

UNITED STATES OF AMERICA
BEFORE FEDERAL TRADE COMMISSION

In the Matter of)	
)	
SOFTSEARCH HOLDINGS, INC.,)	
a corporation, and)	Docket No. C-3759
)	
GEOQUEST INTERNATIONAL HOLDINGS, INC.,)	
a corporation.)	
)	
)	

DECISION AND ORDER

The Federal Trade Commission ("Commission") having initiated an investigation of the proposed merger of Dwight's Energydata, Inc., a wholly-owned subsidiary of SoftSearch Holdings, Inc. ("Respondent"), and Petroleum Information Corporation, a wholly-owned subsidiary of GeoQuest International Holdings, Inc. ("Respondent"), having been furnished with a copy of a draft complaint that the Bureau of Competition proposed to present to the Commission for its consideration, and which, if issued by the Commission, would charge respondents with violations of the Clayton Act and Federal Trade Commission Act; and

Respondents, their attorneys, and counsel for the Commission having thereafter executed an agreement containing a consent order, an admission by respondents of all the jurisdictional facts set forth in the aforesaid draft of complaint, a statement that the signing of said agreement is for settlement purposes only and does not constitute an admission by respondents that the law has been violated as alleged in such complaint, and waivers and other provisions as required by the Commission's Rules; and

The Commission having thereafter considered the matter and having determined that it had reason to believe that the respondents have violated the said Acts, and that complaint should issue stating its charges in that respect, and having thereupon accepted the executed consent agreement and placed such agreement on the public record for a period of sixty (60) days, and having duly considered the comments received, now in further conformity with the procedure prescribed in § 2.34 of its Rules, the Commission hereby issues its complaint, makes the following jurisdictional findings and enters the following order:

1. Respondent SoftSearch Holdings, Inc. is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Texas, with its office and principal place of business located at Suite A, 1202 Estates

Drive, Abilene, Texas 79602. Its wholly owned subsidiary, Dwight's Energydata, 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 1633 Firman Drive, Richardson, Texas 75081. Dwight's Energydata, Inc. holds a 37 percent interest in Graphics Information Technologies, Inc. ("GITI"), a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware. GITI has no operating assets, but since the formation of Tobin Data Graphics LLC in June 1994, GITI has held a 50% percent interest in Tobin Data Graphics LLC.

2. 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 5333 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 5333 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. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of respondents, and the proceeding is in the public interest.

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 Dwights 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 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.

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

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 ORDERED that:

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

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,

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 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 15 U.S.C. § 18a shall not be considered.

VII.

IT IS FURTHER ORDERED that the prior notifications required by Paragraph VI. of this Order shall be given on the Notification and Report Form set forth in the Appendix to Part 803 of Title 16 of the Code of Federal Regulations as amended (hereinafter referred to as "the Notification"), and shall be prepared and transmitted in accordance with the requirements of that part, except that no filing fee will be required for any such notification, notification shall be filed with the Secretary of the Commission, notification need not be made to the United States Department of Justice, and notification is required only of Respondents and not of any other party to the transaction. Respondents shall provide the Notification to the Commission at least thirty days prior to consummating any such transaction (hereinafter referred to as the "first waiting period"). If, within the first waiting period, representatives of the Commission make a written request for additional information, Respondents shall not consummate the transaction until twenty days after substantially complying with such request for additional information. Early termination of the waiting periods in this paragraph may be requested and, where appropriate, granted by letter from the Bureau of Competition.

Provided, however, that prior notification shall not be required by Paragraph VI. of this Order for a transaction for which notification is required to be made, and has been made, pursuant to Section 7A of the Clayton Act, 15 U.S.C. § 18a.

VIII.

IT IS FURTHER ORDERED that within thirty (30) days after the date this Order becomes final and every thirty (30) days thereafter until Respondents have fully complied with the provisions of Paragraphs II., III., IV., and V. of this Order, Respondents shall submit to the Commission a verified written report setting forth in detail the manner and form in which they intend to comply, are complying, or have complied with this 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.

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.

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 obligations arising out of the Order.

By the Commission.

Donald S. Clark
Secretary

Issued: July 28, 1997

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 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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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 Holdings, Inc ("SoftSearch"), a corporation organized under the laws of the State of Texas, with its principal offices located at Abilene, Texas, and the Federal Trade Commission (the "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 International Holdings, Inc. entered into an agreement, dated _____, pursuant to which SoftSearch's wholly owned subsidiary Dwight's Energydata Inc. ("Dwights") and GeoQuest's wholly owned subsidiary Petroleum Information Corporation will merge their assets (the "Acquisition"); and

WHEREAS, the Commission is now investigating the Acquisition to determine whether it would violate any of the statutes enforced by the Commission; and

WHEREAS, The Commission has reason to believe that the agreement would violate Section 5 of the Federal Trade Commission Act, and that, if consummated, would violate Section 7 of the Clayton Act and Section 5 of the Federal Trade Commission Act, statutes enforced by the Commission; and

WHEREAS, if the Commission accepts the attached Agreement Containing Consent Order ("Consent Order"), the Commission must place it on the public record for a period of at least sixty days and may subsequently withdraw such acceptance pursuant to the provisions of § 2.34 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 § 2.34 of the Commission's rules.
3. SoftSearch shall maintain and update the Specified Data; preserve its viability and marketability, and prevent its destruction, removal, wasting, deterioration or impairment of any kind.
4. If the Commission seeks in any proceeding with respect to the Acquisition to obtain injunctive or equitable relief, SoftSearch shall not raise an objection based upon the fact that the Commission has permitted the Acquisition to be consummated. SoftSearch also waives all rights to contest the validity of this Agreement.
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 SoftSearch relating to compliance with the Agreement; and
 - (b) Upon five (5) days' written notice to SoftSearch or Dwights and without restraint or interference from it, to interview officers or employees of SoftSearch or Dwights, who may have counsel present, regarding any such matters.

6. The Agreement shall not be binding until approved by the Commission.

Dated: Accepted for Public Comment by the Commission on December 3, 1996
Donald S. Clark, Secretary of the Commission

SOFTSEARCH HOLDINGS, INC.

By: _____
Dr. Robert C. Ivey
President

FEDERAL TRADE COMMISSION

By: _____
Stephen Calkins
General Counsel