

TOOLWATCH REFERRAL PARTNER PROGRAM REFERRAL PARTNER AGREEMENT

This PARTNER REFERRAL AGREEMENT (hereinafter the "Agreement") is made and entered into on this ____ day of _____, 2008 by and between ToolWatch Corporation ("ToolWatch"), an Illinois corporation with its principal place of business at 10303 E. Dry Creek Rd., Suite 250, Englewood, CO 80112, and, _____ ("Referral Partner"), with its principal place of business at _____.

In and for consideration of the mutual promises, representations and covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Intent of the Parties.

The intent of this Agreement is to offer incentives to Referral Partner, to promote in the ordinary course of their business, ToolWatch products and services to Third Parties ("Third Parties"). In the event that the promotion by Referral Partner results directly in a software sale by ToolWatch to the Third Party, then ToolWatch shall pay, upon receipt of payment from the Third Party, directly to the Referral Partner, a finder's fee of 10% of software purchase per client. Referral Partner shall effectively become a Referral Partner, and this Agreement shall become operative when ToolWatch accepts the signed copy of this Agreement.

2. Term.

The term of the Agreement shall commence on the date of signing, and shall run for a period of 12 months. The Agreement shall automatically renew for additional one-year periods following the termination date, unless either party notifies the other in writing of its desire not to renew the Agreement. Said written notice shall be given no less than 30 (thirty) days prior to the actual termination date sought by the terminating party.

3. Relationship of the Parties.

The relationship of ToolWatch and Referral Partner throughout the course and term of this Agreement and any subsequent renewal periods shall be and remain, strictly as independent contractors. Neither ToolWatch nor Referral Partner shall be, nor represent itself to be, the joint venturer, franchisor, franchisee, partner, broker, agent, employee, servant or representative of the other, for any purpose whatsoever. No party shall be responsible for the acts or omissions of the other, and no party hereto shall have the authority to make any representations or incur any obligations on behalf of the other.

4. Promotion of ToolWatch Products and Services.

Throughout the term of this Agreement, Referral Partner agrees to use its best and commercially reasonable efforts, to promote ToolWatch products and services as specified herein. Referral Partner agrees to promote ToolWatch products and services through Referral Partner's web site, which shall include the insertion of a link to ToolWatch's web site and descriptive text of ToolWatch's products and services. ToolWatch and Referral Partner shall make reasonable efforts to accurately maintain and track referrals from Referral Partner resulting in sales of products and/or services by ToolWatch. Throughout the term of this Agreement, ToolWatch shall assume full and sole responsibility for billing and invoicing customers referred to ToolWatch through Referral Partner's web site and other promotional and marketing activities.

a. Price Quotes and Estimates.

Referral Partner agrees that it shall not quote any price or rate for any ToolWatch product or service unless provided in writing to Referral Partner by ToolWatch, or otherwise authorized by a member of ToolWatch management.

ToolWatch Corporation
10303 E Dry Creek Rd., Suite 250
Englewood, CO 80112

b. No Warranties.

Referral Partner shall not make or offer any warranties, guaranties, or any other commitment to third parties, relating to ToolWatch products or services in connection with this Agreement, other than those expressly approved and authorized by ToolWatch.

5. Trademarks and Trade Names.

Any and all trademarks and trade names used by either ToolWatch or Referral Partner for the limited purpose(s) described or contemplated herein, shall remain the exclusive property of the holder. This Agreement does not create any rights therein, except a limited license to use or reproduce said marks and names, as may be necessary to carry out the intent of the parties pursuant to this Agreement.

6. Limited Warranty.

ToolWatch warrants that ToolWatch products and services provided to third party customers in connection with this Agreement shall be of good workmanship and service. ToolWatch does not provide any warranty whatsoever for equipment and hardware used or furnished in conjunction with ToolWatch services. Such warranties shall be the sole and exclusive responsibilities of the individual and respective hardware manufacturers.

7. Disclaimer of Warranties and Limited Liabilities.

TOOLWATCH SPECIFICALLY AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE FOR ANY LOSS OR PROFIT OR ANY OTHER COMMERCIAL DAMAGE, INCLUDING BUT NOT LIMITED TO SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES, WHETHER FORESEEABLE OR NOT. ALL LIABILITY BY TOOLWATCH AND ITS REFERRAL PARTNER HEREUNDER, IS EXPRESSLY LIMITED TO ANY AMOUNTS PAID TO TOOLWATCH UNDER THIS AGREEMENT.

8. Force Majeure.

Neither party hereto shall be liable or deemed to be in breach or default of this Agreement for any delay or failure in performance of any obligation created under this Agreement, or interruption of service, resulting directly or indirectly from acts of God, or any causes or circumstances beyond the reasonable control of such party.

9. No Assignment.

This Agreement shall not be assign by Referral Partner for whatever reason, without the prior express and written authorization by ToolWatch.

10. Additional Executions.

Referral Partner agrees to execute additional documents, including a Non-Disclosure Agreement, as shall be requested by ToolWatch from time to time, and as shall be reasonably necessary to carry out the intent of the parties as expressed and contemplated hereunder.

11. Severability.

If any provision(s) or portion(s) thereof are determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part(s) or provision(s) of this Agreement, and such remaining part(s) or provision(s) shall remain of such same force and effect as if the stricken or invalidated provisions had not been made part of this Agreement.

12. Governing Law.

This Agreement shall be governed by, interpreted and enforced under the laws of the State of Colorado.

13. Right to Revision

ToolWatch may revise these terms from time to time, at our sole discretion, by updating the Referral Partner Agreement posted on the ToolWatch web site. Unless otherwise provided below, the revised terms will take effect when they are posted. Your continued use of the Referral Partner Program will signify your acceptance of the modified terms. If you do not accept the modified terms, you must notify ToolWatch in writing as to your non-acceptance. You agree you will review the terms of the Referral Partner Agreement on the ToolWatch web site frequently, or to review the revision provided to you via electronic mail, in effort to remain apprised of any changes or modifications to this Agreement.

14. Indemnification

Each party indemnifies and holds harmless the other party and each of its agents, officers, directors, and employees against all liability to third parties, including attorney's fees and costs resulting from the acts, or failures to act, of such indemnifying party, or any acts of its customers or users. In no event shall either party be liable for consequential, incidental or special damages, including loss of profits or cost of replacement goods under this Agreement. ToolWatch reserves the right to disclose your contact information to legal, regulatory or other governmental authorities and/or to affect third parties in the event you violate this Agreement in any manner that leads to the threat or commencement of a criminal investigation or civil litigation relating to such violation.

15. Entire Agreement.

This Agreement constitutes the entire agreement by and between the parties hereto with respect to the subject matter hereof, and supercedes all previous proposals, negotiations, representations, commitments, writings, and all other communications between the parties. This Agreement shall not be modified except in writing, signed and executed by duly authorized representatives for each party. **IN WITNESS WHEREOF**, the parties hereto, each acting under due and proper authority to enter into this Agreement have executed the same as of the date first mentioned above.

Accepted and approved:

ToolWatch Corporation

Name (please print)

Company Name

Signature

Individual's Name (please print)

Title

Signature

Date

Date

Referral Partner Information

***Business Address:
Telephone/Fax:
Email/Web Address***