

September 14, 2010

99 99 9999 \*\*\*\*\*\*\*\*\*AUTO\*\*3-DIGIT 123
John Q Sample
123 Anywhere Street
Anytown, US 12345-6789

Dear Mr. John Q Sample,

We recently became aware of an incident involving an email attachment that inadvertently was distributed to employees of Kinetic Concepts, Inc. ("KCI"). The attachment contained personal information of certain KCI employees, such as name, address, date of birth and Social Security number. While the personal information was accessed by some KCI employees, we are not aware at this time of any identity theft resulting from this incident. We have taken steps to delete the relevant email and the attachment from our servers.

We regret that this incident may affect you. We take our obligation to safeguard employee personal information very seriously and, therefore, we are alerting you so you can take steps to protect yourself. We encourage you to remain vigilant and regularly review and monitor your credit reports. The attached Reference Guide provides details on these and other steps you may wish to consider.

You are entitled under U.S. law to one free credit report annually from each of the three national credit bureaus. To order your free credit report, call toll-free at (877) 322-8228 or visit www.annualcreditreport.com.

To further assist you, we recommend that you register for identity protection under the Debix Identity Protection Network, which we have arranged to provide for one year at no charge to you. The attached Reference Guide provides information on how you can register and recommendations by the U.S. Federal Trade Commission on how to further protect yourself against identity theft. You also may want to place a fraud alert or security freeze on your credit file.

We hope this information is useful to you. If you would like to speak with us, please call our dedicated KCI/Debix hotline toll-free at (877) 437-4006, Monday through Saturday, between 9 a.m. CST to 5 p.m. CST.

Again, we regret any inconvenience this may cause you.

Sincerely,

Jason R. Cone

Julia

Chief Compliance Officer



#### Reference Guide

We encourage individuals receiving Kinetic Concepts, Inc.'s letter dated September 14, 2010 to take the following steps:

Order Your Free Credit Report. To order your free credit report, visit www.annualcreditreport.com, call toll-free at (877) 322-8228, or complete the Annual Credit Report Request Form on the U.S. Federal Trade Commission's ("FTC") website at www.ftc.gov and mail it to Annual Credit Report Request Service, P.O. Box 105281, Atlanta, GA 30348-5281. The three credit bureaus provide free annual credit reports only through the website, toll-free number or request form.

When you receive your credit report, review it carefully. Look for accounts you did not open. Look in the "inquiries" section for names of creditors from whom you haven't requested credit. Some companies bill under names other than their store or commercial names. The credit bureau will be able to tell you when that is the case. Look in the "personal information" section for any inaccuracies in your information (such as home address and Social Security number). If you see anything you do not understand, call the credit bureau at the telephone number on the report. Errors in this information may be a warning sign of possible identity theft. You should notify the credit bureaus of any inaccuracies in your report, whether due to error or fraud, as soon as possible so the information can be investigated and, if found to be in error, corrected. If there are accounts or charges you did not authorize, immediately notify the appropriate credit bureau by telephone and in writing.

If you find items you don't understand on your report, call the credit bureaus at the number given on the report. Credit bureau staff will review your report with you. If the information can't be explained, then you will need to call the creditors involved. Information that can't be explained also should be reported to your local police or sheriff's office because it may signal criminal activity.

Register for Credit Monitoring. To help safeguard you from misuse of your personal information, we recommend that you register before December 31, 2010 for identity protection under the Debix Identity Protection Network, which we have arranged to provide for one year at no charge to you. Debix has indicated that its service includes:

- OnCall Credit Alerts You will receive actionable OnCall Credit Alerts by phone when there are changes in your credit file.
- OnCall Investigation Team Live OnCall Investigators will assist you if an issue occurs related to the KCl incident, and will help file cases with law enforcement.
- OnCall Attack Reports This allows KCI to know if data is being used by identity thieves.
- \$1 Million Insurance This service includes comprehensive identity restoration and \$1 million in identity theft insurance coverage to correct fraud.

From the date that you set up your account, Debix will enroll you in OnCall Credit Monitoring<sup>TM</sup> and you will receive OnCall 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 \$1,000,000 of identity theft insurance coverage, and one year of enrollment in Debix Fraud Resolution Services, if needed, to assist you in restoring your credit



file. You have until December 31, 2010 to register, and this service will be valid for one year from the date you register.

How to Enroll. Debix has a simple Internet-based verification and enrollment process. To sign up, go to www.debix.com/kcil. You will need to provide the activation code that is listed below. Once you have entered your activation code, click on "Sign up now" on the right side of the page and follow the website's instructions. Activation codes are specific to each individual and cannot be used multiple times. Please note that, if you enroll online, part of the sign-up process may include receiving a phone call from Debix soon after you initiate the registration process. You have until December 31, 2010 to register.

## Complimentary Debix Identity Protection

Activation Code: 99999999

Signup Link: www.debix.com/kcil Priority Hotline: (877) 437-4006

If you prefer to register by phone, or if you have questions regarding the KCI incident, we have set up a special assistance call center staffed with fraud specialists. Representatives are available by calling (877) 437-4006 toll-free Monday through Saturday, 9 a.m. CST to 5 p.m. CST.

Contact the U.S. Federal Trade Commission. If you detect any unauthorized transactions in your financial account, promptly notify your payment card company or financial institution. If you detect any incident of identity theft or fraud, promptly report the incident to your local law enforcement authorities, your state Attorney General and the FTC. If you believe your identity has been stolen, the FTC recommends that you take these additional steps:

- Close the accounts that you have confirmed or believe have been tampered with or opened fraudulently. Use the FTC's ID Theft Affidavit (available at www.ftc.gov/idtheft) when you dispute new unauthorized accounts.
- File a local police report. Obtain a copy of the police report and submit it to your creditors and any others that may require proof of the identity theft crime.

You can contact the FTC to learn more about how to protect yourself from becoming a victim of identity theft:

Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, NW Washington, DC 20580 1-877-IDTHEFT (438-4338) www.ftc.gov/idtheft/

Place a Fraud Alert on Your Credit File. To protect yourself from possible identity theft, consider placing a fraud alert on your credit file. A fraud alert helps protect you against the possibility of an identity thief opening new credit accounts in your name. When a merchant checks the credit history of someone applying for credit, the merchant gets a notice that the applicant may be the victim of identity theft. The alert notifies the merchant to take steps to verify the identity of the applicant. You can place a fraud alert on your credit report by calling any one of the toll-free fraud numbers provided below. You will reach an automated telephone system that allows you to flag your file with a fraud alert at all three credit bureaus.

Equifax	P.O. Box 740241 Atlanta, Georgia 30374-0241	877-478-7625	www.equifax.com
Experian	P.O. Box 9532 Allen, Texas 75013	888-397-3742	www.experian.com
TransUnion	Fraud Victim Assistance Division P.O. Box 6790 Fullerton, California 92834-6790	800-680-7289	www.transunion.com

Place a Security Freeze on Your Credit File. You may wish to place a "security freeze" (also known as a "credit freeze") on your credit file. A security freeze is designed to prevent potential creditors from accessing your credit file at the credit bureaus without your consent. There may be fees for placing, lifting, and/or removing a security freeze, which generally range from \$5-\$20 per action. Unlike a fraud alert, you must place a security freeze on your credit file at each credit bureau individually. Since the instructions for establishing a security freeze differ from state to state, please contact the three national credit bureaus to find out more information.

Equifax	P.O. Box 105788 Atlanta, Georgia 30348	877-478-7625	www.equifax.com
Experian	P.O. Box 9554 Allen, Texas 75013	888-397-3742	www.experian.com
TransUnion	Fraud Victim Assistance Division P.O. Box 6790 Fullerton, California 92834	888-909-8872	www.transunion.com

The credit bureaus may require proper identification prior to honoring your request. For example, you may be asked to provide:

- Your full name with middle initial and generation (such as Jr., Sr., II, III)
- Your Social Security number
- · Your date of birth
- Proof of your current residential address (such as a current utility bill)
- Addresses where you have lived over the past five years
- A legible copy of a government-issued identification card (such as a state driver's license or military ID card)

<u>For Massachusetts Residents.</u> The credit bureaus may charge you a fee of up to \$5 to place a freeze on your account, and may require that you provide proper identification prior to honoring your request. There is no charge, however, to place, lift or remove a security freeze if you provide the credit bureaus with a valid police report. You have the right to obtain a police report if you are the victim of identity theft.

<u>For North Carolina Residents.</u> You can obtain information from the North Carolina Attorney General's Office about preventing identity theft. You can contact the North Carolina Attorney General at:



North Carolina Attorney General's Office 9001 Mail Service Center Raleigh, NC 27699-9001 877-566-7226 (toll-free in North Carolina) 919-716-6400 www.ncdoj.gov

<u>For Maryland Residents.</u> You can obtain information from the Maryland Office of the Attorney General about steps you can take to avoid identity theft. You can contact the Maryland Attorney General at:

Maryland Office of the Attorney General Consumer Protection Division 200 St. Paul Place Baltimore, MD 21202 888-743-0023 (toll-free in Maryland) 410-576-6300 www.oag.state.md.us



### Register for Debix Identity Protection Network

To register by mail, complete this form and mail to Debix, Inc. using the enclosed postage-paid envelope or to the address above. You do not need to complete this form if you register online at www.debix.com/kci1 or by phone at (877) 437-4006.

Step 1: Verify the printed information. If your name or residential mailing address is not correct, please make changes in the "Change of Name or Address" section below.

Step 2: Fill in your personal information. All fields are required unless specified otherwise. Please provide at least one phone number.

Step 3: To Register a Minor: If the person to protect is under 18 years old, please provide information for the parent or legal guardian. Correspondence concerning a minor will be addressed to the parent or legal guardian.

Please PRINT CLEARLY in BLACK INK within the boxes. Shade the bubbles completely. Correct: Incorrect:

(X)	Ø	Α	В	C	D	E	0	1	2	3		-

#### ADDRESS INFORMATION

Please do not write in this section. Please use the "Change of Name or Address" section to make corrections.

John Q Sample 123 Anywhere Street Anytown, US 12345-6789



	PERSONAL INFORMATION	ACTIVATION CODE: 99999999					
GENDER DATE OF BIRTH (MM/DD/YYYY) SOCIAL SECURITY NUMBER (Required)							
O MALE		7					
O FEMALE							
MOBILE PHONE NUMBER H	HOME PHONE NUMBER	WORK PHONE NUMBER					
EMAIL ADDRESS (For Online Account Access)							
PARENT/GUARDIAN INFORMATION (If Registering a Minor)							
FIRST NAME	MIDDLE LAST NAME	SUFFIX					
GENDER DATE OF BIRTH (MM/DD/YYYY)	SOCIAL SECURITY NUMBER (Required)						
O MALE O FEMALE							
	HOME PHONE NUMBER	WORK PHONE NUMBER					
EMAIL ADDRESS (For Online Account Access)	parameter properties of the properties of the properties of the parameter properties o						
CHANGE OF NAME OR ADDRESS (Optional)							
FIRST NAME	MIDDLE LAST NAME	SUFFIX					
RESIDENCE ADDRESS LINE 1							
PECIPENCE ADDRESS UNIT 2 (Outlook)							
RESIDENCE ADDRESS LINE 2 (Optional)							
CITY		STATE ZIP					

By registering for Debix Identity Protection, I agree to the Debix End User License Agreement (enclosed) and I authorize Debix, who provides Identity Theft Protection, and its service providers, to obtain and monitor my own credit information from credit reporting agencies and send this information to me alone for my own use.

I certify that I am the parent/legal guardian of any children that I register for the Debix service.



# Debix Identity Protection Network End User License Agreement

This agreement ("Agreement") is made as of the date we receive it from you by and between **Debix**, Inc., 900 Congress Avenue, Ste. 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. 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.
- 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 eny 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 end 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, EXPRESSED 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.

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. You agree that this authorization shall constitute written instructions to obtain your credit information in accordance with the Fair Credit Reporting Act. If Debix is unable to process the credit monitoring request, Debix will make a reasonable effort to contact you.

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 agree 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 ansing 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. All customers, depending on the Terms of Service, will be automatically renewed or will receive an option to renew the Service. The Service may be terminated at any time with or without notice if payment is not received. 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. Debix may require reasonable identification verification before completing any request to terminate the Agreement or cancel the Service. 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) if 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 Texas, 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.