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UNITED STATES OF AMERICA
BEFORE FEDERAL TRADE COMMISSION

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In the Matter of)

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1. Respondent SoftSearch Holdings, Inc. is a corporation

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 a 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 ORDERED that:

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.

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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 ORDERED that:

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 C. Burkett, II, of Burkett Consulting, Dallas, Texas, ("Burkett") or someone else to act as trustee to divest the Specified Data. In the event that the Commission or the Attorney General brings an action pursuant to § 5(1) of the Federal Trade Commission Act, 15 U.S.C. § 45(1), or any other statute enforced by the Commission, Respondents shall consent to the appointment of a trustee in such action. Neither the appointment of a trustee nor a decision not to appoint a trustee under this paragraph shall preclude the Commission or the Attorney General from seeking civil penalties or any other relief available to it, including a court-appointed trustee pursuant to § 5(1) of the Federal Trade Commission Act, or any other 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

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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

23. Within ten (10) days after appointment of the Trustee, Respondents shall be deemed to have consented to the selection of the proposed trustee, subject to the prior approval of the Trustee. EMC /P <</M
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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 courtappointed trustee, by the court.

6. The trustee shall make reasonable efforts to negotiate the most favorable price and terms available

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 bilitiDC 0 <<a, or bad faith by the trusrel.14ea-ify tst
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H. The Acquirer shall not transfer or sublicense any

consist of expenses and the salary and benefits attributable to Respondents' employees actually providing assistance, for the time required for the provision of such technical assistance, and variable overhead, including out-of-pocket expenses.

J. Respondents may take reasonable steps with respect to their employees to assure that the confidentiality of their proprietary data is not compromised, but Respondents shall not impose non-competition agreements that have the purpose or effect of interfering with the ability of the Acquirer to recruit or employ Respondents' employees.

K. Respondents, upon 24 hours advance notice by the Acquirer, shall provide Acquirer, at Acquirer's expense, reasonable access to, and the right to copy, any data-source document or data in Respondents' possession that was used to compile the Specified Data to the extent Respondents have such data-source document or data at the time of the request. Respondents may charge the Acquirer only for Respondents' direct costs in providing such access or copying. Direct costs consist of the salary and benefits attributable to Respondents' employees for the time required for the provision of such access and copying, and variable overhead, including out-of-pocket expenses.

L. 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 Data Exchange Agreement of July 1, 1993, with The Independent Oil & Gas Service, Inc. ("Independent"), which relates to well data in Kansas. If Independent consents to such assignment, Petroleum Information/Dwight's shall promptly remove from its products all data acquired from Independent under the Data Exchange Agreement of July 1, 1993, and all predecessor agreements and provide the data to the Acquirer in the record layout specified in Paragraph IV.A. above; provided, however, that Petroleum Information/Dwight's shall be free to negotiate a new agreement with Independent. Such new agreement may neither be exclusive nor contain a Royalty-based compensation provision. If Independent does not consent to such assignment, Dwight's shall promptly terminate the Data Exchange 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.

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, with Munger Oil Information Services, Inc.

("Munger"), which relates to well data for California,
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Oregon, Pacific Federal Offshore, Alaska, and Washington. If Munger consents to such assignment, Petroleum Information/Dwight's shall promptly remove from its products all data acquired from Munger 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 Information/Dwight's shall be free to negotiate a new agreement with Munger. 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 ORDERED that 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 ORDERED that, 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

Order. Respondents shall include in their compliance reports, among other things that are required from time to time, a full description of the efforts being made to comply with the Order.

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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 may be suspended until the appointment of a trustee or a successor to operate the Acquirer's business or a debtor in possession; or

2. TDG no longer maintains a Sales Representative Agreement with Petroleum Information/Dwight's and there are no other joint selling arrangements between TDG and Petroleum Information/Dwight's for a particular product.

B. TDG shall not disclose to any officer, director, or employee of Petroleum Information/Dwight's or any Shared employee any information that TDG receives from the Acquirer regarding (1) the Acquirer's actual or prospective customers, (2) the content of any customer proposals or offers made by the Acquirer, or (3) the terms of any individual customer dealings with TDG or the Acquirer.

C. Within 30 days of receiving notification from the Commission staff that the Specified Data has been divested to the Acquirer, TDG shall submit to the Commission a copy of the Sales Representative Agreement entered into with Petroleum Information/Dwight's and with the Acquirer. For three years after the date this Order becomes final, TDG shall submit to the Commission any revisions or amendments

to such agreements within thirty (30) days of their execution.

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X.

IT IS FURTHER ORDERED that, for the purpose of determining or securing compliance with this Order, and subject to any legally recognized privilege, upon written request 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

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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 2,
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

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

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In the Matter of)
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SOFTSEARCH HOLDINGS, INC.,)
a corporation, and) File No. 951-0130
)
GEOQUEST INTERNATIONAL HOLDINGS, INC.,)
a corporation)
)

ASSET MAINTENANCE AGREEMENT

THIS ASSET Maintenance Agreement (the "Agreement") is by and between SoftSearch

"Commission"), an independent agency of the United States Government, established under the Federal Trade Commission Act of 1914, 15 U.S.C. § 41, et seq. (collectively, the "Parties").

PREMISES

WHEREAS, SoftSearch and GeoQuest IS

