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Crystal D. Talley

Kathleen C. Farrell

August 17, 2009

Office of the Attorney General
Orville B. Fitch, II, Esq.
33 Capitol Street
Concord, NH 03301

Dear Mr. Fitch:

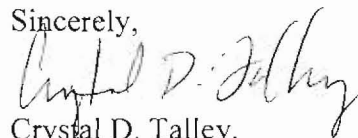
In accordance with N.H. Rev. Stat. Ann. §§ 359, we are providing you with written notification regarding the nature and circumstances of a recent data security incident.

We recently became that an anonymous file transfer protocol server was running on a shared Army-Reserve Officers' Training Corps ("ROTC") Windows desktop system at Boston University, which permitted public access to the contents of that desktop system. That desktop system contained personal information of individuals who have communicated or been affiliated with Army ROTC programs at colleges and universities around the country. At this time, we believe that approximately 47 New Hampshire residents may be affected by this incident.

The University understands that the United States Army Cadet Command will notify affected individuals pursuant to New Hampshire law. The University will offer one year of free credit monitoring to all affected individuals through Debix, Inc. and will send letters substantially in the form enclosed herewith.

If you have any questions, please do not hesitate to contact me at 617-353-2326.

Sincerely,



Crystal D. Talley,
Associate General Counsel

Enclosure

Complimentary Debix Identity Protection

Activation Code: 99999999

Signup Link: <http://www.debix.com/safe>

Breach Hotline: 877-676-0375

August 12, 2009

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John Sample

123 Any Street

P.O. Box 123

Anytown, US 12345-6789

|||||

Dear John Sample,

I am writing to notify you of a security incident involving personal information. One of the computers maintained by the Army ROTC (Reserve Officers' Training Corps) at Boston University contained personal information of individuals who have communicated or been affiliated with Army ROTC programs at colleges and universities around the country. The information resided on a desktop computer and included names and Social Security Numbers and, in some instances, addresses and dates of birth. There is reason to believe that your information was on that desktop computer and that it could have been accessed by unauthorized persons. The University secured the server upon learning of the issue and has notified the Massachusetts Attorney General and the Director of Consumer Affairs and Business Regulation.

You will receive a separate letter from the Army Cadet Command describing this incident in more detail but, on behalf of the University, I write to express to you directly our deep regret and to inform you of the steps Boston University is taking to support affected individuals.

To help safeguard you from misuse of your personal information, **we have arranged for you to receive 12 months of identity protection under the Debix Identity Protection Network at no cost to you.** From the date that you set up your account, Debix will enroll you in OnCall™ Credit Monitoring and you will receive credit alerts regarding changes in your credit file. Using your phone, you can review and verify these credit alerts and the Debix OnCall™ investigators are there to assist you in the event that you suspect fraud. This service also includes a \$1,000,000 Identity Theft Insurance Policy, and 12 months enrollment in Debix Fraud Resolution Services, if needed, to assist you in restoring your credit file.

Debix has a simple Internet-based verification and enrollment process. To sign up, go to <http://www.debix.com/safe>. **You will need to provide the activation code that is listed at the top of this page.** Once you have entered your activation code, click on "Sign up now" on the right side of the page and follow the web site's instructions. Please note that if you enroll online,



Complimentary Debix Identity Protection

Activation Code: 99999999

Signup Link: <https://www.debix.com/safe>

Breach Hotline: 877-676-0375

VISIBILITY

Only you know when it's really you applying for credit. Debix gives you the power to review and approve changes in your credit file.

CONVENIENCE

All you need is a phone for a Debix to contact you through our secure, automated phone network before opening any new accounts.

PEACE OF MIND

Your Social Security Number and other personal information become useless to identity thieves. No one can impersonate you with creditors.

DEBIX PROTECTION INCLUDES:

- **OnCall Credit Monitoring™** – you will receive a secure Credit Call when there are changes in your credit file. This puts you in charge of your managing your credit.
- **Strong security** - You'll always know that your Credit Call™ is legitimate because you'll hear your own pre-recorded Voice Key message and no one can hear the Credit Call without your pre-registered phone and 4-digit PIN.
- **OnCall Investigation Team** - is there for you when you need us most. When you receive a Credit Call™ and suspect fraud, simply press the star key on your phone to connect to an OnCall Investigator who will gather the facts and engage law enforcement while the case is hot.
- **Identity theft insurance coverage and recovery services** - We provide insurance and recovery services to correct mistakes and protect your good name.
- **Your confidentiality is guaranteed** - Debix will never sell or share your information to anyone. We keep all sensitive and personal information encrypted and secure.

HOW IT WORKS:

Debix solves this problem by putting you in control of managing your identity. The idea behind the Debix Network is simple - a thief can convince a bank that he is you, but he can't convince you that he is you. The Debix Network puts the power to authorize new credit accounts in your hands.



Secure Credit Call™
when there are
changes in your
credit file.



OnCall Investigators
there to help you in the
moment you need it --
when you suspect
fraud.

For one year of free Debix Identity Protection, you may sign up online at www.debix.com/safe, call 877-676-0375, or fill out the enclosed mail-in registration form.



900 Congress Avenue, Suite 402
Austin, Texas 78701
888-DebixMe

END USER LICENSE AGREEMENT

This agreement ("**Agreement**") is made as of the date you enroll by and between **Debix, Inc.**, 900 Congress Avenue, Suite 402, Austin, TX 78701 ("**Debix**"), and you ("**you**"). The parties agree that:

1. **The Service.** – "Service" means our Debix Identity Protection Network ("IPN") Service. Subject to the terms and conditions of this Agreement and to payment for the Service (which may come from a 3rd party), we will provide you with the Service, delivered via the Internet at www.Debix.com (the "Site"). References to the Service include use of the Site. You may use the Service solely for its intended purpose in accordance with this Agreement and the terms of service posted on the Site, as we may update from time to time ("**Terms of Service**"). By enrolling in the Service, you enroll in the Debix IPN, and our software will request your fraud alerts be set at major credit bureaus. You will be assigned a Debix Safe Number.
2. **Restrictions.** – You will use the Service only for your benefit. You will not, and will not permit any third party to: (a) except as expressly set forth in this Agreement, use, copy, modify, create derivative works of, distribute, sell, sublicense, or transfer the Service; (b) remove or alter any Debix notices or markings, or add any other notices or markings to the Service; (c) decrypt or attempt to decrypt the Service; (d) derive or attempt to derive the source code of or decompile the Service; or (e) disassemble or reverse engineer the Service. If statutory rights make any part of this section void, you will provide us with detailed information regarding any such activity.
3. **Ownership.** – This Agreement confers no ownership rights to you and is not a sale of rights in the Service. Ownership of all right, title, and interest in or to the Service and all Feedback and all intellectual property rights embodied therein are and will remain our exclusive property. You will take all reasonable actions to perfect our ownership, including without limitation executing instruments of assignment. We reserve all rights in the Service and the intellectual property rights embodied therein not expressly granted hereby. The Service contains Debix proprietary and confidential information. You will hold such information in confidence and not to use or disclose it in any way except as expressly permitted hereunder, using no less than reasonable care. If you provide feedback and/or generate data in using the Service ("**Feedback**") you hereby assign all right, title, and interest in it to us. If such assignment is ineffective, you agree to grant to us a non-exclusive, perpetual, irrevocable, royalty free, worldwide license to use, reproduce, sublicense, distribute, modify and otherwise exploit such Feedback without restriction.
4. **Support.** – In connection with the Service we will provide the support specified on the Site from time to time.
5. **Disclaimer of Warranties.** – THE SERVICE IS PROVIDED TO YOU "AS IS," WITHOUT WARRANTY, AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE, NON-INTERFERENCE, ACCURACY, AND NON-INFRINGEMENT ARE DISCLAIMED. WE DO NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION, BE ERROR-FREE, OR ACHIEVE SPECIFIC RESULTS. THE SERVICE IS NOT A CREDIT COUNSELING SERVICE. WE DO NOT PROMISE TO HELP YOU IMPROVE YOUR CREDIT RECORD, HISTORY, OR RATING. By registering for the Debix Identity Theft Protection Network service, you assert that you have a good faith suspicion that you have been or are about to become a victim of fraud of a related crime, including identity theft. Such a suspicion might occur if your wallet was stolen; you responded to a phishing email; you were notified that a company experienced a data breach and lost some of your data. You authorize Debix to request fraud alerts are set on your behalf and grant Debix permission to act as an agent to request your fraud alerts are set at the three credit bureaus. If Debix is unable to process your fraud alert, Debix will make a reasonable effort to contact you when your fraud alert was not set by the credit bureau and investigate why your fraud alert was not set. You authorize Debix, who provides Identity Theft Protection, and its service providers, to obtain and monitor your own credit information from credit reporting agencies and send this information to you alone for your own use. I agree that this authorization shall constitute written instructions to obtain my credit information in accordance with the Fair Credit Reporting Act.
The Fair and Accurate Credit Transactions Act of 2003 states that all banks and creditors should call you before opening new credit accounts. However, there are exceptions and some creditors still ask personal questions or send letters requesting additional verification. In all cases, they must take extra precaution to make sure the credit application is not the result of identity theft. Credit Bureaus may change their processes without notice to Debix and this may impact if the credit bureau sets the fraud alert.
By registering another adult for the Debix Identity Theft Protection Network service, you assert that they have a good faith suspicion that they have been or are about to become a victim of fraud of a related crime, including identity theft. You authorize Debix to request your fraud alerts are set on their behalf and grant Debix permission to act as an agent to request your fraud alert be set at the three credit bureaus. You certify that you have the express consent of all adults that you register to submit their information to the Debix service with the intent to utilize the service on their behalf. You also certify that each adult that you register has read and accepted the Debix Terms and Conditions Agreement. You also certify that each adult that you register authorizes Debix, who provides Identity Theft Protection, and its service providers, to obtain and monitor his or her own credit information from credit reporting agencies and send this information to him or her alone for his or her own use. You also certify that each adult that you register agrees that this authorization shall constitute written instructions to obtain his or her credit information in accordance with the Fair Credit Reporting Act.
You certify that you are the parent/legal guardian of all children that you register for the Debix Identity Theft Protection Network service.
6. **Limitation of Liability.** – WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION COST OF COVER), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE SHALL NOT BE LIABLE FOR ANY 3RD PARTY CLAIMS, AND OUR CUMULATIVE LIABILITY WILL BE LIMITED TO WHAT WAS PAID FOR THE SERVICE IN THE 12 MONTHS BEFORE THE CLAIM. THIS SECTION IS A FUNDAMENTAL PART OF THE BASIS OF OUR BARGAIN, WITHOUT WHICH WE WOULD NOT BE ABLE TO PROVIDE THE SERVICE, AND WILL APPLY DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. If some or all of the limitations and exclusions in Sections 5 and 6 are held unenforceable, our liability will be limited to the greatest extent permitted under applicable law.
7. **Compliance with Law.** – You warrant that in using the Service, you will comply with all applicable law, including without limitation with all regulations of agencies of the U.S. Government regarding export and re-export restrictions. You will hold harmless and defend, at our option, Debix from any third party claim against us arising from your failure to comply with this paragraph.
8. **Membership Fee.** The membership fee will be billed at the retail price currently in effect on the Debix web site (or less if there is any applicable promotion code) and according to the terms described herein. Data breach customers will receive an option to renew with Debix at the end of their Service duration. Other customers depending on the terms of Service will either be automatically renewed on the anniversary date of enrollment at the same price and on the same payment schedule or will receive an option to renew their Service. If you have questions regarding your membership fee, please contact customer service toll free at 1-888-332-4963.
9. **Term and Termination.** – This Agreement terminates upon the earlier of (i) the last day of the term specified at the time of order and (ii) your election to terminate this Agreement, which may occur at any time. Upon any termination or expiration of this Agreement, all terms will cease, except Sections 2, 3, 5, 6, 8, and 9, which survive.
10. **General.** – Any notice hereunder will be in writing and sent by mail, return receipt requested, by e-mail, or by reputable courier addressed to the other party at (i) if to Debix, the address set forth above or at support@debix.com, and (ii) it to you, at the address or e-mail address you provide when you register for the Service, or at such other address of which you give notice. Notice will be deemed to have been given when delivered (as confirmed by receipt or other confirmation) or, if delivery is not accomplished by fault of the addressee, when tendered. This Agreement will be governed by the laws of TX, without regard to conflict of laws. The U.N. Convention on Contracts for the International Sale of Goods does not apply. All disputes will be brought only in a court located in Travis County, TX, and you consent to the jurisdiction of and waive any objection to venue of, such courts. If any provision hereof is held unenforceable, the remaining provisions will be unaffected. Your rights may not be assigned without our written consent. We may assign this Agreement. Failure or delay in enforcing this Agreement will not be deemed a waiver. This Agreement may be signed in counterparts, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements with respect to its subject matter. This Agreement may not be amended except in writing.