CANDIDATE CONFIDENTIALITY AGREEMENT

Effective Date:_____

Parties: OSIsoft, LLC ("OSIsoft")
                1600 Alvarado Street
                San Leandro, CA 94577

                and

Name: _____ ("Candidate")
Address: _____
             _____

Position interviewing for: _____

In order to discuss the employment position specified above, OSIsoft and Candidate recognize that there may be a need to disclose to Candidate certain technical and business information which is confidential and to provide for an agreement to protect such confidential information and restrict its use strictly to the parties' discussions of said business purpose.

In consideration of OSIsoft's willingness to disclose certain information and Candidate's promises contained herein, OSIsoft and Candidate agree as follows:

1.   For purposes of this Agreement, "Confidential Information" shall mean all non-public or proprietary technical and business information disclosed by OSIsoft to Candidate, including but not limited to product designs, capabilities, specifications, drawings, program code, copyrights, patents, patent applications, trade secrets, and information regarding future technical, business and marketing plans and product strategies and the identity of actual and potential customers and suppliers, and all derivatives thereof. "Confidential Information" shall not include information which (a) was already rightfully known to Candidate prior to the time that it is disclosed to it hereunder, as established by documentary evidence; (b) is in or has entered the public domain through no breach of this Agreement or other wrongful act of Candidate; or (c) is required to be disclosed pursuant to a final binding order of a governmental agency or court of competent jurisdiction, provided that OSIsoft has been given reasonable notice of the pendency of such an order and the opportunity to contest it.

2.   Candidate will be deemed in a fiduciary relationship of confidence with respect to the Confidential Information disclosed by OSIsoft. Candidate agrees to hold OSIsoft's Confidential Information in strict confidence and not to disclose such Confidential Information to any third party or to use it for any purpose other than to consider the employment position specified above. Candidate further agrees not to copy, modify or to the

extent applicable, reverse engineer, reverse compile or in any way attempt to derive the source code contained in or analyze the programming techniques used in any materials provided hereunder. Candidate will employ all reasonable steps to protect the Confidential Information of OSIsoft from unauthorized or inadvertent disclosure, including but not limited to all steps that it takes to protect its own information that it considers proprietary and trade secret.

3.   Upon the completion or abandonment of the parties' discussions of the employment position specified above, and in any event, upon the written request of OSIsoft at any time, whether before or after the completion or abandonment of such discussions, Candidate shall immediately return to OSIsoft all plans, drawings, specifications or other tangible items containing OSIsoft's Confidential Information, and all copies thereof.

4.   OSIsoft shall be deemed the owner of all Confidential Information, including all patent, copyright, trademark, trade secret and other proprietary rights and interests therein, and Candidate recognizes and agrees that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, in or to any Confidential Information disclosed pursuant to this Agreement or in or to any such intellectual property rights therein.

5.   Candidate hereby acknowledges that the actual or threatened unauthorized disclosure, use or disposition of Confidential Information, or the disclosure of the existence, nature or substance of the parties' discussions, could cause irreparable harm and significant injury which may be difficult to ascertain. Accordingly, Candidate agrees that OSIsoft shall have the right to seek an immediate injunction due to any breach or threatened breach of this Agreement, in addition to any other remedies that may be available to OSIsoft at law or in equity. OSIsoft will not be required to post any bond of any kind to obtain such injunction whether temporary or permanent. In the event of an action to enforce the provisions of the Agreement, OSIsoft, if it prevails, shall be entitled, in addition to any other relief granted, to recover from Candidate the costs and expenses of such enforcement, including, without limitation, reasonable attorney's fees and costs of expenses.

6.   If any provision of this Agreement or any portion of any such provision shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect, and the provision or portion thereof affected by such holding shall be modified, if possible, so that it is enforceable to the maximum extent permissible.

7.   This Agreement shall be governed by and construed in accordance with the laws of California applicable to contracts made and to be performed entirely within the State of California by and between California residents.

8.   This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof and may not be modified except by written instrument signed by an authorized representative of each party.

Acknowledged and Agreed

Candidate:

_____

Signature

_____

Name (Please Print)

Candidate NDA