

Complaint

124 F.T.C.

IN THE MATTER OF

SOFTSEARCH HOLDINGS, INC., ET AL.

CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATION OF
SEC. 7 OF THE CLAYTON ACT AND SEC. 5 OF THE
FEDERAL TRADE COMMISSION ACT

Docket C-3759. Complaint, July 28, 1997--Decision, July 28, 1997

This consent order requires, among other things, Dwight's Energydata, a subsidiary of Softsearch, to license a set of complete well history and production data to a Commission-approved buyer, which then will be an independent competitor. In addition, the Commission has appointed a trustee to find a licensee and to complete the required divestiture.

Appearances

For the Commission: *George Cary, Frank Lipson, Phillip Broyles and William Baer.*

For the respondents: *Sandy Pfunder, Gibson, Dunn & Crutcher, Washington, D.C. and Neil Inus, Vincent & Elkins, Washington, D.C.*

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. 18, and Section 5 of the Federal Trade Commission Act ("FTC Act"), as amended, 15 U.S.C. 45, and it appearing to the Commission that a proceeding in respect thereof would be in the public interest, hereby issues its complaint, stating its charges as follows:

THE RESPONDENTS

PARAGRAPH 1. Respondent SoftSearch Holdings, Inc., is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its offices and

principal place of business located at 1202 Estates Drive, Suite A, Abilene, Texas. 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, Suite 100, Richardson, Texas. Dwight's Energydata, Inc., holds a 37 percent interest in Graphic Information Technologies, Inc., ("GITI") a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware.

PAR. 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. 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.

PAR. 3. At all times relevant herein, each of the respondents or their predecessors, has been and is now engaged in commerce, as "commerce" is defined in Section 1 of the Clayton Act, 15 U.S.C. 12, and is a corporation whose business is in or affecting commerce, as "commerce" is defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. 44.

THE MERGER

PAR. 4. In July 1995 respondents agreed to merge the businesses of Dwight's and PI.

THE RELEVANT MARKETS

PAR. 5. One relevant line of commerce in which to evaluate the effects of the merger is the sale or licensing of well data. "Well data" means information in any media concerning the location, permitting, drilling or completion of any oil and gas well located in the United States, and related information.

PAR. 6. One relevant line of commerce in which to evaluate the effects of the merger is the sale or licensing of production data. "Production data" means information in any media concerning the locations of, and volume of oil, gas, or water produced from any oil or gas well located in the United States, and related information.

PAR. 7. One relevant section of the country in which to evaluate the effects of the merger is the United States as a whole.

PAR. 8. The relevant markets set forth in paragraphs five, six, and seven are highly concentrated, whether measured by Herfindahl-Hirschmann Indices or two-firm and four-firm concentration ratios. Dwight's and PI are actual competitors in the relevant markets. Dwight's and PI are the only competitive providers of 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.

PAR. 9. 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

PAR. 10. The merger 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

PAR. 11. The merger described in paragraph four constitutes a violation of Section 5 of the FTC Act, 15 U.S.C. 45.

PAR. 12. The merger described in paragraph four, if consummated, would constitute a violation of Section 7 of the Clayton Act, 15 U.S.C. 45, and Section 5 of the FTC Act, 15 U.S.C. 45.

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 Section 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. 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. 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. 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.

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.

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.

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.

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 Section 5(l) of the Federal Trade Commission Act, 15 U.S.C. 45(l), 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 Section 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.

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

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Record Layout for Comma Delimited File

The option to export WDS information in a comma delimited format provides additional flexibility for importing data into spreadsheet and database management programs.

Each field within a record is separated by commas. Fields are not alpha or Zero filled. Alpha fields are surrounded by double quotes; any field without quotes is read as numeric.

HEADER & LOCATION INFORMATION
FILE NAME: *.CSV

Item Name	Format	Maximum Length	Length With Delimiters
WDS ID	A	8	11
RECORD TYPE (constant value: 10)	N	2	3
FULL API NUMBER	A	10	13
API STATE CODE	A	2	5
API COUNTY CODE	A	3	6
API WELL CODE	A	8	8
MERIDIAN CODE	A	2	8
SECTION	N	8	6
TOWNSHIP	N (31)	8	6
TOWNSHIP DIRECTION	A	1	4
RANGE	N (31)	8	6
RANGE DIRECTION	A	1	4
QUARTER QUARTER	A	12	18
FOOTAGE NORTH/SOUTH	N	8	8
FOOTAGE DIRECTION NORTH/SOUTH	A	3	6
FOOTAGE EAST/WEST	N	8	6
FOOTAGE DIRECTION EAST/WEST	A	3	6
FOOTAGE CORNER	A	2	5
FOOTAGE QUADRANT	A	2	5
OPERATOR CODE	N	6	7
OPERATOR	A	40	43
LEASE NAME	A	32	35
WELL NUMBER	A	6	9
ELEVATION	N	8	6
ELEVATION TYPE	A	2	5
FIELD NAME	A	30	33
FIELD CODE	N	9	10
RESERVOIR	A	24	27
OBJECTIVE DEPTH - MEASURED	N	8	6
OBJECTIVE DEPTH - TVD	N	8	6
OBJECTIVE FORMATION	A	24	27
OBJECTIVE FORMATION AGE CODE	N	3	4
WELL TYPE	A	2	5
COMPLETION TYPE	A	2	5
OLDEST FORMATION REPORTED	A	24	27
OLDEST FORMATION AGE CODE	N	3	4
FILE STATUS FLAG	A	1	4
CURRENT STATUS	A	5	8
ENTRY DATE (YYYYMMDD)	N	8	9
CHANGE DATE (YYYYMMDD)	N	8	9
PERMIT DATE (YYYYMMDD)	N	8	9
PERMIT NUMBER	A	8	11
OFFSHORE FLAG	A	1	4

* Record layout designed for future implementation of data with authority not populated.

FEDERAL TRADE COMMISSION DECISIONS

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LATITUDE & LONGITUDE
FILE NAME: *.LL

Item Name	Code	Maximum Length	Length with Delimiter
WDE ID	A	8	11
RECORD TYPE (constant value: 18)	N	2	3
LAT-LONG SOURCE	A	6	9
LATITUDE	N (3.6)	10	11
LONGITUDE	N (3.6)	10	10

PRODUCTION & COMPLETION DATA
FILE NAME: *.CMP

Item Name	Code	Maximum Length	Length with Delimiter
WDE ID	A	8	11
RECORD TYPE (constant value: 20)	A	2	3
SPUD DATE (yyyymmdd)	N	8	9
CONTRACTOR	A	34	37
RIG NUMBER	A	10	13
CIRCULATION MEDIUM	A	1	4
TOTAL DEPTH - MEASURED	N	8	9
TOTAL DEPTH - TVD	N	8	9
TOTAL DEPTH DATE (yyyymmdd)	N	8	9
FORMATION AT TOTAL DEPTH	A	34	37
FORMATION AT TD AGE CODE	N	3	4
FLUORIDE DEPTH	N	8	9
COMPLETION DATE (yyyymmdd)	N	8	9
COMPLETION CODE	A	2	3
FINAL STATUS	A	8	9
PRODUCING LEASE NUMBER	N	7	8
PRODUCING WELL NUMBER	N	7	8
LOCATION REPORT DATE (yyyymmdd)	N	8	9
COMPLETION REPORT DATE (yyyymmdd)	N	8	9
DATA SOURCE	A	6	9
DATA SOURCE WELL ID	A	26	29

* Record layout designed for future representations of data areas currently not populated.

ANNEX 1

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TOPS RECORDS
FILE NAME: *.TOP

Item Name	Form Length	Maximum Decimals	Length with Decimals
WEL ID	A	8	11
RECORD TYPE (constant value: 50)	N	3	3
TOP SOURCE	A	1	4
FORMATION TOP TYPE	A	1	4
FORMATION DEPTH	N	8	6
FORMATION NAME	A	34	27
FORMATION AGE CODE	N	3	3

ALL NARRATIVE DATA
FILE NAME: *.TXT

Item Name	Form Length	Maximum Decimals	Length with Decimals
WEL ID	A	8	11
RECORD TYPE (constant value: 40)	N	3	3
RECORD FORMAT	N	3	3
RECORD SEQUENCE NUMBER	N	8	6
RECORD SUB-SEQUENCE NUMBER	N	3	4
INFORMATION SOURCE	A	1	4
INFORMATION TYPE CODE	N	2	3
INFORMATION TYPE	A	8	11
** NARRATIVE INFORMATION	A		

PARSED CORE DATA
FILE NAME: *.COR

Item Name	Form Length	Maximum Decimals	Length with Decimals
WEL ID	A	8	11
RECORD TYPE (constant value: 40)	N	3	3
RECORD SEQUENCE NUMBER	N	8	6
INFORMATION SOURCE	A	1	4
INFORMATION TYPE CODE (constant value: 8)	N	1	2
INFORMATION TYPE (constant value: core)	A	4	7
TEST NUMBER	N	3	4
INTERVAL TOP	N	8	6
INTERVAL BOTTOM	N	8	6
FORMATION NAME	A	34	27
FORMATION AGE CODE	N	3	3
REMARKS	A	27	30
** CORE NARRATIVE	A		

** LARGEST DIAMETER IS LOGGING

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PARSED DDT DATA
FILE NAME: *.DDT

Item Name	Code	Min. Len	Max. Len
WDS ID	A	8	11
RECORD TYPE (constant value: 40)	N	2	3
RECORD SEQUENCE NUMBER	N	8	8
RECORD SUB-SEQUENCE NUMBER	N	3	4
INFORMATION SOURCE	A	1	4
INFORMATION TYPE CODE (constant value: 10)	N	2	3
INFORMATION TYPE (constant value: DDT)	A	3	8
TEST NUMBER	N	3	4
INTERVAL TOP	N	8	8
INTERVAL BOTTOM	N	8	8
FORMATION NAME	A	24	27
FORMATION AGE CODE	N	3	4
STATUS REMARKS	A	8	11
FIRST TIME OPEN	N	3	4
FIRST TIME SHUT IN	N	3	4
SECOND TIME OPEN	N	3	4
SECOND TIME SHUT IN	N	3	4
INITIAL HYDROSTATIC PRESSURE	N	8	8
FINAL HYDROSTATIC PRESSURE	N	8	8
FIRST INITIAL FLOW PRESSURE	N	8	8
FINAL INITIAL FLOW PRESSURE	N	8	8
SECOND FLOW PRESSURE	N	8	8
SECOND FINAL FLOW PRESSURE	N	8	8
FIRST SHUT-IN PRESSURE	N	8	8
SECOND SHUT-IN PRESSURE	N	8	8
BOTTOM HOLE TEMPERATURE	N	8	8
RESISTIVITY	N	8	7
RECOVERY 1 VALUE	N	8	8
RECOVERY 1 DESCRIPTION	A	33	34
RECOVERY 2 VALUE	N	8	8
RECOVERY 2 DESCRIPTION	A	33	34
RECOVERY 3 VALUE	N	8	8
RECOVERY 3 DESCRIPTION	A	33	34
RECOVERY 4 VALUE	N	8	8
RECOVERY 4 DESCRIPTION	A	33	34
SAMPLE NARRATIVE	N		

** Length of entries is variable.

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PARSED SHOWS
FILE NAME: *.SBO

Item Name	Form	Maximum Length	Length with Delimiters
WDS ID	A	8	11
RECORD TYPE (constant value: 40)	N	3	3
RECORD SEQUENCE NUMBER	N	8	8
INFORMATION SOURCE	A	1	4
INFORMATION TYPE CODE (constant value: 12)	N	3	3
INFORMATION TYPE (constant value: Shows)	A	8	8
INTERVAL TOP	N	8	8
INTERVAL BOTTOM	N	8	8
FORMATION NAME	A	24	27
FORMATION AGE CODE	A	4	4
REMARKS	A	27	30

** SHOW NARRATIVE A

PARSED PERFS
FILE NAME: *.PER

Item Name	Form	Maximum Length	Length with Delimiters
WDS ID	A	8	11
RECORD TYPE (constant value: 40)	N	3	3
RECORD SEQUENCE NUMBER	N	8	8
INFORMATION SOURCE	A	1	4
INFORMATION TYPE CODE (constant value: 21)	N	3	3
INFORMATION TYPE (constant value: Perfs)	A	8	8
INTERVAL TOP	N	8	8
INTERVAL BOTTOM	N	8	8
FORMATION NAME	A	24	27
FORMATION AGE CODE	A	4	4
REMARKS	A	27	30

** PERF NARRATIVE A

PARSED PZONE
FILE NAME: *.PZO

Item Name	Form	Maximum Length	Length with Delimiters
WDS ID	A	8	11
RECORD TYPE (constant value: 40)	N	3	3
RECORD SEQUENCE NUMBER	N	8	8
INFORMATION SOURCE	A	1	4
INFORMATION TYPE CODE (constant value: 23)	N	3	3
INFORMATION TYPE (constant value: PZone)	A	8	8
INTERVAL TOP	N	8	8
INTERVAL BOTTOM	N	8	8
FORMATION NAME	A	24	27
FORMATION AGE CODE	A	4	4
REMARKS	A	27	30

** PZONE NARRATIVE A

** LENGTH OF NARRATIVE IS POSITION

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ANNEX 1

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INITIAL POTENTIAL
FILE NAME: *.IP

Item Name	Area	Maximum Length	Length with Delimiters
WELL ID	A	8	11
RECORD TYPE (constant value: 40)	N	2	3
RECORD SEQUENCE NUMBER	N	8	8
INFORMATION SOURCE	A	1	4
INFORMATION TYPE CODE (constant value: 28)	N	2	3
INFORMATION TYPE (constant value: IP)	A	2	8
VOLUME OIL	N	8	8
UNITS OIL VOLUME	A	7	10
VOLUME GAS	N	8	8
UNITS GAS VOLUME	A	7	10
VOLUME WATER	N	8	8
UNITS WATER VOLUME	A	7	9
-- IP NARRATIVE	A		

COMBINED PERM, PERM, AND IP RECORD
FILE NAME: *.JPM
(Available in June 1991 Release)

Item Name	Area	Maximum Length	Length with Delimiters
WELL ID	A	8	11
RECORD TYPE	N	2	3
RECORD SEQUENCE NUMBER	N	8	8
INFORMATION SOURCE	A	1	4
INFORMATION TYPE CODE (constant value: 21)	N	2	3
INFORMATION TYPE (constant value: Perm/Perm)	A	8	8
INTERVAL TOP	N	8	8
INTERVAL BOTTOM	A	24	27
FORMATION NAME	N	3	3
FORMATION AGE CODE	A	8	8
CHOICE SIZE	N	8	8
FLOW TUBING PRESSURE	N	8	8
FLOW CASING PRESSURE	N	8	8
SHUT IN TUBING PRESSURE	N	8	8
SHUT IN CASING PRESSURE	N (3.1)	8	8
GRAVITY	N	8	8
OIL VOLUME	A	7	10
OIL UNITS	N	8	8
GAS VOLUME	A	7	10
GAS UNITS	N	8	8
WATER VOLUME	A	7	10
WATER UNITS	N	8	8
METHOD OF TEST	A	3	8
CALCULATED FLAG	A	1	4
ONE	N	10	11
REMARKS	A	27	30
-- PERM NARRATIVE	A		

-- Length of narrative is variable

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OPERATOR & NAMES LOOKUP TABLES
FILE NAME: *.LST

Field Name	Code	Maximum Length	Default
WELL ID	A	8	11
RECORD TYPE (constant value: 90)	N	3	3
DWIGHTS OPERATOR CODE	N	4	7
OPERATOR ADDRESS	A	64	67
API STATE CODE	N	3	8
POSTAL ABBREV	A	3	8
STATE NAME	A	20	23
API COUNT CODE	N	3	4
COUNTY NAME	A	20	23
DWIGHTS DISTRICT CODE	N	3	4
DISTRICT NAME	A	28	28
AAPG BASIN CODE	N	3	4
AAPG BASIN NAME	A	28	28
COUNTRY CODE	A	4	7
COUNTRY NAME	A	20	23

* Record layout designed for future implementation of data entry; currently not populated.

ANNEX 2

Production Data
Annex 2 A
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A-FILE (Unpacked) RECORD LAYOUT

Identification Record									
Well or Lease Identification	Special	Field Reservoir Code	Field Name (see key-1)	Gas Separator	Condensate Separator	Perforated Interval	Status		
	Coiled Tubing			Gas	Condensate	Upper	Lower		
10		10	40	75			1000		
5		35	45	80			950		
		30	50	85			900		
		25	55	90			850		
		20	60	95			800		
		15	65	100			750		
		10	70	105			700		
		5	75	110			650		
			80	115			600		
			85	120			550		
			90	125			500		
			95	130			450		
			100	135			400		
			105	140			350		
			110	145			300		
			115	150			250		
			120	155			200		
			125	160			150		
			130	165			100		
			135	170			50		
			140	175			0		

Well Name	County	Location	Facility	Operator	Lease or Well Name
101	102	103	104	105	106
107	108	109	110	111	112
113	114	115	116	117	118
119	120	121	122	123	124
125	126	127	128	129	130
131	132	133	134	135	136
137	138	139	140	141	142
143	144	145	146	147	148
149	150	151	152	153	154
155	156	157	158	159	160
161	162	163	164	165	166
167	168	169	170	171	172
173	174	175	176	177	178
179	180	181	182	183	184
185	186	187	188	189	190
191	192	193	194	195	196
197	198	199	200	201	202

[illegible][illegible][illegible]

Production Data
Annex 2 B
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[illegible]

County Name	Lease	1952	1953	1954	1955	1956	1957	1958	1959	1960	1961	1962	1963	1964	1965	1966	1967	1968	1969	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358
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[illegible]

Test	Sixth Test	
105	110	115
110	115	120
115	120	125
120	125	130
125	130	135
130	135	140
135	140	145
140	145	150
145	150	155
150	155	160
155	160	165
160	165	170
165	170	175
170	175	180
175	180	185
180	185	190
185	190	195
190	195	200
195	200	205
200	205	210
205	210	215
210	215	220
215	220	225
220	225	230
225	230	235
230	235	240
235	240	245
240	245	250
245	250	255
250	255	260
255	260	265
260	265	270
265	270	275
270	275	280
275	280	285
280	285	290
285	290	295
290	295	300
295	300	305
300	305	310
305	310	315
310	315	320
315	320	325
320	325	330
325	330	335
330	335	340
335	340	345
340	345	350
345	350	355
350	355	360
355	360	365
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635	640	645
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655	660	665
660	665	670
665	670	675
670	675	680
675	680	685
680	685	690
685	690	695
690	695	700
695	700	705
700	70	

Decision and Order

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ANNEX 2

Production Data
Annex 2 C
Page 3 of 3

LOUISIANA OIL TEST REGRD LAYOUT

Label		State No		Field Name		Operator Name		Lease Name	
1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100

Well Number		Lease Code		Location		API Number		Parish Name		Total Depth		Well Serial Number		Test Date		Date Last Used		Upper Peris		Lower Peris		Net Oil	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72
73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96
97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120

Water Prod		GOR		Check Oilis		Flowing Pressure		Shut-In Pressure		Report Date		Reservoir		Field Number	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64
65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96
97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112

ANNEX 3

DWIGHT'S

PETROLEUM DATA SYSTEM

TOTL FORMAT

DPDS/TOTL Fixed-Format Specification

Tape Structure

A DPDS/TOTL Fixed-Format data tape contains data from the Dwight's Petroleum Data System Oil and Gas file (TOTL) database. There are three versions of the DPDS/TOTL Fixed-Format file:

The Initial Load format will contain all information about each Field or Reservoir.

The Update format will contain only information that has been updated since the previous release.

The Special format will contain all information about each Field or Reservoir in a custom-defined area.

There are multiple physical files per tape. Each tape begins with a Tape Header File. This file contains one record, a Tape Header Record (Record type 0000), which identifies the information present on the tape. The remaining files are divided into TOTL Area Groups. Each TOTL Area Group has:

File Header File. This file contains one record, a File Header Record (Record Type 0001), which identifies the DPDS Area to which the data file applies.

Data File. This file contains the actual DPDS/TOTL data. Refer to the attached tape specifications for the format of the data file. The last record in the Data File will always be a File Total Record (Record Type 9900). The File Total Record contains control totals which can be used to verify that the update completed successfully.

The last file on the tape is a Tape Total File. This file contains one record, a Tape Total Record (Record Type 9999), which contains control totals which can be used to verify that the update completed successfully.

Each file on the DPDS/TOTL Fixed-Format tape has a record length of 140. The records are blocked at 114 records per block for a blocksize of 15,960.

Tapes can be produced using either the EBCDIC or ASCII character set.

Tapes can be produced at a density of 1600 or 6250 bpi.

Dwight's uses industry-standard 2400 feet, 9-track tapes.

Record Type Relationships

Each record contains a Unique Record identifier and a Transaction Code. The Unique Record Identifier (UNIQID) will specifically identify one, and only one, field or reservoir record in DPDS/TOTL. The Transaction Code indicates the action to be taken to update the data associated with the TOTL field or reservoir record. There are three Transaction Types:

The Add Transaction Type (A) indicates that the data on the transaction record did not previously exist and should be added to the file. An Initial Load tape will consist of only Add transactions. If an Add transaction is encountered on Record Type 0100, this indicates a new field or reservoir to be added to the file. An Add transaction on other record types indicates that the data on that transaction record should be added to the field or reservoir record identified by the Unique Record Identifier.

The Change Transaction Type (C) indicates that one or more data items on the transaction record has been updated. All data items on the TOTL field or reservoir record should be updated with the values provided on the Change transaction.

The Delete Transaction Type (D) indicates that all data items on the transaction record have been deleted from the DPDS/TOTL file. If a Delete transaction is encountered on Record Type 0100, this indicates that the entire field or reservoir record has been deleted from the DPDS/TOTL file. A Delete transaction on other record types indicates that only those data items on that transaction have been deleted from the field or reservoir record.

Data Types

There are three data types used by the DPDS/TOTL Fixed-Format Specification. The Data Type is indicated by an A, N, or L in the "Type" column of the Fixed-Format Specification that follows. The three data types are:

The Alpha-Numeric data type (A) indicates text data and can contain letters, numbers, and special characters. Alpha-numerica data is left-justified.

The Numeric data type (N) contains a numerica value only. The numbers are FORTRAN-compatible. The numbers do not contain leading zeros, and have an explicit decimal point if not a whole number. A numerica specification is provided in the "Format" column. The numeric specification is given in the format "W.D", where "W" is the total field width, and "D" is the number of decimal digits.

The Logical data type (L) contains either a "1" or a blank. The "1" indicates a "TRUE" condition, and the blank indicates a "FALSE" condition.

EXHIBIT A

LICENSE AGREEMENT FOR SPECIFIED DATA

This Agreement is made by and between Dwight's Energydata, Inc., a Delaware corporation, located at 1633 Firman Drive, Richardson, Texas 75081 (hereinafter referred to as "Dwight's"), and HPDI, L.L.C., located at 9300 Research Boulevard, Suite 306, Austin, Texas (hereinafter referred to as "Licensee"). This Agreement replaces and supersedes an Agreement between the parties signed as of May 2, 1996, which earlier Agreement shall be null and void.

1. LICENSE AND DATA

(a) Dwight's hereby grants to Licensee, subject to the terms and provisions of this Agreement, a perpetual, worldwide, nonexclusive license (the "License") to use, combine with other information, reproduce and market, with the rights provided herein to sublicense, assign or otherwise transfer, the digital well data and the digital production data described on Schedule A hereto (collectively the

"Specified Data"). The License shall become effective on the Effective Date (as hereinafter defined) upon the payment by Licensee of the initial installment of the License Fee (as hereinafter defined) in accordance with paragraph 3 hereof.

(b) Dwight's shall deliver the Specified Data to Licensee in machine-readable form in the record layout in Annex 1 to Schedule A hereto (for well data), in the record layouts in Annexes 2A, 2B and 2C to Schedule A hereto for production data, the Texas oil test (W10) file and the Louisiana oil test (DM1R) file) and in the record layout in Annex 3 to Schedule A hereto (for Petroleum Data System (PDS) data). The Specified Data so delivered shall be in the computer language in which Dwight's records therefor are maintained or, if requested in writing by the Licensee at least ten days prior to the Effective Date, in industry standard (8-bit) ASCII, or in any other mutually agreeable format. Delivery of the Specified Data shall be in accordance with the following schedule:

(i) A copy of the well data portion of the Specified Data, current as of each date of delivery, shall be delivered (A) in a single delivery within ten days after the Effective Date [].

(ii) A copy of the production data portion of the Specified Data for the states of Texas, Louisiana, Oklahoma, New Mexico, Kansas and Colorado and for Guld Offshore (the "HPDI Areas"), current as of each date of delivery, shall be delivered (A) in a single delivery within ten days after the Effective Date [].

(iii) A copy of the production data portion of the Specified Data for all areas other than the HPDI Areas (the "Non-HPDI Areas"), current as of each date of delivery, shall be delivered (A) in a single delivery within ten days after the Effective Date [].

(iv) A copy of the PDS data portion of the Specified Data, current as of each date of delivery, shall be delivered (A) in a single delivery within ten days after the Effective Date [].

The Specified Data so delivered shall be accompanied by well identifier codes, field and reservoir codes and operator codes created by Dwight's for use by Licensee to the same extent as Dwight's has created such codes for its own use.

(c) Each portion of the Specified Data shall be current as of the date of its delivery for all data elements included in the products listed on Schedule A hereto that are part of the delivery. Dwight's shall have no obligation to provide updates with respect to Specified Data after the date of delivery thereof [].

(d) Notwithstanding the foregoing, and subject to paragraph 1(f) hereof, Licensee shall have no right to market, sublicense, assign or otherwise transfer the record layouts and formats set forth in Annexes 1, 2A, 2B, 2C or 3 to Schedule A hereto, any proprietary well identifier codes, field and reservoir codes or operator codes of Dwight's or any other proprietary formats of Dwight's. In no event shall Licensee acquire any right under this Agreement to (i) any latitude or longitude data that Dwight's possesses solely by reason of the Data Exchange and Sales Representative Agreement, dated June 1, 1995, with Tobin Data Graphics LLC ("TDG"), (ii) any software (or any intellectual property or other rights in respect thereof) or (iii) any calculation of estimated future recoverable oil and gas reserves. Without limiting the foregoing, it is acknowledged that the Agreement Containing Consent Order (In the Matter of SoftSearch Holdings, Inc., and GeoQuest International Holdings, Inc., File No. 951-0130) in the form executed by Dwight's for acceptance by the Federal Trade Commission (the "Order"), contemplates that

Licensee shall be offered a Sales Representative Agreement by TDG covering the same products and on as favorable terms as those agreed to from time to time between TDG and Petroleum Information/Dwight's (as hereinafter defined).

(e) At the time of delivery of each portion of the Specified Data, Dwight's shall provide Licensee for its own use a copy of all technical system documentation and user documentation relating to such Specified Data then in existence. With respect to the Specified Data as a whole, such documentation shall include, 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 created by Dwight's for use by Licensee pursuant to paragraph 1(b) above.

(f) On the Effective Date, Dwight's shall provide Licensee, in machine-readable form as described in paragraph 1(b) above, with a cross-reference to enable Licensee and its Sublicensees to convert from Dwight's proprietary codes to non-proprietary codes.

2. LICENSE TERM

(a) This Agreement shall become effective on the latest of (i) the date the assets of Dwight's are transferred to Petroleum Information/Dwight's, L.L.C. ("Petroleum Information/Dwight's") pursuant to the Formation Agreement to be entered into by Dwight's and GeoQuest International Holdings, Inc., or (ii) the date the order becomes final; or (iii) the date the Federal Trade Commission approves divestiture to HPDI, L.L.C. pursuant to the order," (the latest such date being herein referred to as the "Effective Date"), and shall remain in effect unless and until it is terminated in accordance with the terms hereof or applicable law. Dwight's shall have no obligation to Licensee to effect such transfer or obtain such issuance or approval, any of which may be abandoned at any time for any reason or no reason. Nothing contained in the immediately preceding sentence is intended to, or shall, permit Dwight's to license the Specified Data to a higher bidder pursuant to the order while Licensee is ready, willing and able to perform its obligations under this Agreement, if such transfer occurs and the Federal Trade Commission continues to require the License as contemplated by the order.

(b) Dwight's shall have no right, 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 or to seek to have the License terminated, or to require, or seek to require, the Licensee to return the Specified Data.

(c) Licensee may terminate the License only by assignment as provided in paragraph 6, herein.

3. LICENSE FEE

(a) Licensee shall pay to Dwight's the sum of \$[] for the license granted hereunder (the "License Fee") in accordance with the following schedule: []. The amount of the License Fee remaining unpaid from time to time shall bear interest at the rate of []% per annum, compounded monthly, payable annually on each anniversary of the Effective Date and on the date on which such amount matures, whether by acceleration or otherwise. Such amount shall be evidenced by a

negotiable promissory note of Licensee, payable to the order of Dwight's, in form and substance reasonably satisfactory to Dwight's, which shall be delivered by Licensee to Dwight's on the Effective Date.

(b) Licensee shall be responsible for and shall pay all sales, use, transfer or other taxes, however designated, levied or based on the License Fee, the License or any other rights granted under this Agreement, exclusive of taxes based on the overall income or capital of Dwight's.

4. PROPERTY RIGHTS: CONFIDENTIALITY

(a) No title to or ownership interest in any of the Specified Data or any other information provided pursuant to this Agreement is transferred to Licensee hereby. The Specified Data and all such other information, regardless of the form, format, and media in which they are contained, are and remain the exclusive property and trade secrets of Dwight's notwithstanding the license granted hereby. Dwight's retains all copyright interests in the Specified Data, whether published or unpublished, all trade secrets and all other intellectual or proprietary rights in the Specified Data and other information provided pursuant to this Agreement.

(b) Licensee hereby acknowledges that the Specified Data and other information provided pursuant to this Agreement contain trade secrets and other proprietary information of Dwight's.

(c) Licensee shall keep the Specified Data and such other information received from Dwight's under this License confidential in accordance with this Agreement. Licensee shall take all steps necessary or reasonably requested by Dwight's to assure that it, its sublicensees and others to whom Licensee may from time to time make the Specified Data available in accordance with this Agreement shall avoid unauthorized publication, use or disclosure of the Specified Data, and otherwise shall not permit the Specified Data to become publicly available.

(d) Licensee shall have no right to use the name "Dwight's" or "PI" or "Petroleum Information" (or any variations thereof) or any trademarks or service marks of Dwight's or Petroleum Information's in any manner, and Licensee shall not use the name "Dwight's" or "PI" or "Petroleum Information" (or any variations thereof) or any trademarks or service marks of Dwight's or Petroleum Information's in describing, marketing, using or sublicensing the Specified Data, or in any other manner. The foregoing is not intended to prohibit Licensee from (i) inserting announcements in the trade press, for a period not to exceed six months from the Effective Date, that on [date] Licensee acquired the Specified Data from Dwight's Energydata as a result of a consent order issued by the Federal Trade Commission relating to the merger of Dwight's and Petroleum Information Corporation or (ii) responding orally and in good faith, but not as part of any marketing effort, to inquiries concerning the source of the Specified Data.

5. UPDATES AND SUPPORT

Dwight's shall not be obligated to update or support any of the Specified Data after the Effective Date, except for [] the technical assistance provided pursuant to paragraph 9 hereof.

6. SUBLICENSES, ASSIGNMENTS AND OTHER TRANSFERS

Licensee shall not sublicense, assign or otherwise transfer any rights to any Specified Data in any manner that would have the effect of creating one or more vendors for the whole or any part of Specified Data in addition to Licensee. Notwithstanding the foregoing, Licensee shall have the right to do the following:

(a) Sublicense all or part of the Specified Data without (i) the right to further sublicense, or (ii) the right to disclose to the public;

(b) Assign or otherwise transfer all of its rights to and interest in all or part of the Specified Data to another person; provided that (i) Licensee provides Dwight's with prior written notice of such assignment or other transfer, including without limitation the name and address of the assignee or transferee, (ii) the assignee or transferee agrees in writing to be bound by all of the provisions hereof applicable to the Specified Data, and (iii) Licensee shall not retain any rights to or interest in any Specified Data assigned or otherwise transferred;

(c) Create distributorships or appoint sales agents for Licensee's data products that include the Specified Data, under agreements appropriate for the distribution of sublicenses of such products; provided that the distributors and sales agents agree in writing to be bound by all of the provisions hereof applicable to the Specified Data, including without limitation the sublicensing thereof;

(d) Grant sublicenses for Licensee's data products that include the Specified Data to geological libraries for access through such libraries only on a read-and-print-only basis; and

(e) Enter into *bona fide* data exchange agreements, wherein the recipient of rights in respect of the Specified Data has the right to market and sublicense the Specified Data; provided that such recipient shall not grant any sublicense of any of the Specified Data, or otherwise knowingly make any of the Specified Data available, to any person unless such person has agreed in writing not to sublicense the Specified Data and not to make the Specified Data publicly available; and provide also that such recipient agrees in writing to be bound by all of the provisions hereof applicable to the Specified Data.

All sublicense, assignments and other transfers permitted by this paragraph 6 shall be in writing and shall expressly provide that the restrictions contemplated by paragraph 4(c) and this paragraph 6 shall be enforced by Licensee, its licensor and the respective successors and assigns thereof. Upon Dwight's reasonable request from time to time, Licensee shall provide Dwight's with the forms of agreement used by Licensee so as to verify compliance by Licensee with the requirements of this paragraph 6.

7. LIMITATION OF LIABILITY: INDEMNIFICATION

(a) Dwight's represents and warrants that it holds such right, title and interest in the Specified Data as may be required to permit Dwight's to enter into and perform its obligations under this Agreement. THE SPECIFIED DATA AND THE MEDIA UPON WHICH THEY ARE SUPPLIED ARE PROVIDED "AS IS." DWIGHT'S MAKES NO OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANT LIABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE USE ALL OF WHICH ARE EXPRESSLY

DISCLAIMED. DWIGHT'S MAKES NO REPRESENTATIONS AND WARRANTIES THAT THE SPECIFIED DATA CONTAIN NO ERRORS OR OMISSIONS AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALL ERRORS AND OMISSIONS IN THE SPECIFIED DATA. Dwight's is under no obligation to continue the development of the specified data or to correct any error therein.

(b) IN NO EVENT SHALL DWIGHT'S BE LIABLE TO LICENSEE, OR ANY END-USER OR ANY OTHER THIRD PARTY FOR ANY LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, ANY DECISIONS MADE USING ANY OF THE SPECIFIED DATA, OR ANY LOST PROFIT, INCIDENTAL, SPECIAL AND/OR CONSEQUENTIAL DAMAGES, EVEN IF DWIGHT'S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In the event Licensee corrects any erroneous information licensed by Dwight's hereunder after the delivery thereof pursuant hereto, Dwight's shall have no interest in the correction. Dwight's shall have no obligation to provide Licensee with any corrections it makes in the Specified Data after the delivery thereof pursuant hereto.

(c) LICENSEE'S SOLE REMEDY IN RESPECT OF THE SPECIFIED DATA SHALL BE REPLACEMENT OF THE DATA IN QUESTION.

(d) THE LIMITATIONS CONTAINED IN THIS PARAGRAPH 7 SHALL APPLY EVEN IF ANY LIMITED REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

(e) Licensee shall indemnify, defend, and hold harmless Dwight's and its affiliates, employees, officers and directors from and against any and all sums, costs, damages, judgments, losses and expenses (including without limitation reasonable attorneys' fees and disbursements) which Dwight's or any of its affiliates, employees, officers or directors may incur or be obligated to pay as a result of (i) any claims for infringement of any copyright or other proprietary rights as to the data products marketed by Licensee (other than the Specified Data licensed hereunder that may be incorporated therein) or resulting from or relating to any modification, reformatting or coding of the Specified Data or the combination thereof with other data, or (ii) any claim or action resulting from or arising out of the sublicensing, assignment or other transfer of the Specified Data or the use of the Specified Data by Licensee or by any sublicensee, assignee or other transferee of Licensee (other than a breach by the sublicensee, assignee or transferee of the terms of its sublicense, assignment or transfer that satisfy, to the extent applicable, the requirements of paragraph 4 and 6 hereof). SUCH INDEMNIFICATION SHALL APPLY NOTWITHSTANDING ANY NEGLIGENCE (WHETHER SOLE OR CONTRIBUTORY) ON THE PART OF ANY INDEMNIFIED PERSON. Licensee may assume the defense of any matter for which indemnification under this paragraph (e) is sought with counsel reasonably acceptable to Dwight's, which may be Licensee's own counsel. If Licensee so assumes such defense, it shall take all steps reasonably necessary in the defense or settlement of the matter at its own expense; provided that an indemnified person may participate in such defense with its own counsel but only at such indemnified person's own expense. Licensee may not consent to any settlement of any such matter insofar as it affects such indemnified person without such person's written consent.

8. INJUNCTIVE RELIEF

Licensee acknowledges and agrees that (a) the Specified Data and other information provided pursuant to this Agreement are unique and consist of valuable intellectual property that Dwight's will continue to use in its business, (b)

the publication, disclosure or misuse of the Specified Data and other information provided pursuant to this Agreement by Licensee or by its sublicensees, assignees and other transferees in violation of the restrictions provided in this Agreement will cause grave harm to Dwight's and (c) Dwight's remedy at law for a breach by Licensee of this Agreement will be inadequate. In the event of a breach or threatened breach of this Agreement by Licensee, Dwight's shall be entitled to obtain injunctive relief, specific performance and such other equitable relief in respect of Licensee and its sublicensees, assignees and other transferees. The foregoing shall in no way limit any other remedies to which Dwight's may be entitled under this Agreement, at law or in equity.

9. TECHNICAL ASSISTANCE

For up to 12 months after the Effective Date, upon reasonable notice to Dwight's from Licensees, Dwight's shall provide such technical assistance to Licensee as is reasonably necessary to enable Licensee to sublicense the Specified Data to end-users. Such technical assistance shall include reasonable consultation with knowledgeable employees of Dwight's sufficient so that Licensee's personnel may be appropriately trained in the sources and processing of the data contained in the Specified Data. Licensee shall pay Dwight's, within 30 days after each invoice therefor, Dwight's direct costs for providing such technical assistance, together with all sales, service, use or similar taxes payable in respect thereof. Direct costs consist of all out-of-pocket expenses, the salary and benefits attributable to Dwight's employees actually providing assistance for the time required for the provision of such assistance, and all other variable overhead. Any past due invoiced amounts shall bear interest at the lesser of 12% per annum or the highest rate allowed by applicable law from the date when due. Dwight's may cease the provision of such technical assistance if any such amounts remain unpaid for 60 days.

10. VERIFICATION OF DATA

Upon 24 hours' advance notice to Dwight's from Licensee, Dwight's shall provide Licensee, at Licensee's expense, reasonable access to, and the right to copy, any data-source documents or data in Dwight's possession that was used to compile the Specified Data, to the extent that Dwight's has such data-source document or data at the time of the request. Such documents and data may be used to verify or to correct the information contained in the Specified Data. Licensee shall not use the information contained therein for any other purpose and shall otherwise keep such information confidential at all times. Licensee shall pay Dwight's, within 30 days after each invoice therefor, Dwight's direct costs in providing such access or copying, together with all sales, service, use or similar taxes payable in respect thereof. Direct costs consist of all out-of-pocket expenses, the salary and benefits attributable to Dwight's employees for the time required for the provision of such access and copying, and all other variable overhead. Any past due invoiced amounts shall bear interest at the lesser of 12% per annum or the highest rate allowed by applicable law from the date when due. Dwight's may cease the provision of such access and copying if any such amounts remain unpaid for 60 days.

11. RIGHTS UNDER ADDITIONAL CONTRACTS

Within ten days after the Effective Date, Dwight's shall assign to Licensee, without any representation or warranty of any kind and without recourse, all of its rights under and interest in (a) the Data Exchange Agreement of July 1, 1993, with The Independent Oil & Gas Service, Inc., and (b) the Joint Marketing Agreement of July 1, 1994, with Munger Oil Information Services, Inc. (each an "Agreement to be Assigned"). No such assignment shall become effective until the other parties thereto consent to such assignment. If either such other party does not consent to such assignment, any well data to which Dwight's has an ownership right upon termination by Dwight's of the applicable Agreement to be Assigned (i) shall be deemed included in the Specified Data and licensed to Licensee hereunder on all of the terms and conditions provided herein and (ii) shall be delivered to Licensee as soon as practicable after such termination.

12. ATTORNEYS' FEES

Should either party institute any action or proceeding to enforce this Agreement or any provision hereof, or for damages by reason of any alleged breach of this Agreement, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorneys' fees and disbursements, incurred by the prevailing party in connection with such action or proceeding.

13. EXCUSABLE DELAYS

Neither party shall be liable or responsible for delay or failure to perform any of such party's obligations under this Agreement (other than the payment of money) occasioned by any cause beyond its reasonable control, including but not limited to war; civil disturbance; fire; flood; earthquake; windstorm; unusually severe weather; acts or defaults of common carriers; accidents; strike or other labor trouble; lack of or inability to obtain materials, transportation, labor, fuel or supplies; governmental laws, acts, regulations, embargoes, or orders (whether or not such later prove to be invalid); or any other cause, contingency or circumstance not subject to such party's reasonable control.

14. RELATIONSHIP OF PARTIES

Nothing contained in this Agreement shall be construed to imply a joint venture, partnership, or agency relationship between Dwight's and Licensee. Neither party shall be liable for the debts, obligations, or responsibilities of the other party, and neither party shall have the right or authority to assume or create any obligation or responsibility, whether express or implied, on behalf of or in the name of the other party or to bind the other party in any manner.

15. ENTIRE AGREEMENT

This Agreement embodies the entire contractual agreement of the parties in relation to the subject matter hereunder, and there is no other oral or written agreement or understanding between the parties at the time of execution hereof. This Agreement cannot be modified except by the written agreement of both parties hereto. This Agreement is performable in and shall be governed by and construed

and enforced in accordance with the laws of the State of Texas. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assigns and transferees; provided that Licensee may not sublicense, assign or otherwise transfer the License and any other rights under this Agreement except to the extent permitted by, and in compliance with, paragraph 4 and 6 hereof. It is hereby acknowledged and agreed that from an after the Effective Date, the obligations of Dwight's hereunder shall be performed solely by its successor, Petroleum Information/Dwight's, and Petroleum Information/Dwight's shall receive all the rights and benefits contemplated under this Agreement, and Dwight's shall have not liability therefor.

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

ANNEX 1

Well Data
Annex 1
Page 1 of 7

Record Layout for Comma Delimited File

The option to export WDS information in a comma delimited format provides additional flexibility for importing data into spreadsheet and database management programs.

Each field within a record is separated by commas. Fields are not alpha or Zero filled. Alpha fields are surrounded by double quotes; any field without quotes is read as numeric.

HEADER & LOCATION INFORMATION
FILE NAME: *.CSV

Item Name	Location	Maximum Length	Length W/ Delimiter
WDS ID	A	8	11
RECORD TYPE (constant value: 10)	N	2	3
FULL API NUMBER	A	10	13
API STATE CODE	A	2	3
API COUNTY CODE	A	3	4
API WELL CODE	A	8	9
MERIDIAN CODE	A	2	3
SECTION	N	6	7
TOWNSHIP	N (3,1)	8	9
TOWNSHIP DIRECTION	A	1	2
RANGE	N (3,1)	8	9
RANGE DIRECTION	A	1	2
QUARTER QUARTER	A	12	13
FOOTAGE NORTH/SOUTH	N	8	9
FOOTAGE DIRECTION NORTH/SOUTH	A	3	4
FOOTAGE EAST/WEST	N	8	9
FOOTAGE DIRECTION EAST/WEST	A	3	4
FOOTAGE CORNER	A	3	4
FOOTAGE QUADRANT	A	3	4
OPERATOR CODE	N	6	7
OPERATOR	A	40	43
LEASE NAME	A	32	35
WELL NUMBER	A	6	9
ELEVATION	N	8	9
ELEVATION TYPE	A	2	3
FIELD NAME	A	30	33
FIELD CODE	N	9	10
RESERVOIR	A	24	27
OBJECTIVE DEPTH - MEASURED	N	8	9
OBJECTIVE DEPTH - TVD	N	8	9
OBJECTIVE FORMATION	A	24	27
OBJECTIVE FORMATION AGE CODE	N	3	4
WELL TYPE	A	2	3
COMPLETION TYPE	A	2	3
OLDEST FORMATION REPORTED	A	24	27
OLDEST FORMATION AGE CODE	N	3	4
FILE STATUS FLAG	A	1	2
CURRENT STATUS	A	5	6
ENTRY DATE (YYYYMMDD)	N	8	9
CHANGE DATE (YYYYMMDD)	N	8	9
PENULT DATE (YYYYMMDD)	N	8	9
PENULT NUMBER	A	8	11
OFFSHORE FLAG	A	1	2

* Record layout designed for future up stream/down stream data transfer not for display.

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LATITUDE & LONGITUDE
FILE NAME: *.LL

Item Name	Form Length	Maximum Columns	Length with Delimiter
WELL ID	A	8	11
RECORD TYPE (constant value: 18)	N	2	3
LAT-LONG SOURCE	A	6	9
LATITUDE	N (3.1)	10	11
LONGITUDE	N (3.1)	10	10

PERFECT & COMPLETION DATA
FILE NAME: *.CLP

Item Name	Form Length	Maximum Columns	Length with Delimiter
WELL ID	A	8	11
RECORD TYPE (constant value: 20)	A	2	3
SPUD DATE (YYYYMMDD)	N	8	9
CONTRACTOR	A	24	27
RIG NUMBER	A	10	19
CIRCULATION MEDIUM	A	1	4
TOTAL DEPTH - MEASURED	N	8	9
TOTAL DEPTH - TVD	N	8	9
TOTAL DEPTH DATE (YYYYMMDD)	N	8	9
FORMATION AT TOTAL DEPTH	A	24	27
FORMATION AT TD ALC CODE	N	3	4
PLUGBACK DEPTH	N	8	9
COMPLETION DATE (YYYYMMDD)	N	8	9
COMPLETION CODE	A	2	3
FINAL STATUS	A	8	9
PREVIOUS LEASE NUMBER	N	7	8
PREVIOUS WELL NUMBER	N	7	8
LOCATION REPORT DATE (YYYYMMDD)	N	8	9
COMPLETION REPORT DATE (YYYYMMDD)	N	8	9
DATA SOURCE	A	6	9
DATA SOURCE WELL ID	A	26	28

* Record layout designed for future implementation of data items currently not populated.

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TOPS RECORDS
FILE NAME: *.TOP

Item Name	Form	Maximum Length	Length with Delimiters
WELL ID	A	8	11
RECORD TYPE (constant value: 30)	N	3	3
TOP SOURCE	A	1	4
FORMATION TOP TYPE	A	1	4
FORMATION DEPTH	N	8	4
FORMATION NAME	A	34	37
FORMATION AGE CODE	N	3	3

ALL NAMES MUST BE
FILE NAME: *.TIF

Item Name	Form	Maximum Length	Length with Delimiters
WELL ID	A	8	11
RECORD TYPE (constant value: 40)	N	3	3
RECORD FORMAT	N	3	3
RECORD SEQUENCE NUMBER	N	8	6
RECORD SUB-SEQUENCE NUMBER	N	3	4
INFORMATION SOURCE	A	1	4
INFORMATION TYPE CODE	N	3	3
INFORMATION TYPE	A	8	11
** NARRATIVE INFORMATION	A		

PAUSED CODE DATA
FILE NAME: *.COD

Item Name	Form	Maximum Length	Length with Delimiters
WELL ID	A	8	11
RECORD TYPE (constant value: 40)	N	3	3
RECORD SEQUENCE NUMBER	N	8	6
INFORMATION SOURCE	A	1	4
INFORMATION TYPE CODE (constant value: 8)	N	1	2
INFORMATION TYPE (constant value: 0000)	A	4	7
TEST NUMBER	N	3	4
INTERVAL TOP	N	8	6
INTERVAL BOTTOM	N	8	6
FORMATION NAME	A	34	37
FORMATION AGE CODE	N	3	3
REMARKS	A	27	30
** CODE NARRATIVE	A		

** LARGEST OF NARRATIVE & REMARKS

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PARSED DFT DATA
FILE NAME: *.DFT

Item Name	Data	Max. Len	Length	Record Len
WELL ID	A	8	8	11
RECORD TYPE (constant value: 40)	N	2	2	3
RECORD SEQUENCE NUMBER	N	8	8	6
RECORD SUB-SEQUENCE NUMBER	N	3	3	4
INFORMATION SOURCE	A	1	1	4
INFORMATION TYPE CODE (constant value: 10)	N	2	2	3
INFORMATION TYPE (constant value: DFT)	A	3	3	6
TEST NUMBER	N	3	3	4
INTERVAL TOP	N	8	8	6
INTERVAL BOTTOM	N	8	8	6
FORMATION NAME	A	24	24	27
FORMATION AGE CODE	N	3	3	4
STATUS REMARKS	A	8	8	11
FIRST TIME OPEN	N	3	3	4
FIRST TIME SHUT IN	N	3	3	4
SECOND TIME OPEN	N	3	3	4
SECOND TIME SHUT IN	N	3	3	4
INITIAL HYDROSTATIC PRESSURE	N	8	8	6
FINAL HYDROSTATIC PRESSURE	N	8	8	6
FIRST INITIAL FLOW PRESSURE	N	8	8	6
FINAL INITIAL FLOW PRESSURE	N	8	8	6
SECOND FLOW PRESSURE	N	8	8	6
SECOND FINAL FLOW PRESSURE	N	8	8	6
FIRST SHUT-IN PRESSURE	N	8	8	6
SECOND SHUT-IN PRESSURE	N	8	8	6
BOTTOM HOLE TEMPERATURE	N	8	8	6
SENSITIVITY	N	8	8	7
RECOVERY 1 VALUE	N	8	8	6
RECOVERY 1 DESCRIPTION	A	32	32	36
RECOVERY 2 VALUE	N	8	8	6
RECOVERY 2 DESCRIPTION	A	32	32	36
RECOVERY 3 VALUE	N	8	8	6
RECOVERY 3 DESCRIPTION	A	32	32	36
RECOVERY 4 VALUE	N	8	8	6
RECOVERY 4 DESCRIPTION	A	32	32	36
SAMPLE NARRATIVE	N	32	32	36

** Length of narrative is location

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PARSED RECORDS
FILE NAME: *.SEC

Item Name	Type	Maximum Length	Length with Comments
WELL ID	A	8	11
RECORD TYPE (constant value: 40)	N	2	3
RECORD SEQUENCE NUMBER	N	8	6
INFORMATION SOURCE	A	1	4
INFORMATION TYPE CODE (constant value: 12)	N	2	3
INFORMATION TYPE (constant value: Short)	A	8	8
INTERVAL TOP	N	8	6
INTERVAL BOTTOM	N	8	6
FORMATION NAME	A	24	27
FORMATION AGE CODE	A	4	4
REMARKS	A	27	30
** SHOW NARRATIVE	A		

PARSED PERFS
FILE NAME: *.PER

Item Name	Type	Maximum Length	Length with Comments
WELL ID	A	8	11
RECORD TYPE (constant value: 40)	N	2	3
RECORD SEQUENCE NUMBER	N	8	6
INFORMATION SOURCE	A	1	4
INFORMATION TYPE CODE (constant value: 21)	N	2	3
INFORMATION TYPE (constant value: Perf)	A	3	8
INTERVAL TOP	N	8	6
INTERVAL BOTTOM	N	8	6
FORMATION NAME	A	24	27
FORMATION AGE CODE	A	4	4
REMARKS	A	27	30
** PERF NARRATIVE	A		

PARSED PERFS
FILE NAME: *.PER

Item Name	Type	Maximum Length	Length with Comments
WELL ID	A	8	11
RECORD TYPE (constant value: 40)	N	2	3
RECORD SEQUENCE NUMBER	N	8	6
INFORMATION SOURCE	A	1	4
INFORMATION TYPE CODE (constant value: 21)	N	2	3
INFORMATION TYPE (constant value: PZone)	A	8	8
INTERVAL TOP	N	8	6
INTERVAL BOTTOM	N	8	6
FORMATION NAME	A	24	27
FORMATION AGE CODE	A	4	4
REMARKS	A	27	30
** PZONE NARRATIVE	A		

** Length of narrative is optional

FEDERAL TRADE COMMISSION DECISIONS

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INITIAL POTENTIAL
FILE NAME: * . IP

Item Name	Type	Maximum Length	Length with Comments
WDS ID	A	8	11
RECORD TYPE (constant value: 40)	N	2	3
RECORD SEQUENCE NUMBER	N	8	6
INFORMATION SOURCE	A	1	4
INFORMATION TYPE CODE (constant value: 28)	N	2	3
INFORMATION TYPE (constant value: 07)	A	2	5
VOLUME OIL	N	8	6
UNITS OIL VOLUME	A	7	10
VOLUME GAS	N	8	6
UNITS GAS VOLUME	A	7	10
VOLUME WATER	N	8	6
UNITS WATER VOLUME	A	7	9
IP NARRATIVE	A		

COMBINED PECK, PECKLE, AND IP RECORD
FILE NAME: * JPH
(Available in June 1991 Release)

Item Name	Type	Maximum Length	Length with Comments
WDS ID	A	8	11
RECORD TYPE	N	2	3
RECORD SEQUENCE NUMBER	N	8	6
INFORMATION SOURCE	A	1	4
INFORMATION TYPE CODE (constant value: 11)	N	2	3
INFORMATION TYPE (constant value: Peck/Peckle)	A	8	8
INTERVAL TOP	N	8	6
INTERVAL BOTTOM	N	8	6
FORMATION NAME	A	24	27
FORMATION AGE CODE	N	3	3
CHOICE SIZE	A	8	8
FLOW TUBING PRESSURE	N	8	6
FLOW CASING PRESSURE	N	8	6
SHUT IN TUBING PRESSURE	N	8	6
SHUT IN CASING PRESSURE	N	8	6
GRAVITY	N (2.1)	8	6
OIL VOLUME	N	8	6
OIL UNITS	A	7	10
GAS VOLUME	N	8	6
GAS UNITS	A	7	10
WATER VOLUME	N	8	6
WATER UNITS	A	7	10
METHOD OF TEST	A	3	6
CALCULATED FLAG	A	1	4
DATE	N	10	11
REMARKS	A	27	30
PECK NARRATIVE	A		

** Length of narrative is variable

ANNEX 1

Well Data
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OPERATOR & NAME LOOKUP TABLE
FILE NAME: *.LOT

Field Name	Data	Maximum Length	Length with Delimiter
WELL ID	A	8	11
RECORD TYPE (constant value: 90)	N	3	3
DWIGHTS OPERATOR CODE	N	6	7
OPERATOR ADDRESS	A	64	67
API STATE CODE	N	3	3
POSTAL ABBREV	A	3	3
STATE NAME	A	20	23
API COUNT CODE	N	3	3
COUNTY NAME	A	20	23
DWIGHTS DISTRICT CODE	N	3	4
DISTRICT NAME	A	28	31
AAPG BASIN CODE	N	3	4
AAPG BASIN NAME	A	28	31
COUNTRY CODE	A	4	7
COUNTRY NAME	A	20	23

* Records are not displayed for fields with a maximum length of zero. Data entry is not performed.

ANNEX 2

Production Data
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A - FILE (Unpacked) RECORD LAYOUT

Identification Record									
Well or Lease Identification	Field	Record Code	Field Name (see 8-1)	Operator	County Name	Location	Operator Name	Lease or Well Name (see 8-1)	Perforated Interval
1	2	3	4	5	6	7	8	9	10
101	1	1	1	1	1	1	1	1	1
102	1	1	1	1	1	1	1	1	1
103	1	1	1	1	1	1	1	1	1
104	1	1	1	1	1	1	1	1	1
105	1	1	1	1	1	1	1	1	1
106	1	1	1	1	1	1	1	1	1
107	1	1	1	1	1	1	1	1	1
108	1	1	1	1	1	1	1	1	1
109	1	1	1	1	1	1	1	1	1
110	1	1	1	1	1	1	1	1	1
111	1	1	1	1	1	1	1	1	1
112	1	1	1	1	1	1	1	1	1
113	1	1	1	1	1	1	1	1	1
114	1	1	1	1	1	1	1	1	1
115	1	1	1	1	1	1	1	1	1
116	1	1	1	1	1	1	1	1	1
117	1	1	1	1	1	1	1	1	1
118	1	1	1	1	1	1	1	1	1
119	1	1	1	1	1	1	1	1	1
120	1	1	1	1	1	1	1	1	1
121	1	1	1	1	1	1	1	1	1
122	1	1	1	1	1	1	1	1	1
123	1	1	1	1	1	1	1	1	1
124	1	1	1	1	1	1	1	1	1
125	1	1	1	1	1	1	1	1	1
126	1	1	1	1	1	1	1	1	1
127	1	1	1	1	1	1	1	1	1
128	1	1	1	1	1	1	1	1	1
129	1	1	1	1	1	1	1	1	1
130	1	1	1	1	1	1	1	1	1
131	1	1	1	1	1	1	1	1	1
132	1	1	1	1	1	1	1	1	1
133	1	1	1	1	1	1	1	1	1
134	1	1	1	1	1	1	1	1	1
135	1	1	1	1	1	1	1	1	1
136	1	1	1	1	1	1	1	1	1
137	1	1	1	1	1	1	1	1	1
138	1	1	1	1	1	1	1	1	1
139	1	1	1	1	1	1	1	1	1
140	1	1	1	1	1	1	1	1	1
141	1	1	1	1	1	1	1	1	1
142	1	1	1	1	1	1	1	1	1
143	1	1	1	1	1	1	1	1	1
144	1	1	1	1	1	1	1	1	1
145	1	1	1	1	1	1	1	1	1
146	1	1	1	1	1	1	1	1	1
147	1	1	1	1	1	1	1	1	1
148	1	1	1	1	1	1	1	1	1
149	1	1	1	1	1	1	1	1	1
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152	1	1	1	1	1	1	1	1	1
153	1	1	1	1	1	1	1	1	1
154	1	1	1	1	1	1	1	1	1
155	1	1	1	1	1	1	1	1	1
156	1	1	1	1	1	1	1	1	1
157	1	1	1	1	1	1	1	1	1
158	1	1	1	1	1	1	1	1	1
159	1	1	1	1	1	1	1	1	1
160	1	1	1	1	1	1	1	1	1
161	1	1	1	1	1	1	1	1	1
162	1	1	1	1	1	1	1	1	1
163	1	1	1	1	1	1	1	1	1
164	1	1	1	1	1	1	1	1	1
165	1	1	1	1	1	1	1	1	1
166	1	1	1	1	1	1	1	1	1
167	1	1	1	1	1	1	1	1	1
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169	1	1	1	1	1	1	1	1	1
170	1	1	1	1	1	1	1	1	1
171	1	1	1	1	1	1	1	1	1
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175	1	1	1	1	1	1	1	1	1
176	1	1	1	1	1	1	1	1	1
177	1	1	1	1	1	1	1	1	1
178	1	1	1	1	1	1	1	1	1
179	1	1	1	1	1	1	1	1	1
180	1	1	1	1	1	1	1	1	1
181	1	1	1	1	1	1	1	1	1
182	1	1	1	1	1	1	1	1	1
183	1	1	1	1	1	1	1	1	1
184	1	1	1	1	1	1	1	1	1
185	1	1	1	1	1	1	1	1	1
186	1	1	1	1	1	1	1	1	1
187	1	1	1	1	1	1	1	1	1
188	1	1	1	1	1	1	1	1	1
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191	1	1	1	1	1	1	1	1	1
192	1	1	1	1	1	1	1	1	1
193	1	1	1	1	1	1	1	1	1
194	1	1	1	1	1	1	1	1	1
195	1	1	1	1	1	1	1	1	1
196	1	1	1	1	1	1	1	1	1
197	1	1	1	1	1	1	1	1	1
198	1	1	1	1	1	1	1	1	1
199	1	1	1	1	1	1	1	1	1
200	1	1	1	1	1	1	1	1	1

Test Record									
Well or Lease Identification	Test Date	Well Number	Status Date	Cumulative	Liquid	Gas	PC Temp	PC Press	APL Number
1	2	3	4	5	6	7	8	9	10
101	1	1	1	1	1	1	1	1	1
102	1	1	1	1	1	1	1	1	1
103	1	1	1	1	1	1	1	1	1
104	1	1	1	1	1	1	1	1	1
105	1	1	1	1	1	1	1	1	1
106	1	1	1	1	1	1	1	1	1
107	1	1	1	1	1	1	1	1	1
108	1	1	1	1	1	1	1	1	1
109	1	1	1	1	1	1	1	1	1
110	1	1	1	1	1	1	1	1	1
111	1	1	1	1	1	1	1	1	1
112	1	1	1	1	1	1	1	1	1
113	1	1	1	1	1	1	1	1	1
114	1	1	1	1	1	1	1	1	1
115	1	1	1	1	1	1	1	1	1
116	1	1	1	1	1	1	1	1	1
117	1	1	1	1	1	1	1	1	1
118	1	1	1	1	1	1	1	1	1
119	1	1	1	1	1	1	1	1	1
120	1	1	1	1	1	1	1	1	1
121	1	1	1	1	1	1	1	1	1
122	1	1	1	1	1	1	1	1	1
123	1	1	1	1	1	1	1	1	1
124	1	1	1	1	1	1	1	1	1
125	1	1	1	1	1	1	1	1	1
126	1	1	1	1	1	1	1	1	1
127	1	1	1	1	1	1	1	1	1
128	1	1	1	1	1	1	1	1	1
129	1	1	1	1	1	1	1	1	1
130	1	1	1	1	1	1	1	1	1
131	1	1	1	1	1	1	1	1	1
132	1	1	1	1	1	1	1	1	1
133	1	1	1	1	1	1	1	1	1
134	1	1	1	1	1	1	1	1	1
135	1	1	1	1	1	1	1	1	1
136	1	1	1	1	1	1	1	1	1
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139	1	1	1	1	1	1	1	1	1
140	1	1	1	1	1	1	1	1	1
141	1	1	1	1	1	1	1	1	1
142	1	1	1	1	1	1	1	1	1
143	1	1	1	1	1	1	1	1	1
144	1	1	1	1	1	1	1	1	1
145	1	1	1	1	1	1	1	1	1
146	1	1	1	1	1	1	1	1	1
147	1	1	1	1	1	1	1	1	1
148	1	1	1	1					

ANNEX 2

Production Data
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TEXAS OIL TEST RECORD LAYOUT

[illegible]

County Name - Lease	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	24
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Record Type	Test Date	Residual	Water	GOR	Second Test	Third Test	Fourth Test	Fifth
	5	10	15	20	25	30	35	40
					45	50	55	60
					65	70	75	80
					85	90	95	100

Test	50th Test
100	100
110	110
120	120
130	130
140	140
150	150
160	160
170	170
180	180
190	190
200	200
210	210
220	220
230	230
240	240
250	250
260	260
270	270
280	280
290	290
300	300
310	310
320	320
330	330
340	340
350	350
360	360
370	370
380	380
390	390
400	400
410	410
420	420
430	430
440	440
450	450
460	460
470	470
480	480
490	490
500	500

Decision and Order

124 F.T.C.

ANNEX 2

Production Data
Annex 2 C
Page 3 of 3

LOUISIANA OIL TEST RECORD LAYOUT

Field Name		Operator Name		Lease Name	
10	11	12	13	14	15
16	17	18	19	20	21
22	23	24	25	26	27
28	29	30	31	32	33
34	35	36	37	38	39
40	41	42	43	44	45
46	47	48	49	50	51
52	53	54	55	56	57
58	59	60	61	62	63
64	65	66	67	68	69
70	71	72	73	74	75
76	77	78	79	80	81
82	83	84	85	86	87
88	89	90	91	92	93
94	95	96	97	98	99
100	101	102	103	104	105
106	107	108	109	110	111
112	113	114	115	116	117
118	119	120	121	122	123
124	125	126	127	128	129
130	131	132	133	134	135
136	137	138	139	140	141
142	143	144	145	146	147
148	149	150	151	152	153
154	155	156	157	158	159
160	161	162	163	164	165
166	167	168	169	170	171
172	173	174	175	176	177
178	179	180	181	182	183
184	185	186	187	188	189
190	191	192	193	194	195
196	197	198	199	200	201
202	203	204	205	206	207
208	209	210	211	212	213
214	215	216	217	218	219
220	221	222	223	224	225
226	227	228	229	230	231
232	233	234	235	236	237
238	239	240	241	242	243
244	245	246	247	248	249
250	251	252	253	254	255
256	257	258	259	260	261
262	263	264	265	266	267
268	269	270	271	272	273
274	275	276	277	278	279
280	281	282	283	284	285
286	287	288	289	290	291
292	293	294	295	296	297
298	299	300	301	302	303
304	305	306	307	308	309
310	311	312	313	314	315
316	317	318	319	320	321
322	323	324	325	326	327
328	329	330	331	332	333
334	335	336	337	338	339
340	341	342	343	344	345
346	347	348	349	350	351
352	353	354	355	356	357
358	359	360	361	362	363
364	365	366	367	368	369
370	371	372	373	374	375
376	377	378	379	380	381
382	383	384	385	386	387
388	389	390	391	392	393
394	395	396	397	398	399
400	401	402	403	404	405
406	407	408	409	410	411
412	413	414	415	416	417
418	419	420	421	422	423
424	425	426	427	428	429
430	431	432	433	434	435
436	437	438	439	440	441
442	443	444	445	446	447
448	449	450	451	452	453
454	455	456	457	458	459
460	461	462	463	464	465
466	467	468	469	470	471
472	473	474	475	476	477
478	479	480	481	482	483
484	485	486	487	488	489
490	491	492	493	494	495
496	497	498	499	500	501
502	503	504	505	506	507
508	509	510	511	512	513
514	515	516	517	518	519
520	521	522	523	524	525
526	527	528	529	530	531
532	533	534	535	536	537
538	539	540	541	542	543
544	545	546	547	548	549
550	551	552	553	554	555
556	557	558	559	560	561
562	563	564	565	566	567
568	569	570	571	572	573
574	575	576	577	578	579
580	581	582	583	584	585
586	587	588	589	590	591
592	593	594	595	596	597
598	599	600	601	602	603
604	605	606	607	608	609
610	611	612	613	614	615
616	617	618	619	620	621
622	623	624	625	626	627
628	629	630	631	632	633
634	635	636	637	638	639
640	641	642	643	644	645
646	647	648	649	650	651
652	653	654	655	656	657
658	659	660	661	662	663
664	665	666	667	668	669
670	671	672	673	674	675
676	677	678	679	680	681
682	683	684	685	686	687
688	689	690	691	692	693
694	695	696	697	698	699
700	701	702	703	704	705
706	707	708	709	710	711
712	713	714	715	716	717
718	719	720	721	722	723
724	725	726	727	728	729
730	731	732	733	734	735
736	737	738	739	740	741
742	743	744	745	746	747
748	749	750	751	752	753
754	755	756	757	758	759
760	761	762	763	764	765
766	767	768	769	770	771
772	773	774	775	776	777
778	779	780	781	782	783
784	785	786	787	788	789
790	791	792	793	794	795
796	797	798	799	800	801
802	803	804	805	806	807
808	809	810	811	812	813
814	815	816	817	818	819
820	821	822	823	824	825
826	827	828	829	830	831
832	833	834	835	836	837
838	839	840	841	842	843
844	845	846	847	848	849
850	851	852	853	854	855
856	857	858	859	860	861
862	863	864	865	866	867
868	869	870	871	872	873
874	875	876	877	878	879
880	881	882	883	884	885
886	887	888	889	890	891
892	893	894	895	896	897
898	899	900	901	902	903
904	905	906	907	908	909
910	911	912	913	914	915
916	917	918	919	920	921
922	923	924	925	926	927
928	929	930	931	932	933
934	935	936	937	938	939
940	941	942	943	944	945
946	947	948	949	950	951
952	953	954	955	956	957
958	959	960	961	962	963
964	965	966	967	968	969
970	971	972	973	974	975
976	977	978	979	980	981
982	983	984	985	986	987
988	989	990	991	992	993
994	995	996	997	998	999
1000	1001	1002	1003	1004	1005
1006	1007	1008	1009	1010	1011
1012	1013	1014	1015	1016	1017
1018	1019	1020	1021	1022	1023
1024	1025	1026	1027	1028	1029
1030	1031	1032	1033	1034	1035
1036	1037	1038	1039	1040	1041
1042	1043	1044	1045	1046	1047
1048	1049	1050	1051	1052	1053
1054	1055	1056	1057	1058	1059
1060	1061	1062	1063	1064	1065
1066	1067	1068	1069	1070	1071
1072	1073	1074	1075	1076	1077
1078	1079	1080	1081	1082	1083
1084	1085	1086	1087	1088	1089
1090	1091	1092	1093	1094	1095
1096	1097	1098	1099	1100	1101
1102	1103	1104	1105	1106	1107
1108	1109	1110	1111	1112	1113
1114	1115	1116	1117	1118	1119
1120	1121	1122	1123	1124	1125
1126	1127	1128	1129	1130	1131
1132	1133	1134	1135	1136	1137
1138	1139	1140	1141	1142	1143
1144	1145	1146	1147	1148	1149
1150	1151	1152	1153	1154	1155
1156	1157	1158	1159	1160	1161
1162	1163	1164	1165	1166	1167
1168	1169	1170	1171	1172	1173
1174	1175	1176	1177	1178	1179
1180	1181	1182	1183	1184	1185
1186	1187	1188	1189	1190	1191
1192	1193	1194	1195	1196	1197
1198	1199	1200	1201	1202	1203
1204	1205	1206	1207	1208	1209
1210	1211	1212	1213	1214	1215
1216	1217	1218	1219	1220	1221
1222	1223	1224	1225	1226	1227
1228	1229	1230	1231	1232	1233
1234	1235	1236	1237	1238</	

ANNEX 3

DWIGHT'S

PETROLEUM DATA SYSTEM

TOTL FORMAT

DPDS/TOTL Fixed-Format Specification

Tape Structure

A DPDS/TOTL Fixed-Format data tape contains data from the Dwight's Petroleum Data System Oil and Gas file (TOTL) database. There are three versions of the DPDS/TOTL Fixed-Format file:

The Initial Load format will contain all information about each Field or Reservoir.

The Update format will contain only information that has been updated since the previous release.

The Special format will contain all information about each Field or Reservoir in a custom-defined area.

There are multiple physical files per tape. Each tape begins with a Tape Header File. This file contains one record, a Tape Header Record (Record type 0000), which identifies the information present on the tape. The remaining files are divided into TOTL Area Groups. Each TOTL Area Group has:

File Header File. This file contains one record, a File Header Record (Record Type 0001), which identifies the DPDS Area to which the data file applies.

Data File. This file contains the actual DPDS/TOTL data. Refer to the attached tape specifications for the format of the data file. The last record in the Data File will always be a File Total Record (Record Type 9900). The File Total Record contains control totals which can be used to verify that the update completed successfully.

The last file on the tape is a Tape Total File. This file contains one record, a Tape Total Record (Record Type 9999), which contains control totals which can be used to verify that the update completed successfully.

Each file on the DPDS/TOTL Fixed-Format tape has a record length of 140. The records are blocked at 114 records per block for a blocksize of 15,960.

Tapes can be produced using either the EBCDIC or ASCII character set.

Tapes can be produced at a density of 1600 or 6250 bpi.

Dwight's uses industry-standard 2400 feet, 9-track tapes.

Record Type Relationships

Each record contains a Unique Record identifier and a Transaction Code. The Unique Record Identifier (UNIQID) will specifically identify one, and only one, field or reservoir record in DPDS/TOTL. The Transaction Code indicates the action to be taken to update the data associated with the TOTL field or reservoir record. There are three Transaction Types:

The Add Transaction Type (A) indicates that the data on the transaction record did not previously exist and should be added to the file. An initial Load tape will consist of only Add transactions. If an Add transaction is encountered on Record Type 0100, this indicates a new field or reservoir to be added to the file. An Add transaction on other record types indicates that the data on that transaction record should be added to the field or reservoir record identified by the Unique Record Identifier.

The Change Transaction Type (C) indicates that one or more data items on the transaction record has been updated. All data items on the TOTL field or reservoir record should be updated with the values provided on the Change transaction.

The Delete Transaction Type (D) indicates that all data items on the transaction record have been deleted from the DPDS/TOTL file. If a Delete transaction is encountered on Record Type 0100, this indicates that the entire field or reservoir record has been deleted from the DPDS/TOTL file. A Delete transaction on other record types indicates that only those data items on that transaction have been deleted from the field or reservoir record.

Data Types

There are three data types used by the DPDS/TOTL Fixed-Format Specification. The Data Type is indicated by an A, N, or L in the "Type" column of the Fixed-Format Specification that follows. The three data types are:

The Alpha-Numeric data type (A) indicates text data and can contain letters, numbers, and special characters. Alpha-numerica data is left-justified.

The Numeric data type (N) contains a numerica value only. The numbers are FORTRAN-compatible. The numbers do not contain leading zeros, and have an explicit decimal point if not a whole number. A numerica specification is provided in the "Format" column. The numeric specification is given in the format "W.D", where "W" is the total field width, and "D" is the number of decimal digits.

The Logical data type (L) contains either a "1" or a blank. The "1" indicates a "TRUE" condition, and the blank indicates a "FALSE" condition.

EXHIBIT B

TRUSTEE AND MARKETING AGREEMENT

TRUSTEE AND MARKETING AGREEMENT (this "Agreement"), dated as of _____ between respondents (as further defined below) and Ben C. Burkett, II ("Trustee").

PRELIMINARY STATEMENT

On _____, respondents entered into an Agreement Containing Consent Order, attached hereto as Exhibit A, that contemplates the issuance by the Federal Trade Commission (the "FTC") of an order set forth therein (the "order"), which has not yet been issued by the FTC or become final. The terms and provisions of the order shall be considered as if included and fully stated herein. Also, definitions included in the order shall apply throughout this Agreement.

If issued by the FTC, the order (at Article II) requires respondents to divest the Specified Data following completion of the merger. Article III of the order provides that, if respondents have not so divested, the FTC may appoint a Trustee,

and requires that, within 10 days of the FTC appointment of the Trustee, and subject to the prior approval of the FTC. Respondents must execute a trust agreement that transfers to the Trustee all rights and powers necessary to permit the Trustee to effect the divestiture required by the order. For this reason, the parties have prepared this Agreement, which shall be executed if and only if the conditions precedent, as set forth in Article III of the order, have occurred.

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.

Trustee will actively pursue an Acquirer(s) for the Specified Data.

ADDITIONAL DEFINITIONS

In addition to any terms parenthetically defined in the text of this Agreement, and terms defined in the order, the following definitions shall apply throughout:

1. "*Approved Acquirer*" means a Prospective Acquirer that has been approved by the FTC pursuant to Article II of the order.

2. "*Divest*" means to grant a perpetual, worldwide, nonexclusive license to the Acquirer, with the right, subject to the terms of the order, to use, combine with other information, reproduce, market, assign or otherwise transfer, and sublicense the Specified Data.

3. "*Person*" means any individual, corporation, partnership, or other business or legal entity.

4. "*Prospective Acquirer*" means a person with a *bona fide* interest in acquiring the assets to be divested.

5. "*Respondents*" means "Dwight's" and "PIC" as those two terms are defined in the order.

ARTICLE I

1.01. Transfer of Powers. Respondents hereby transfer to Trustee, in trust, and for the duration of the trust as provided in Section 2.03 of this Agreement, and subject to the terms of the order, respondents' right and power to Divest the Specified Data.

1.02. Creation of Trust. Trustee hereby acknowledges receipt of the authority and power to divest the Specified Data in accordance with the terms of the order and to effect its purposes and agrees to hold such authority and power in trust (the "Trust") for the duration of the Trust as provided in Section 2.03 of this Agreement. The purpose of the Trust shall be to effect the prompt divestiture to an Approved Acquirer.

ARTICLE II

2.01. Powers of Trustee. Trustee shall have the rights, duties or powers with respect to the divestiture as set forth in Article III of the order. Any descriptions thereof contained in this Agreement in no way modify respondents' obligations under the order. Any modification of such rights, duties, and powers shall be made in accord with Section 7.04 of this Agreement.

2.02. Trustee's Duties. Trustee's duty shall be to Divest the Specified Data to an approved Acquirer in accord with the order and this Agreement. Trustee shall use Trustee's reasonable efforts to negotiate the most favorable price and terms for respondents in any proposed contract that Trustee submits to the FTC for approval, subject to respondents' absolute and unconditional obligation to Divest at no minimum price as stated in Article III.B.6 of the order.

2.03. Duration of Trustee's Authority. Trustee shall have the power and authority to divest the Specified Data to an Approved Acquirer for a period of twelve (12) months commencing on the latest to occur of (a) the date the assets of Dwight's are transferred to Petroleum Information/Dwight's pursuant to the merger agreement, dated as of ____ 1996, between Dwight's and PIC (the "Transfer Date"), (b) the date the order become final and (c) the date of Trustee's appointment by the FTC. Such period may be extended pursuant to Article III.B.4 of the order. Such period may be terminated as provided in Section 6.01 of this Agreement.

2.04. Multiple Offers. If Trustee receives *bona fide* offers from more than one Prospective Acquirer, Trustee shall submit all such bids to the FTC, and if the FTC determines to approve more than one such acquiring entity for either the whole data set or for any of the same parts of the data set comprising the Specified Data, Trustee shall divest to the acquiring entity of entities selected by respondents from among those approved by the FTC.

2.05. Confidential and Proprietary Information. Trustee shall maintain the confidentiality of confidential or proprietary information relating to the assets to be divested. Such information may be disclosed only to:

- (a) Prospective Acquirers;
- (b) Prospective financiers and suppliers of Prospective Acquirers, or
- (c) Persons employed by Trustee under Section 3.01 of this Agreement

Who have first executed appropriate confidentiality agreements. Respondents shall permit Prospective Acquirers and their prospective financiers or suppliers to inspect the assets to be divested with or without Trustee being present. Trustee may disclose to the FTC such confidential or proprietary information relating to the assets to be divested as the FTC may request, without the need for execution of a confidentiality agreement.

2.06. Unauthorized Disclosure. Trustee shall not license, divest, or otherwise disclose to any person or use any of the Specified Data or other information obtained from the respondents except as provided in this Agreement or order.

2.07. Reports. Trustee shall submit, sixty (60) days from the date of commencement of the Trustee's power and authority as provided in Section 2.03 of this Agreement and every sixty (60) days thereafter until Trustee's appointment has been completed or this Agreement terminates as provided in Section 6.01 of this Agreement, a confidential report in writing to respondents and the FTC, setting forth Trustee's efforts to accomplish the divestiture including (a) a summary of all discussions and negotiations held with, and the identities of, all interested persons, and (b) copies of offers, counteroffers and correspondence concerning the Prospective Acquirer(s). Trustee shall also provide to respondents and the FTC such other reports of efforts to divest the assets to be divested as respondents or the FTC may require.

2.08. Access to Relevant Information and Facilities. Trustee shall have full and complete access to the personnel, facilities, books and records, related assets

offered for divestiture or to other relevant information as Trustee may reasonably request. Respondents shall develop such financial or other information as Trustee may reasonably request and shall cooperate with any reasonable request of the Trustee. Trustee shall give respondents reasonable notice of any request for such access or such information; however, Trustee may have access to the assets themselves at any time during normal business hours without notice. Trustee shall attempt to schedule any other access or request for information in such a manner as will not unreasonably interfere with respondent's operations.

2.09. Submission of Contracts for Approval. At any time during the duration of the Trust as provided in Section 2.03 of this Agreement, Trustee may submit to the FTC for approval, in accordance with the FTC's Rules governing approval, with a copy to respondents, any contract with a Prospective Acquirer to acquire the assets to be divested. In order to assist the FTC in assessing whether any Prospective Acquirer may be deemed an Approved Acquirer. Trustee may require the Prospective Acquirer to submit to the FTC a verified statement setting forth facts in support of its financial, technical, and marketing capabilities, and intent to use the assets to be divested, and to submit any business plan regarding the same.

2.10. Personal Liability of Trustee. Trustee shall serve without bond or other security and shall use Trustee's best judgment in performing Trustee's duties hereunder. With the exception of Sections 2.05 and 2.06 of this Agreement, Trustee shall be exempt from personal liability, to the extent permitted by law, for any action or decision not to act taken or made in good faith. Trustee shall be liable for misfeasance in performing under this Agreement or to the extent that any loss, claim, damage or liability results from Trustee's gross negligence, willful or wanton acts, or bad faith by the Trustee or Trustee's representatives.

ARTICLE III

3.01. Retention and Payments of Assistants. From the date of commencement of the Trustee's power and authority as provided in Section 2.03 of this Agreement, Trustee shall have authority to retain such consultants, accountants, attorneys, business broker, appraisers, and other representatives and assistants (collectively "Assistants") as Trustee determines are reasonably necessary to assist Trustee to perform Trustee's duties hereunder. Retention of such Assistants shall be at the cost and expense of respondents. Respondents shall be responsible for reasonable fees and expenses for Assistants retained by Trustee hereunder, and such fees and expenses shall be billed separately from Trustee's personal expense and costs. Trustee shall note Trustee's approval of invoices for fees and expenses incurred pursuant to this Section 3.01 and submit the same to respondents no more than five (5) days after receipt of such invoices. Respondents shall pay such invoices in their usual course of payment, unless objected to in accordance with Section 3.03 of this Agreement.

3.02. Monthly Payments: Success Fees. Trustee shall be compensated by respondents for Trustee's services under this Agreement as provided in this Section 3.02.

(a) Respondents shall pay Trustee a retainer of [] on the date of execution of this Agreement by respondents and Trustee.

(b) Respondents shall pay Trustee a fee (the "Monthly Payment") of (i) [] per month during the first 12 months of the duration of the Trust as provided in Section 2.03 of this Agreement and (ii) [] per month thereafter if the duration of the Trust is extended as provided in Section 2.03 of this Agreement. The first Monthly Payment shall be made on the first day of the first month that commences after the commencement of the Trustee's power and authority as provided in Section 2.03 of this Agreement. Successive Monthly Payments shall be paid at the first day of each month thereafter until the earlier of: (A) the date the consummation of the divestiture contemplated hereby or (B) the date of termination of the Trust pursuant to Section 6.01 of this Agreement.

(c) Respondents shall pay Trustee a success fee (the "Success fee") if the divestiture of the Specified Data is consummated during the duration of the Trust as provided in Section 2.03 of the Agreement. The Success Fee shall equal the product of (i) the amount of cash consideration (exclusive of interest on any deferred payment obligation) provided in the definitive divestiture agreement (the "Cash Consideration"), time (ii) the percentage (the "Applicable Percentage") set forth below opposite the period in which the divestiture is consummated and Cash Consideration is first received by respondents, as follows:

<u>Date of Consummation and First Receipt</u>	<u>Applicable Percentage</u>
On or before the expiration of six months after the commencement of the Trustee's powers and authority as provided in Section 2.03 of this Agreement ("First Six Months")	[]%
After the First Six Months but on or before the expiration of 12 months after the commencement of the Trustee's power and authority as provided in Section 2.03 of this Agreement ("Second Six Months")	[]%
After Second Six Months	[]%

The Success Fee shall only be payable when, and as a percentage of, the Cash Consideration is received by respondents, and it shall not be payable if the divestiture is not consummated or in respect of any Cash Consideration that is not received by respondents. Notwithstanding the foregoing, if the maximum Success Fee otherwise payable under this Section 3.02(c) would be less than the minimum amounts (each the "Minimum Fee") set forth below opposite the period in which the divestiture is consummated and Cash Consideration is first received by respondents, the Success Fee shall equal the lesser of: (i) such Minimum Fee and (ii) the amount of Cash Consideration provided in the definitive divestiture agreement that is actually received by respondents.

<u>Date of Consideration and First Receipt</u>	<u>Minimum Fee</u>
During First Six Months	\$([])
During Second Six Months	[]
After Second Six Months	[]

If a Minimum Fee applies such fee shall be payable out of the first amounts of Cash Consideration received by respondents.

3.03. Expenses. Respondents shall reimburse Trustee's reasonable out-of-pocket expenses and costs incurred by Trustee or Trustee's Assistants in connection with the discharge of Trustee's duties and efforts to divest the Specified Assets to be divested. Such expenses and costs shall include reasonable expenses of travel, lodging, meals, incidental items, and personal car mileage at the maximum allowable rate per mile permitted by the Internal Revenue Service.

Respondents may object to payment of any bill submitted by Trustee for the payment of out-of-pocket expenses and costs for Trustee or Trustee's Assistants. Respondent shall make any such objection in writing within seven (7) days of receipt from Trustee of the bill. Payment shall be made for any portion of an amount requested which is not objected to. Any dispute under this Section 3.03 which the parties have not resolved within seven (7) days of any objection shall be submitted to the FTC for determination, which shall be binding on the parties.

3.04. Cost of Collection. Trustee may recover Trustee's costs of collection including reasonable attorneys' fees, if respondents fail to pay compensation or expenses and costs not objected to or not disapproved by the FTC pursuant to Section 3.03 of this Agreement.

ARTICLE IV

4.01. Binders and downpayments. Trustee shall deposit any funds paid by a prospective acquirer as a refundable binder or downpayment in a separate interest bearing bank account with any accrued interest thereon being paid to the party entitled to such funds.

4.02. License of Assets. If the FTC has approved a Prospective Acquirer in accordance with Article III of the order, respondents shall execute a license agreement, and all related documents necessary to license the assets to be licensed; provided that the terms of such agreement and other documents shall be consistent with the order, shall disclaim all representations, warranties and liabilities in respect of the Specified Data by respondents and provide appropriate protection for the confidential and proprietary information of respondents, and shall contain such other provisions as shall be appropriate to licenses of similar property effected in similar circumstances.

4.03. Closing. Trustee shall make reasonable efforts to schedule signings, and closings for the consummation of divestitures, at a place and time determined by Trustee on dates that would provide respondents with at least thirty (30) days' prior notice. If such dates are unreasonably burdensome on the Acquirer, Trustee shall make reasonable efforts to schedule such signings, and closings for the consummation of divestitures, at mutually convenient times for all parties concerned. Trustee shall provide the FTC and respondents with an opportunity to review any closing documents prior to the closings for the consummation of divestitures.

4.04. Final Accounting. Upon the termination of Trustee's duties hereunder, there shall be an accounting ("Final Accounting") of any balance due and owing (i) for Trustee's expenses and costs (pursuant to Section 3.03 of this Agreement), (ii) for Monthly Fees (pursuant to Section 3.02(b) of this Agreement), and (iii) as Incentive Compensation (pursuant to Section 3.02(c) of this Agreement). The Final Accounting shall be approved by the FTC.

ARTICLE V

5.01. Respondents' Duties. Respondents shall use all reasonable efforts to assist and cooperate with Trustee in accomplishing the divestiture as contemplated by the order and this Agreement. Respondents shall take no action to interfere with or impede Trustee's accomplishment of the terms of the order.

5.02. Respondents' Contact with Prospective Acquirers. Respondents shall promptly notify Trustee in writing of any contact it may have with any persona that makes an offer or expresses an interest in acquiring the assets to be divested after the date of commencement of the Trustee's power and authority as provided in Section 2.03 of this Agreement.

5.03. Indemnity of Trustee. With the exception of Section 2.05 and 2.06 of this Agreement, respondents shall indemnify Trustee and hold Trustee harmless against any losses, claims, damages or liabilities to which Trustee may become subject arising in any manner out of or in connection with Trustee's duties under this Agreement and the order, unless such losses, claims, damages, or liabilities arise out of any misfeasance, gross negligence, willful or wanton acts, or bad faith by the Trustee or its representatives.

5.04. Authority to Execute. Respondents represent that the persons executing this Agreement on behalf of respondents have the authority to bind respondents to this Agreement.

ARTICLE VI

6.01. Termination of Agreement and Trust. This Agreement and the Trust established hereby shall terminate upon the earliest to occur of the following: (a) the completion of the divestiture; (b) Trustee's resignation or removal by the FTC for failure to perform Trustee's duties hereunder, (c) the termination of this Agreement by the FTC or (d) the expiration of Trustee's authority under Section 2.03 of this Agreement. Upon termination of the Trust. Respondents shall have no further obligation to pay compensation or expenses to Trustee hereunder, except to pay the compensation and reimburse Trustee for the expenses provided in Article III of this Agreement that have accrued to the date of termination. In furtherance of the foregoing, but not by way of limitation thereof, no Success Fee shall be payable to Trustee in respect of a divestiture that is consummated after the date of any termination. Trustee's obligations under Sections 2.05 and 2.06 of this Agreement and respondents' obligations under Sections 3.04, 4.04 and 5.03 of this Agreement shall survive any termination.

ARTICLE VII

7.01. Notices. The FTC shall be copied on all correspondence between Trustee and respondents. All notices and other communications required or permitted under this Agreement or the order shall be in writing and shall be deemed to have been duly given if personally delivered, mailed by registered or certified U.S. Mail return receipt requested, or delivered by overnight courier or Express Mail, or transmitted by facsimile to the following addresses, or any other address that has been designated in writing to the sending party:

(a) To Trustee:
Ben C. Burkett, II
Burkett Consulting
7126 Alpha Road
Dallas, Texas 75240
Telecopier: 214-239-9037

(b) To respondents:
Dwight's Energydata, Inc.
1633 Firman Dr.
Richardson, Texas 75081
Telecopier: 214-783-0058
Attention: President

GeoQuest International Holdings, Inc.
5333 Westheimer, Suite 100
Houston, Texas 77056
Telecopier: 713-599-9131

(c) To FTC:
Compliance Division
Federal Trade Commission
Bureau of Competition
601 Pennsylvania Avenue, N.W.
Washington, D.C. 20580
Telecopier: (202) 326-2655

7.02. No Assignment. This Agreement shall become effective upon the date of execution, subject to the approval of the FTC. This Agreement may not be assigned or otherwise transferred by respondents or Trustee without the consent of respondents and Trustee and the approval of the FTC. Any such assignment or transfer shall be consistent with the terms of the order. It is hereby acknowledged and agreed that from and after the Transfer Date, respondents' obligations hereunder shall be performed solely by their successor, Petroleum Information/Dwight's.

7.03. Entire Agreement. This Agreement, and those portions of the order incorporated herein by reference, constitute the entire agreement of the parties and supersede any and all prior agreements and understandings between the parties, written or oral, with respect to the subject matter hereof.

7.04. Modification. No amendment, modification, termination or waiver of any provision of this Agreement, nor consent to any departure therefrom by any parties hereto, shall be effective unless made in a writing signed by all parties and approved by the FTC. Any such amendment, modification, termination or waiver shall be consistent with the terms of the order.

7.05. Duplicate Originals. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

7.06. Section Headings. Any heading of the sections of this Agreement are for convenience only and are to be assigned no significance whatsoever as to its interpretation and intent.

7.07. Order Governs. The order shall govern this Agreement and any provisions herein which conflict or are inconsistent with it may be declared null and void by the FTC and any provision not in conflict shall survive and remain a part of this Agreement.

7.08. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas (excluding any principles of such law that would apply any other law other than applicable Federal law) and such Federal laws as may apply.

EXHIBIT C

SALES REPRESENTATIVE AGREEMENT

This is an agreement ("Agreement") entered into and effective as of _____ ("Effective Date") between TOBIN DATA GRAPHICS LLC, a Texas limited liability company, with its principal place of business at 114 Camp Street, San Antonio, Texas 78204, herein referred to as "TDG," and _____ herein referred to as "SR." TDG and SR shall be referred to individually as a "party," and collectively as the "parties." In consideration of the mutual promises and benefits set forth, the parties agree as follows:

Recitals:

TDG and SR desire that SR assist TDG in the marketing and delivery of certain well location information owned by TDG to customers.

1.0 Definitions. The following terms shall have the definitions provided.

1.1 "*Coordinate*" shall mean all latitudinal and longitudinal location references calculated or determined by TDG.

1.2 "*Coordinate Fees*" shall mean the use fees to be paid by customers for the Coordinates as described in Exhibit A hereto. The Coordinate Fees may be revised unilaterally by TDG from time to time; however, such Coordinate Fees will remain equal to or less than the Coordinate fees that TDG establishes with the entity created by the merger of Dwight's Energydata, Inc. and Petroleum Information Corporation. SR will be given thirty days advance written notice of any such revisions.

1.3 "*License Agreement*" shall mean the TDG agreement in the form attached hereto as Exhibit B to be entered into with customers pursuant to Section 2.1 below with such amendments as TDG may require from time to time in its discretion. SR will be given thirty days advance written notice of any such amendments. "*TDG Customer Agreement*" shall mean any agreement entered into between TDG and its customers for Coordinates delivered directly to such customers by TDG.

1.4 "*Person*" shall mean and include natural individuals and an entity of any type.

2.0 Appointment. During the term of this Agreement and subject to the other terms hereof, TDG hereby appoints SR on a nonexclusive basis, as a sales representative to assist TDG in the marketing and delivery of Coordinates which have been correlated to SR Well Data, and to bill and collect Coordinate Fees. SR may use its authorized sales agents to assist it provided that such agents comply with all terms and conditions imposed on SR by this Agreement, and that SR is responsible for their actions, in their capacity as sales agents.

2.1.1 License Agreement. Prior to delivering Coordinates to a customer who is not otherwise authorized in writing by TDG to receive Coordinates. SR shall obtain from such customer a signed copy of the License Agreement as in effect hereunder at the time. Each such signed copy shall be delivered to TDG within thirty days of receipt by SR.

2.1.2 On-line License Agreement. Unless and until instructed otherwise by TDG in writing, SR is deemed to have obtained a valid, but limited, License Agreement from on-line customers only if the following provisions have been

satisfied: (i) SR shall provide a document on screen that describes the License Agreement provisions for viewing or downloading TDG data, (ii) this document must be acceptable to TDG both as to form and content, (iii) any on-line customers must have previously signed a SR license agreement in which the proprietary nature of the on-line data is agreed, (iv) the License Agreement is limited only to on-line delivery of TDG data and only for as long as this paragraph (2.1.2) is in effect, (v) customers are charged, and royalties are due, in accordance with TDG's then current Coordinate Fees schedule, and (vi) TDG is furnished a list of such current customers that have downloaded Coordinates each month.

2.2 Permitted Distribution. Prior to permitting a Person access to a Coordinate, from time to time after the Effective Date, SR must be deemed to have the permission of TDG as provided below ("TDG's Permission"). SR shall be deemed to have TDG's Permission if (i) SR has obtained from such Person a signed License Agreement regarding such Coordinate which is currently effective, (ii) SR has obtained from TDG notice that such Person otherwise has an effective TDG Customer Agreement regarding such Coordinate, or (iii) SR has complied with Section 2.1.2 above for delivery of on-line data. SR shall not be deemed to have TDG's Permission when (i) TDG provides notice to SR that any such License Agreement or TDG Customer Agreement is not effective, (ii) this Agreement is terminated, or (iii) the On-line License Agreement provisions in Section 2.1.2 are no longer valid or acceptable to TDG. The parties hereby agree that all information regarding their respective customers shall be deemed Confidential Information, as defined below, and shall not be used or disclosed for any reason other than to fulfill the purposes of this Section 2.2.

2.3 Activities of SR. With respect to the marketing and delivery of such Coordinates by SR the following shall apply:

a. SR shall represent itself to third parties only as a sales representative of TDG.

b. SR shall not represent to customers with respect to the Coordinates delivered by SR that such customer is being charged less than TDG charges for Coordinates if delivered by TDG. However, SR may at its sole discretion charge more than TDG charges.

c. SR shall not be required to devote any particular time or resources to marketing and delivering the Coordinates.

d. SR shall not represent or warrant (i) that TDG expects to deliver any particular number of Coordinates during any future period, or (ii) that TDG otherwise will or expects to undertake any activity not described in the License Agreement or in TDG's current marketing materials in effect and delivered to SR by TDG from time to time.

e. SR shall not allow any representations to be made that it is an agent or representative of TDG capable of binding TDG in any manner.

f. SR shall make no warranties or representations to third parties as to the accuracy, completeness or other condition of the Coordinates.

3.0 Coordinate Fees. SR shall bill customers on behalf of TDG not less than the Coordinate Fees currently in effect from time to time. The current Coordinate Fees are set forth in Exhibit A.

3.1 Collection and Payment. SR shall bill all Coordinate Fees in accordance with its normal procedures for billing its own or similar products. SR shall collect the Coordinate Fees from customers and forward such funds to TDG within thirty days of the end of the calendar month during which such Fees were collected.

3.2 Estimated Payments. SR may bill and collect Coordinate Fees in advance of delivery based on SR's estimate of the number of Coordinates to be delivered for a fixed period. Such Coordinate Fees shall be forwarded to TDG in accordance with Section 3.1 above provided that if the Coordinates actually delivered for the subject period are fewer than the estimate. TDG shall refund the excess payments to SR upon request. However, in accordance with SR's normal procedures. SR may bill its CD-Rom customers at the beginning of each customer's annual license period for all Coordinates available in the area subscribed to at that time. Any new Coordinates added to the area of coverage during the customer's annual license term will not be billed and Coordinate Fees will not be due TDG until the date of such customer's annual renewal term.

4.0 Coordinates.

4.1. Delivery and Use of Coordinates. Subject to the items of this Agreement, SR may duplicate and store the Coordinates internally for the sole purpose of delivering them to its customers and may deliver the Coordinates as a stand alone product or incorporate them as part of SR products in SR's normal course of business. SR shall not deliver, copy, use or disclose to third parties the Coordinates for any other purpose. Notwithstanding the above, SR shall not incorporate Coordinates into any product unless SR can limit individual customer access to the Coordinates ("Security Procedures") in compliance with this Agreement. All Security Procedures shall be disclosed to TDG and be reasonably acceptable to TDG.

4.2 Prohibited Transfers. SR may not offer a License Agreement or other right to, or otherwise knowingly make available, any Coordinate, or any component thereof to any of the following: (i) a competitor of TDG, (ii) a government agency, (iii) an entity which might cause such information to be available in the public domain, or (iv) any third party to use the data for the purpose of compiling, adding to, or building a data base or file that such third person could then use, sell, license, or lease to anyone else or for any purpose other than such third party's internal use.

5.0 Obligations of SR.

5.1 Reports. On the 30th day after each calendar month, SR will provide TDG the following reports:

A Delivery Report, on a mutually agreeable form, that identifies by area and by recipient the number of Coordinates delivered by SR during the prior calendar month.

A Statement, on a mutually agreeable form, of all sums billed by SR for Coordinates during the prior calendar month.

A Trouble Report identifying any errors in the Coordinates of which SR has actual knowledge.

If the parties cannot agree on a form, TDG shall provide the forms to be used.

6.0 Marketing and Distribution. SR shall obtain in writing, prior to use, written approval from TDG of any promotional or other material which uses the

name, trademarks or product names of TDG. Each party shall pay its own advertising, marketing, and distribution expenses.

7.0 Warranties. Except as otherwise provided herein, TDG warrants and represents that it has full and unrestricted right to use and to authorize others to use the Coordinates provided to SR. TDG EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES ARISING FROM COURSE OF CONDUCT AND USAGE OF TRADE ALL COORDINATES AND THE MEDIA UPON WHICH THEY ARE SUPPLIED ARE PROVIDED "AS IS." TDG MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED AS TO THE VALIDITY, ACCURACY, OR COMPLETENESS OF ANY OF SUCH COORDINATES. SR ACCEPTS TDG'S COORDINATES "AS IS" AND WITH ALL FAULTS. TDG DISCLAIMS ANY LIABILITY FOR ALL, IF ANY, ERRORS AND OMISSIONS IN THE COORDINATES SUPPLIED HEREUNDER.

8.0 General Obligations.

8.1 Delivery. All data subject hereto shall be delivered in the delivering party's normal course of business and in its standard, electronic, machine readable form except as otherwise mutually agreed to by the parties. Each party shall be responsible for the media and transportation costs of delivering its data to the other party.

8.2 Business Practices. Each party agrees that the services to be provided by it shall be performed in a good and workmanlike manner, and that such services will be performed in accordance with all applicable federal, state and local laws. Each party shall keep full, clear and accurate financial and other records with respect to all data subject hereto including license and other agreements with customers.

8.3 License Enforcement. Each party agrees that it will use its best efforts in normal business practice to ensure that its customers do not use the data subject hereto in violation of this Agreement or the agreement entered into with the customer.

8.4 Inspection. TDG shall have the right at its own expense to inspect and audit those portions of SR's books, records and all associated documents necessary to ensure compliance with the terms and conditions of this Agreement. SR agrees to maintain such books, records and associated documents for a period of two (2) years from the end of the calendar year in which such items were recorded and to make such books, records and associated documents available to TDG at all reasonable times within such period and for so long thereafter as any dispute remains unresolved. So long as a dispute does not exist such inspections and audits shall not be conducted more than twice per year on 30 days prior notice.

9.0 Confidentiality.

9.1 Confidential Information. In the course of their mutual dealings, the parties each have become, and will continue to become, aware of the other party's business affairs, property, methods of operation, processing systems, trade secrets, data, software, programs, download formats and related information and technology in various forms and formats which the other party treats for itself or others as proprietary and confidential ("Confidential Information"). Except as otherwise provided herein, each party agrees that (i) the Confidential Information of the other party is the exclusive property of the other party and such other party retains all copyright, trade secret and trademark interests therein, whether published or unpublished, and (ii) it shall observe complete confidentiality with regard to all

aspects of the Confidential Information, and to insure such confidentiality, shall take appropriate action, by instruction, agreement or otherwise, with such party's employees, consultants, contractors, and customers permitted access to such Confidential Information so as to enable such party to satisfy its confidentiality obligations under this Agreement. Each party agrees to limit access to the other party's Confidential Information to those employees and consultants who in the course of their employment need access to such data. If either party provides access to data or Confidential Information to individuals or entities in breach of this Agreement, then such party agrees to indemnify and hold the other party harmless from (i) any and all resulting claims of liability to third parties, and (ii) was acquired by a party from a third party; or (iii) was known to a party prior to its receipt from the other party; shall not be deemed Confidential Information for the purposes of this Agreement or any other agreement between the parties.

9.2 Violations. Without limitation of the foregoing, a party which learns or has reason to believe that any person has had access to the data subject hereto or the Confidential Information, or any portion thereof, and, as a result, the terms of this Agreement are being violated (i) shall advise the other party immediately of such even, and (ii) shall cooperate with the other party in seeking injunctive or other equitable relief against any such third person. All of the undertakings and obligations relating to confidentiality and non-disclosure, whether contained in this paragraph or elsewhere in this Agreement, and whether of either party, shall survive the termination of this Agreement for whatever reason.

10.0 Proprietary Rights.

10.1 Infringement. Each party agrees to give prompt notice to the other party of any actual, threatened, or suspected infringement of proprietary, trademark or copyright rights of the other party by any entity or third party and agrees to provide reasonable assistance to the other party in the protection of those rights. Each party also shall give the other prompt notice of any claim that the data subject hereto may violate any rights of a third party.

11.0 Remedies, Limitation of Liability. The Coordinates subject hereto and the Confidential Information are unique and each party's remedy at law for a breach of this Agreement by the other party may be inadequate. Each party acknowledges that the disclosure of any aspect of the other party's Confidential Information or any information which, at law or equity, ought to remain confidential, or the breach of any other provision hereof, will give rise to irreparable injury to the other party inadequately compensable in damages. Accordingly, either party may seek or obtain injunctive relief against the breach or threatened breach to the terms of this Agreement, in addition to any other legal remedies which may be available, and each party hereby consents to the obtaining of such injunctive relief.

IN NO EVENT SHALL TDG BE LIABLE FOR ANY LOST PROFIT, INCIDENTAL, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES RESULTING FROM ERRORS OR OMISSIONS IN THE COORDINATES PROVIDED HEREUNDER, EVEN IF TDG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SR'S SOLE REMEDY REGARDING DEFECTIVE COORDINATES SHALL BE REPLACEMENT OF THE MEDIA AND COORDINATES IN QUESTION PROVIDED, HOWEVER, THAT SR SHALL BE ENTITLED TO THIS REMEDY ONLY IF TDG IS CAPABLE OF CORRECTING THE COORDINATE IN THE NORMAL COURSE OF ITS BUSINESS. IN NO EVENT SHALL TDG BE LIABLE AS A RESULT OF DEFECTIVE, UNDELIVERED OR MISSING COORDINATES FOR ANY MONETARY AMOUNTS.

12.0 Term and Termination.

12.1. Term. This Agreement shall remain in effect for three years unless terminated earlier as provided herein. The period from the Effective Date of this Agreement until its termination is referred to herein as the term of the Agreement.

12.2 Termination Option. Each party shall have the right to terminate this agreement at any time upon giving the other party at least one year prior written notice of such termination. In addition, and upon giving 90 days written notice to SR, TDG shall have the right to terminate this Agreement in the event that it and/or its successor companies (i) in good faith ceases the conduct of calculating and providing Coordinates to customers or (ii) similarly terminates all Sales Representative Agreements that it may have with other sales representatives. On termination of this Agreement, TDG will not deliver additional Coordinates to SR. If this Agreement is terminated by Sr, SR shall immediately return all copies of the Coordinates, and all manifestations of TDG's Confidential Information, and cease using such products and information for all purposes. If this Agreement is terminated by TDG, SR will be allowed, subject to the other provisions of this Agreement, to provide to customers Coordinates previously received, but only for the term of each customer's then existing written agreement (excluding any renewal or extension made or attempted after such term) but not to exceed three years following termination of this Agreement and only for the sole purpose of fulfilling commitments for subscription products in existence on the date of termination. At the end of such time, SR shall immediately return all copies of the Coordinates, and all manifestations of TDG's Confidential Information, and cease using such products and information for all purposes.

13.0 General.

13.1 Entire Agreement. This Agreement, including the exhibits hereto, all of which are incorporated herein by this reference, contains the full understanding of the parties with respect to the subject matter hereof, and no waiver, alteration, or modification of any of the provisions hereof shall binding unless in writing and signed by duly authorized representatives of each party. Neither the course of conduct between the parties nor trade usage shall act to modify or alter the provisions of this Agreement. If this Agreement is executed in counterparts, each shall be deemed an original, but all together shall constitute but one and the same agreement.

13.2 Assignment. This entire Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties and shall be fully assignable by either party.

13.3 Force Majeure. Neither party shall be liable to the other for delay in the performance of its obligations hereunder to the extent that such delay is due to causes beyond its reasonable control.

13.4 Attorney's Fees. Should any party institute any action or proceeding to enforce this Agreement or any provision hereof, or for damages, by reason of any alleged breach, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including attorney's fees and disbursements, incurred by the prevailing party in such action or proceeding.

13.5 Authority. Each of the undersigned individuals executing on behalf of the respective signatories hereto warrants and represents to each of the parties hereto that he is duly authorized by such entity on whose behalf he is executing this

Agreement and that he has full power and authority to bind such entity by affixing this signature hereto.

13.6 State Law. This Agreement shall be construed in accordance with, and the rights and obligations of the parties hereunder shall be determined in accordance with, the laws of the State of Texas.

13.7. Notices. Any notice required or permitted hereunder shall be conclusively deemed properly given upon delivery of the same, in writing, in person or by mailing the same by certified mail to the party to be notified at such party's address as set forth in the preamble to this Agreement, or to such other address as may be specified in a notice delivered pursuant hereto

13.8 Severability and Waiver. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, or if any provision hereof is or becomes impracticable, the remaining provisions and the Agreement as a whole shall nevertheless continue in full force and effect without being impaired or invalidated in any way, and the parties shall replace the invalid, unenforceable or impracticable provision with a valid, enforceable or practical provision which shall meet the economic aims of the invalid, unenforceable or impracticable provision as closely as possible. No delay in exercising, no course of dealing with respect to, and no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof. With respect to any continuing or persistent default hereunder, no delay in exercising, no course of dealing with respect to, and no partial exercise of any right or remedy shall constitute a waiver thereof.

13.9 Construction. Headings used throughout this Agreement are for administrative convenience only and shall be disregarded for the purpose of construing and enforcing this Agreement. The language in all parts of this Agreement shall in all cases be construed simply, according to its fair meaning, and shall not be construed strictly for or against either of the parties.

13.10 Other Business. Except as otherwise provided herein, each party shall be allowed to solicit any type customer in any geographic area and enter into software, hardware, data delivery, development, license, and maintenance agreements therewith. The provisions of this Agreement do not grant either party any rights or obligations to act on behalf of the other party regarding any other products or services not specifically mentioned.

13.11 Relationship of Parties. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership, or agency relationship between TDG and SR or any of their employees. Except as specifically set forth herein, no party shall be liable for the debts, obligations, or responsibilities of another party, and no party shall have the right or authority to assume or create any obligation or responsibility, whether express or implied, on behalf of or in the name of another party or to bind another party in any manner.

Decision and Order

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EXHIBIT A

Exhibit A

(To TOG: _____ Sales Representative Agreement dated ____/____/____)

Coordinate Fee Schedule

Superbase Maintenance Subscribers		Superbase Maintenance Non-Subscribers	
Gulf Coast™	All other areas (Jeffersonian and Omani)	Gulf Coast™	All other area (Jeffersonian and Omani)

I. Perpetual License Fees

For Permitted Well Coordinates

Number of coordinates
all volumes

For Completed Well Coordinates

Number of coordinates
1- 10,000
10,001- 50,000
50,001-120,000
120,001 and greater

II. Limited Term License Fees (annual)

Number of coordinates
all volumes

III. Second license, multiple copies CD-Rom

Number of coordinates
all volumes

IV. Re-issue fees

Number of coordinates
all volumes

* Gulf Coast includes Texas, Louisiana, Mississippi, Alabama, Florida and Omani

EXHIBIT B

Exhibit B (version 1 of 2, Perpetual License)

(To TDC-_____ Sales Representative Agreement dated ___/___/___)

DATA LICENSE AGREEMENT

By signature below the undersigned Licensee agrees with and for the benefit of Tebn Data Graphics LLC, a Texas limited liability company doing business at 114 Camp Street, San Antonio, Texas 78204 and other locations ("TDC"), that its acceptance, possession and use of the Products, as such term is defined below, are subject to the following terms and conditions, and undertakes to perform the obligations of Licensee set forth below.

1. **Products.** The term "Products" as used in this Agreement means the data more specifically described in the Pricing Schedules, as defined below, including all data, software programs, download formats, user documentation and related information and technology in any form or format provided to Licensee by or on behalf of TDC during the term of this Agreement. However, the term "Products" shall not include any additional TDC products acquired by Licensee subsequent to the execution of this Agreement which are subject to a separate written license agreement.

2. **Pricing Schedules.** The term "Pricing Schedules" means the one or more documents, proposals, orders or invoices prepared by or on behalf of TDC from time to time, duly authorized by TDC and supplied to Licensee to describe further (to the extent TDC deems necessary) the Products, term of the license, and the costs thereof to be paid by Licensee, all of which are incorporated herein by this reference and made part of this Agreement.

3. **Grant of License.** TDC grants to Licensee, subject to the provisions of this Agreement, a nonexclusive, nontransferable limited license to possess and use those Products for which Licensee has paid the license fees set forth in the applicable Pricing Schedule(s) in furtherance of Licensee's own business and in accordance with this Agreement. TDC shall not be obligated to supply to Licensee more than one representation of each of the Products. If a Product is lost, destroyed, or impaired by Licensee, a replacement may be obtained from TDC or one of its sales representatives for the costs of handling and expenses, subject to mutual agreement at the time of the request.

4. **License Restrictions.** Licensee agrees to use the Products only for Licensee's own business. Licensee shall not: (i) permit any affiliated entities or third parties access to or use of the Products except as specifically set forth below; (ii) use the Products in the operation of a service bureau; to provide time sharing services; or in any other similar arrangement; or (iii) decompile, disassemble or otherwise reverse engineer the Products.

5. **Copies.** Licensee may not copy the Products, except that one (1) copy only may be made for archival purposes. The Products shall remain in a single memory location in Licensee's data system except that portions of the Products may be transferred to other data storage devices under Licensee's exclusive control to display, manipulate and analyze such Products for Licensee's own internal use. Licensee may merge or modify the Products for its own internal use. Hard copies of the Products may be made for Licensee's internal use. Such hard copies shall not be provided to third parties, except if (a) provided in the regular course of Licensee's business and for the sole purpose of analysis or interpretation in furtherance of Licensee's own business; and (b) Licensee obtains the prior written agreement of the respondent in the form supplied by TDC to use the Products only for such purpose; to return the hard copies to Licensee; and otherwise to be subject to and comply with this Agreement; and (c) Licensee assumes responsibility to ensure compliance by the third party with such agreement. All copies of Products, including merged or modified copies, shall remain the property of TDC, shall continue to be subject to this Agreement, and shall include all TDC copyright and other proprietary notices.

6. **License Fees.** Licensee agrees to pay TDC or its authorized sales representative for all charges incurred for Products provided to Licensee in accordance with applicable Pricing Schedules. Interest shall be payable on any past due amounts computed from the date due at the lesser of eighteen percent (18%) or the highest rate allowed by law, in addition to the charges otherwise payable hereunder. Licensee shall be responsible for any payments, however designated, levied or based on charges made under this Agreement, exclusive of taxes based on the net income of TDC. If any amounts due under this Agreement have not been paid in full within thirty (30) days after they are due, then without limitation of any other remedies and rights TDC may have, TDC may at its discretion and without prior notice to Licensee terminate this Agreement.

7. **Term and Termination.** This Agreement shall become effective on the date Licensee executes it and shall remain in effect until, if ever, Licensee shall breach any provision hereof, in which event it shall terminate automatically without the requirement of any notice or other action by TDC, provided that Licensee shall have thirty (30) days grace for payments as described above. Upon notice by TDC at any time after termination for any reason of this Agreement, Licensee shall within ten (10) days return to TDC, at Licensee's expense, the Products and all copies thereof, delete or destroy all other copies and representations of the Products, and deliver to TDC written certification by an officer of Licensee that the Products have been returned; all copies have been deleted or destroyed; and the use of the Products has been discontinued. If this Agreement is terminated for any reason relating to any breach by Licensee, all provisions hereof to the benefit of TDC shall survive and remain in effect, but Licensee shall not be entitled to possess or use the Products, shall not be entitled to any refund or have any other rights or remedies pursuant hereto.

8. **Proprietary Rights.** The Products are proprietary to TDC, and title to them remains in TDC. Some or all of the Products may be delivered to Licensee incorporated in or integrated as part of other information technology products offered and distributed by sales representatives of TDC. Notwithstanding any such integration or incorporation all right, title and interest in and to the Products are and remain the sole and exclusive property of TDC. All applicable common law and statutory rights in the Products, including, without limitation, rights in confidential and trade secret material, data, source code, object code and copyrights, shall be and will remain the property of TDC. Licensee shall have no right, title or interest in such proprietary rights or in the Products, except the license to use the Products as granted hereby.

9. **Confidential Information.** Licensee agrees that the Products contain proprietary information, including trade secrets, know-how and confidential information that is the exclusive property of TDC. During the term of this Agreement is in effect and after its termination for any reason, Licensee and its employees and agents shall maintain the confidentiality of this information and shall not sell, license, publish, display, distribute, disclose or otherwise make available the information to any third party for use such information except as authorized by the Agreement. To insure such confidentiality, Licensee and TDC agree to take appropriate action by institution agreement or otherwise with Licensee employees, consultants, contractors and other third parties to ensure that they are bound by the confidentiality obligations of the Agreement.

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EXHIBIT B

10. Licensee's confidentiality obligations under this Agreement. Licensee agrees to limit access to the Products to those employees and/or consultants who in the course of their employment need access to the Products. Licensee shall not remove such proprietary notices as TCG or its sales representatives may choose to place with or on the Products. Licensee shall immediately report to TCG, and not, unauthorized use or disclosure of the Products.

11. **Limited Warranty; Limitation of Liability.** TCG warrants: (i) that it has the authority to license the Products to Licensee, and (ii) if supplied by TCG, that the media on which the Products are recorded is free from defects in material and workmanship under normal use for a period of ninety (90) days from delivery to Licensee.

EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, THE PRODUCTS AND THE MEDIA UPON WHICH THEY ARE SUPPLIED ARE PROVIDED "AS IS". TCG EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF CONDUCT, AND USAGE OF TRADE. IT IS UNDERSTOOD THAT TCG OBTAINS DATA INCLUDED IN THE PRODUCTS FROM THIRD PARTIES, INCLUDING GOVERNMENT AGENCIES, AND THAT TCG IS UNDER NO OBLIGATION TO CONTINUE THE DEVELOPMENT OF ANY OF THE PRODUCTS OR TO CORRECT ANY ERROR, OMISSION OR MALFUNCTION THEREIN. NEITHER TCG NOR ANY OF ITS SALES REPRESENTATIVES SHALL BE OBLIGATED TO UPDATE OR SUPPORT THE PRODUCTS.

TCG DISCLAIMS ANY LIABILITY FOR ALL, IF ANY, ERRORS AND OMISSIONS IN THE PRODUCTS. IN NO EVENT SHALL TCG BE LIABLE FOR ANY LOST PROFIT, INCIDENTAL, SPECIAL, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES, WHETHER ARISING FROM CONTRACT OR NEGLIGENCE, EVEN IF TCG OR ITS SALES REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE'S SOLE REMEDY REGARDING DEFECTIVE PRODUCTS SHALL BE REPLACEMENT OF THE MEDIA AND PRODUCTS IN QUESTION WITH TCG'S MOST SIMILAR CURRENT OFFERING. IN NO EVENT SHALL TCG BE LIABLE FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY LICENSEE TO OR FOR TCG PURSUANT TO THIS AGREEMENT.

THE PARTIES ACKNOWLEDGE THAT EACH OF THE PROVISIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE PAYMENT PROVISIONS HEREOF, WERE BASED, IN PART, ON THE PROVISIONS OF THIS SECTION 10, AND THAT EACH PARTY FULLY UNDERSTANDS AND ACCEPTS THE OBLIGATIONS AND LIMITATIONS DESCRIBED IN THIS SECTION 10, WHICH SHALL SURVIVE THE TERMINATION, FOR ANY REASON, OF THIS AGREEMENT.

The undersigned acknowledges as and on behalf of Licensee that Licensee has read and understands this Agreement, has received full and adequate consideration for it, and that Licensee agrees to be bound by its terms. In witness whereof, this Agreement is executed

LICENSEE:

(Type Licensee's name)

By

(Authorized signature)

(Type name and title)

Date

11. **Remedies.** It is acknowledged by Licensee that the Products are unique and TCG's remedy at law for a breach of this Agreement by Licensee will be inadequate. Therefore, if Licensee fails to adhere to the terms and conditions of this Agreement, TCG will be entitled to obtain injunctive relief. This Section shall in no way limit any other remedies to which TCG may be entitled as a result of such breach by Licensee. If Licensee breaches this Agreement, then Licensee agrees to indemnify and hold TCG harmless from (i) any and all resulting claims of liability of TCG to third parties, and (ii) any other damages TCG may incur. In any dispute regarding this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and related costs in addition to other remedies.

12. **General Provisions.** Licensee acknowledges and agrees that this Agreement, together with all related Pricing Schedules, is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, negotiations and understandings and all other agreements, oral or written, between the parties relating to the subject matter hereof. Any contrary provision in any purchase order or other communication by Licensee is expressly rejected. No sales representative of TCG or other person has any authority to make any warranty or representation to Licensee or any other person as to the accuracy, completeness or other condition of any of the Products, to modify this Agreement in any manner, to assume or create any obligation or responsibility, whether express or implied, on behalf of TCG, or to otherwise bind TCG in any manner. Licensee shall not assign or otherwise transfer the Products or this Agreement to anyone, including any parent, subsidiary, affiliated entity or third party, or as part of the sale of all or any portion of its business, or pursuant to any merger, consolidation or reorganization, without TCG's prior written consent. Except that TCG may unilaterally create or amend any Pricing Schedule, including modification of prices for the Products or maintenance, prospectively, any waiver, amendment, or modification of any provision hereof shall not be effective unless made in writing and duly signed by both Licensee and TCG. No delay in exercising, no course of dealing with respect to, and no partial exercise of any right or remedy hereunder shall constitute a waiver of such right or remedy, or any other right or remedy, or future exercise thereof. If any provision hereof is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible. The undersigned individual signing this Agreement on behalf of Licensee represents and warrants to TCG that he or she is duly authorized to execute the Agreement on behalf of Licensee, and that this Agreement is the valid, binding and enforceable obligation of Licensee in accordance with its terms. This Agreement shall be governed by the laws, other than the choice of law rules, of the State of Texas. Licensee hereby consents for all purposes and to the fullest extent possible to the jurisdiction of the courts of the State of Texas with regard to any matter relating to the interpretation or enforcement of this Agreement, and waives any objection it might otherwise have that any such forum is inappropriate or inconvenient.

APPENDIX I

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 Section 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 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 Section 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.

Complaint

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IN THE MATTER OF

BRUNO'S, INC.

CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATION OF
THE FAIR CREDIT REPORTING ACT AND SEC. 5 OF THE
FEDERAL TRADE COMMISSION ACT

Docket C-3760. Complaint, July 29, 1997--Decision, July 29, 1997

This consent order requires, among other things, the Alabama-based grocery chain to comply with the provisions of the Fair Credit Reporting Act requiring the consumers to be notified when they are denied credit, insurance or a job based in whole or in part on information in their credit report and requiring the denying company to provide the name and address of the consumer reporting agency that supplied the report.

Appearances

For the Commission: *Tom Carter and William D. Griggs.*

For the respondent: *Mark Taliaserro, Burr & Forman,*
Birmingham, AL.

COMPLAINT

Pursuant to the provisions of the Fair Credit Reporting Act, 15 U.S.C. 1681 *et seq.*, and the Federal Trade Commission Act, 15 U.S.C. 41 *et seq.*, and by virtue of the authority vested in it by said Acts, the Federal Trade Commission, having reason to believe that Bruno's, Inc., a corporation, hereinafter referred to as respondent, has violated the provisions of said Acts, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest, hereby issues its complaint, stating its charges in that respect as follows:

DEFINITIONS

For the purposes of this complaint, the following definitions are applicable. The terms "*consumer*," "*consumer report*," and "*consumer reporting agency*" shall be defined as provided in Sections 603(c), 603(d), and 603(f), respectively, of the Fair Credit Reporting Act, 15 U.S.C. 1681a(c), 1681a(d) and 1681a(f).

PARAGRAPH 1. Respondent Bruno's, Inc. is a corporation organized, existing and doing business under and by virtue of the