

## MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into this 31<sup>st</sup> day of May , 2005 by and between the undersigned (the "CDW Contracting Party") and Promark Technology, Inc. under the following terms and conditions:

1. Nature and Purpose. The parties to this Agreement desire to engage in certain business arrangements and/or contractual relationships which may involve the disclosure of financial, proprietary, competitively sensitive, and/or market sensitive information and/or contain trade secrets. The purpose of this Agreement is to define their rights and obligations with respect to such information. This Agreement does not obligate either party to disclose any information to the other or to enter into any other agreement or arrangement, nor shall it be construed as granting any rights by license or otherwise in any trade secrets or other intellectual property rights of either party. As provided for herein, the parties' obligations under this Agreement shall survive the termination of their business arrangements and/or contractual relationships, regardless of the manner of such termination.

- Confidential Information. Either party ("Discloser") may at its option make available to the other party ("Recipient") in the performance of this Agreement information of a confidential or proprietary nature to such party, including information of its affiliates or of a third party (hereinafter referred to as "Confidential Information"). As used in this Agreement, the Confidential Information shall mean any information or data in oral and/or written form which Recipient knows or has reason to know is Confidential Information and which is disclosed in connection with this Agreement or which Recipient may have access to in connection with this Agreement, including but not limited to business and marketing plans, strategic alliances, cost or pricing data, the identities of customers and prospective customers. To the extent practicable, Confidential
2. Information shall be clearly identified or labeled as such at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information shall not be evidence that such information is not proprietary or protectable. Confidential Information shall not include any information which (a) was rightfully in the possession of Recipient prior to disclosure by Discloser; (b) was or is independently developed by Recipient without use of the Confidential Information; (c) is now or hereafter becomes available to the public other than as a result of disclosure by Recipient in violation of this Agreement; or (d) becomes available to Recipient on a non-confidential basis from a source other than Discloser and such source was under no obligation to Discloser to keep such information confidential.

- Degree of Care. Recipient shall maintain the Confidential Information using the same degree of care as it uses to protect its own confidential and proprietary information but in any case using no less than a reasonable degree of care. In addition, Recipient shall not use the Confidential
3. Information received from Discloser for its own benefit or, except as expressly provided for herein, disclose the Confidential Information to third parties without the prior written consent of an authorized representative of Discloser.

Disclosure. Recipient agrees to disclose the Confidential Information only to its directors, officers, employees, agents, independent contractors and consultants who have a need to know the Confidential Information as required in furtherance of the objectives of the business relationship between the parties, and with respect to independent contractors and consultants, only those who

4. have agreed to substantially similar non-disclosure obligations as those contained herein. Notwithstanding the foregoing, the CDW Contracting Party may disclose the Confidential Information to its affiliates and their directors, officers, employees and agents who may also have a need to know the Confidential Information in furtherance of the business relationship.

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[\*\*] – Indicates omission pursuant to a request for confidential treatment. The omitted text has been filed separately with the Securities and Exchange Commission.

- Legal Action Requiring Disclosure.** If Recipient is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose the Confidential Information, Recipient shall give Discloser prompt notice of such request so that Discloser may seek an appropriate protective order or similar protective measure. Upon Discloser's written request Recipient shall,
1. at Discloser's expense, cooperate with Discloser in seeking such order or similar protective measure. If Recipient is nonetheless compelled to disclose the Confidential Information, Recipient shall disclose only that portion of the Confidential Information, which Recipient is legally required to disclose and upon Discloser's request and expense, shall use reasonable efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information to the extent such assurances are available.

- Return Or Destruction Of Confidential Information.** Recipient is hereby authorized to make only the number of copies of the Confidential Information necessary to disseminate the Confidential Information to those who are entitled to have access to it, and ensure that all confidentiality notices set forth on the Confidential
2. Information are reproduced in full on such copies. At the written request of Discloser, Recipient agrees to return or, at Discloser's sole discretion, destroy all materials in its possession and control, which contain any Confidential Information and shall, at Discloser's written request, certify in writing to Discloser that all copies (in any form or media) have been destroyed or returned to Discloser.

- Limitation On Use.** Recipient shall use the Confidential Information only in connection with the furtherance of the business relationship between the parties, and Recipient shall make no further use, in whole or in part, of any
3. Confidential Information. However, nothing in this Agreement shall restrict Discloser from using, disclosing, or disseminating its own Confidential Information in any way.

- Injunctive Relief.** Each party acknowledges that unauthorized disclosure or use of the Confidential Information by Recipient may cause irreparable harm and damage to the business of Discloser which may be difficult to ascertain and which may not be adequately compensated by damages at law. Therefore, each party
4. agrees that, in the event of a breach or threatened breach of the terms of this Agreement, Discloser shall be entitled to an injunction prohibiting any unauthorized disclosure or use of its Confidential Information. Any such injunctive relief shall be in addition to, and not in lieu of, any appropriate monetary damages.

- Term of Confidentiality.** Recipient shall maintain the Confidential Information in accordance with this
5. Agreement for a period of five (5) years from the date of disclosure.

- Validity.** In the event of the invalidity or unenforceability of any provision of this Agreement under applicable law, the
6. parties agree that such invalidity or unenforceability shall not affect the validity or enforceability of the remaining portions of this Agreement.
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**Assignment.** This Agreement shall not be assigned by either party without the prior written consent of the other party, and any purported assignment without such consent shall be void. This approval requirement shall not apply to the assignment to any successor corporation in the event

1. of a merger or acquisition. In addition, the CDW Contracting Party shall have the right, without consent, to assign any or all of its rights and obligations under this Agreement to any of its affiliates. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' successors in interest.

**Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties thereof. This Agreement may not be changed or modified except by a written agreement signed by the parties hereto. This Agreement shall be governed by and

2. construed in accordance with the laws of the State of Illinois without regard to its conflicts of law rules. Any action arising out of a dispute between the parties shall be brought in the courts located in Cook County, Illinois and each party consents to the jurisdiction of the federal and state courts located in Cook County, Illinois and submits to the jurisdiction thereof and waives the right to change venue.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officers as of the date and year first set forth above.

PROMARK TECHNOLOGY, INC.

**THE CDW CONTRACTING PARTY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name : Dale R. Foster

Name : \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Address: 10810 Guilford Road, Suite 101

Address: \_\_\_\_\_

Annapolis Junction, MD 20701

