the oil and gas and chemical industries. In the mid-1980s, Mr. Burkett advised the prior owners of Dwight's on a financial restructuring of the company.

A separate agreement with SoftSearch ("Asset Maintenance Agreement") requires respondents to preserve Dwight's data in the form now available. SoftSearch has therefore agreed to maintain and update the data until the Commission accepts or rejects the proposed order.

SOLICITATION OF PUBLIC COMMENTS

The purpose of this analysis is to invite public comment concerning the consent order. The Commission is particularly interested in receiving comments on the efficacy of the remedy if the Commission should approve HPDI as the licensee of Dwight's database and on the expression of interest by alternative potential licensees.

This analysis is not an official interpretation of the agreement and order and does not modify their terms in any way.