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April 9, 2012

## VIA OVERNIGHT MAIL

Mr. Michael A. Delaney  
Attorney General of the State of New Hampshire  
Office of the Attorney General  
33 Capitol Street  
Concord, New Hampshire 03301

### **Re: Notice Concerning Breach**

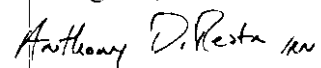
Dear Mr. Delaney:

We are writing pursuant to RSA 359-C:19, *et seq.* to report that on March 23, 2012, our client, X-Rite Incorporated ("X-Rite"), learned that one of its database servers was attacked by a malicious third party. This server contained personal information, including the name, contact information and credit card information of approximately 337 New Hampshire residents who made purchases on X-Rite's pantone.com website. Upon confirmation of the intrusion, X-Rite took immediate steps to protect its customers' information, including disabling the server and notifying law enforcement. In addition, X-Rite completely rebuilt the affected servers with all new hardware that is free of any viruses or malware, changed all of its internal passwords, and has initiated additional security measures, including conducting more frequent security audits and scans of its databases in the hopes of detecting potential intrusions before they occur.

On Friday April 6, X-Rite sent out a letter to each of these individuals notifying them of the intrusion and possible compromise of their personal information in compliance with New Hampshire law. These letters provide helpful information that will enable these individuals to protect themselves from identity theft, including contact information for the credit agencies and FTC, how to obtain a credit report, how to put in place a fraud alert, how to put in place a credit freeze, advice to monitor their credit reports and financial accounts, and advice to report suspected incidences of identity theft to local law enforcement, the Attorney General, or the FTC. In addition, out of an abundance of caution, we also are offering one year of credit monitoring to any of the affected New Hampshire residents who had an active credit card in the pantone.com database. A copy of this notice is attached.

We assure you that our client takes this issue, and the privacy and security of its customers, very seriously and is working diligently to ensure that this does not occur again. Please feel free to contact me if you have any questions.

Best regards,

A handwritten signature in black ink that reads "Anthony E. DiResta". The signature is written in a cursive style with a small flourish at the end.

Anthony E. DiResta



Processing Center • P.O. Box 3825 • Suwanee, GA 30024



**Free Identity Protection**  
Redemption Code: 9999999999  
Enroll at [enroll.allclearid.com](http://enroll.allclearid.com)



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

April 6, 2012

Dear John Q Sample:

I am writing to make you aware that on March 23, 2012 we learned that one of our database servers was attacked by a malicious third party. This server contained your personal information, including your name, contact information and credit card information used to make purchases on [www.pantone.com](http://www.pantone.com). While an unauthorized party did hack into this database, our investigation has not shown that any of your information was either accessed or obtained. Nevertheless, in an abundance of caution, we want to make you aware of this incident so you can take steps to protect yourself.

This issue was discovered in early March, when we were notified that there may have been an intrusion into our computer systems. Pantone took immediate steps to protect your information, including disabling the server and notifying law enforcement. To help provide even further assurance, we have completely rebuilt the affected servers with all new hardware that is free of any viruses or malware. In addition, we have changed all of our internal passwords, and have initiated additional security measures, including conducting more frequent security audits and scans of our databases in the hopes of detecting potential intrusions before they occur.

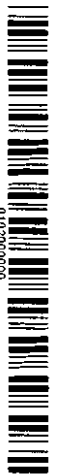
Based upon our investigation, it appears that the unauthorized access may have begun on February 6, 2012. Although we do not have specific reason to believe that your personal information was accessed, we nevertheless suggest that you monitor your credit and financial account statements. To assist you with this, we are offering you one (1) year of credit monitoring at our expense. You may register online at [enroll.allclearid.com](http://enroll.allclearid.com), by mail using the enclosed mail-in registration form, or by phone by calling (877) 615-3741. You must register before June 30, 2012 in order to receive this complimentary identity protection service.

You can also place a fraud alert with the major credit reporting agencies on your credit files. A fraud alert lasts 90 days, and requires potential creditors to use "reasonable policies and procedures" to verify your identity before issuing credit in your name (as soon as one agency is notified, the others are notified to place fraud alerts as well). You can keep a fraud alert in place by contacting the agencies again after 90 days. The credit reporting agencies can be contacted at:

Experian  
475 Anton Blvd.  
Costa Mesa, CA 92626  
1-888-397-3742

Equifax Credit Information Services, Inc.  
P.O. Box 740241  
Atlanta, GA 30374  
1-888-766-0008

TransUnion  
Fraud Victim Assistance Department  
P.O. Box 6790  
Fullerton, CA 92834  
1-800-680-7289



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You can also request that these agencies provide a copy of your credit report. Review your reports carefully to ensure that the information contained in them is accurate. If you see anything on your credit reports or credit card account statements that appear incorrect, contact the credit reporting agency(ies) or your credit card provider, and report suspected incidents of identity theft to local law enforcement, the Attorney General, or the FTC (contact information below). Even if you do not find any signs of fraud on your reports or account statements, the FTC and other security experts suggest that you check your credit reports and account statements periodically.

In many states (including Massachusetts and West Virginia) you have the right to put a "freeze" on your credit report by contacting each of the three credit reporting agencies at their mailing addresses listed above. Unless you are the victim of identity theft, each agency may charge a fee which could range based on your state (in Massachusetts, for example, it cannot exceed \$5). You will be asked to provide the agency with identifying information, like name, social security number, date of birth, current and prior addresses (and proof thereof). You may also have to provide a copy of your government ID. You have the right under the laws of many states (including Massachusetts) to obtain a police report. If you have been the victim of identity theft, you will need to provide a copy of the police report or complaint to law enforcement when requesting your credit freeze; if you have not, you will need to provide the required fee by check or credit card (do not send cash in the mail).

The FTC, the Attorney General, and the credit agencies can provide additional information on how to avoid identify theft, how to place a fraud alert, and how to place a security freeze on your credit report. You can contact the FTC on its toll-free Identity Theft helpline: 1-877-438-4338. The FTC's website is located at <http://www.ftc.gov> and its address is Federal Trade Commission, Consumer Response Center, 600 Pennsylvania Avenue, NW, Washington, DC 20580. The credit reporting agencies information is listed above.

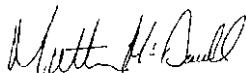
In addition, in Maryland, you can reach the State Attorney General's office by phone at (888) 743-0023. Its website is <http://www.oag.state.md.us/>. In North Carolina, you can reach the State Attorney General's office by phone at (919) 716-6000. Its website is <http://www.ncdoj.gov>. Their mailing addresses are:

Douglas F. Gransler  
Attorney General of the State of Maryland  
Office of the Attorney General  
200 St. Paul Place  
Baltimore, MD 21202

Roy Cooper  
Attorney General of the State of North Carolina  
Consumer Protection Division  
Attorney General's Office  
Mail Service Center 9001  
Raleigh, NC 27699-9001

We regret any inconvenience this matter may cause you. I can assure you that we are doing everything we can to protect our customers and ensure nothing like this happens again. If you have questions about this notice or this incident or require further assistance, you can reach us via email at [cardinfo@pantone.com](mailto:cardinfo@pantone.com), via phone at (877) 615-3741, or via mail at Pantone, 590 Commerce Boulevard, Carlstadt, NJ 07072-3098. You can also find out additional information about this incident at [www.pantone.com/cardinfo](http://www.pantone.com/cardinfo).

Very truly yours,



Matt McDowell  
National Sales Manager





## End User Services Agreement

This agreement ("Agreement") is made by & between AllClear ID, Inc., formerly "Debitx" ("AllClear ID"), having an address of 823 Congress Avenue, Ste. 300, Austin, TX 78701, & you ("you"). As of the date you register for or enroll in the Service, the parties agree as follows:

- Definitions.** The "Service" means the Premium Service and/or the Free Service, for which you enroll, as the case may be, determined in accordance with your registration & the terms hereof. The "Premium Service" is one of the following, depending on your election at registration: (i) AllClear ID Pro (ii) AllClear ID Plus (iii) AllClear ID Guarantee. [A Premium Service may include a Service that a third party is purchasing for you on your behalf, i.e. it may be free to you but still a Premium Service. The "Free Service" is AllClear ID Free. References to the Service include any use you make of the interface available at [www.debitx.com](http://www.debitx.com) or [www.allclearid.com](http://www.allclearid.com) (collectively, the "Site").
- Provision of the Service.** AllClear ID will provide you with the Service you elected at registration subject to the terms and conditions of this Agreement. A detailed description of the Service for which you are registered can be found in your profile which may be accessed by logging into the Site. **Term & Termination Re: Free Service.** Your subscription to the Free Service commences upon your registration, covers identity theft events occurring after registration, & terminates upon the earlier of (i) AllClear ID's notification to you of its discontinuance of the Free Service offering, (ii) AllClear ID's election to terminate your Free Service if you do not opt-in at the end of the then-current subscription period, or (iii) your election to terminate your subscription to the Free Service, each of which may occur at any time.
- Subscription Fee.** The subscription fee for the Premium Service, if applicable, will be billed at the retail price currently in effect, at a previously approved & agreed-upon pricing, or in accordance with the applicable promotion code on the Site & according to the terms described herein. If you have questions regarding your fee, please contact customer service toll free at the applicable phone number listed above. AllClear ID will continue to bill your payment method on a periodic basis until the expiration or termination of your Premium Service. You may cancel your subscription for the Premium Service (if any) for which you have registered in accordance with Section 7. If you pay monthly & wish to cancel, you must call Customer Service prior to the start of the following month. If you pay for multiple months in advance & cancel your Premium Service prior to the end of the period for which you have paid, AllClear ID will refund payment for only any full, unused months. If someone has paid on your behalf and you cancel, you will not receive a refund.
- Free Trial.** If you receive a Premium Service as the result of a third party procuring it for you on your behalf, this Section is not applicable to you. If you are subscribing to a Premium Service on your own behalf, it may start with a free trial period. If you do not cancel before the end of such free trial period, you agree that AllClear ID is authorized to charge you a monthly subscription fee for such Premium Service at the current rate to the payment method you provided during registration. You must provide a valid payment method to enroll in any free trial. AllClear ID will begin billing your payment method for monthly subscription fees at the end of the free trial period, unless you cancel prior to the end of the free trial period. You will not receive a notice from us that your free trial period has ended or that the paying portion of your subscription has begun. If you cancel prior to the end of your free trial period, there will be no charges to your payment method.
- Scope of Coverage; Term & Termination of Premium Service.** If you are a subscriber to a Premium Service, your subscription to such Premium Service commences upon your registration. The Premium Service covers identity theft events discovered after registration. If a third party has procured the Premium Service on your behalf, your subscription to the Premium Service will terminate at the end of the term specified during registration, unless you opt to re-enroll. If you subscribing to a Premium Service on your own behalf, then at the end of your initial subscription period, your subscription will automatically renew on a month to month basis until you terminate it in accordance with this Section or fail to provide payment when due. In addition, the Premium Service may be terminated or suspended at any time with or without notice if payment is not received when due or if you breach any of the terms & conditions set forth herein. If your subscription to the Premium Service expires because you fail to renew it or fail to provide payment when due, AllClear ID may convert you to the Free Service for one (1) year, subject to the terms & conditions applicable to the Free Service as set forth herein. If you transfer from one Service to another, the terms and description of such newly elected Service will apply. In the event that you elect to transfer to a new Service, you will forfeit any remaining entitlement in your previous Service. Notwithstanding the foregoing, if you are affected by two separate incidents from the same source company, your newly elected Service will continue after the term of your previous Service, with no forfeiture.
- Restrictions.** You will use any Service only for your benefit & for its intended purpose. You will not, & 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 AllClear ID notices or markings, or add any other notices or markings within 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 AllClear ID with detailed information regarding any such activity.
- Ownership.** This Agreement confers no ownership rights to you & is not a sale of rights in the Service. Ownership of all right, title, & interest in or to the Service & all Feedback & all intellectual property rights embodied therein are & will remain AllClear ID's exclusive property. You will take all reasonable actions to perfect such ownership, including without limitation executing instruments of assignment. AllClear ID reserves all rights in the Service & the intellectual property rights embodied therein not expressly granted hereby. The Service contains AllClear ID proprietary & confidential information. You will hold such information in confidence & not use or disclose it in any way except as expressly permitted hereunder, using no less than reasonable care. If you provide feedback &/or generate data in using the Service ("Feedback"), except to the extent set forth in our Privacy Policy you hereby assign all right, title, & interest therein to AllClear ID. If such assignment is ineffective, you agree to grant to AllClear ID a non-exclusive, perpetual, irrevocable, royalty free, worldwide license to use, reproduce, sublicense, distribute, modify, & otherwise exploit such Feedback without restriction.
- Support.** In connection with the Service, AllClear ID will provide the support specified on the Site from time to time.
- Disclaimer of Warranties.** ALL SERVICES ARE PROVIDED TO YOU "AS IS," WITHOUT WARRANTY, & ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE, NON-INTERFERENCE, ACCURACY, & NON-INFRINGEMENT ARE DISCLAIMED. ALLCLEAR ID DOES NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION, BE ERROR-FREE, OR ACHIEVE SPECIFIC RESULTS. THE SERVICE IS NOT A CREDIT COUNSELING SERVICE. ALLCLEAR ID DOES NOT PROMISE TO HELP YOU IMPROVE YOUR CREDIT RECORD, HISTORY, OR RATING.
- Authorization.** You authorize AllClear ID & its service providers to obtain & monitor your own information from credit reporting agencies and/or other monitoring services & send this information to you 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 AllClear ID is unable to process the credit monitoring request, AllClear ID 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 AllClear ID with the intent to utilize the Service & to agree to this Agreement on their behalf. You also certify that each adult that you register for the Service has read & accepted the terms & conditions of this Agreement, and authorizes AllClear ID, & its service providers, to obtain & monitor his or her own credit information from credit reporting agencies & 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 any and all children that you register for the Service. Information that AllClear ID collects from you will be treated in accordance with the AllClear ID Privacy Policy: <https://www.allclearid.com/legal/privacy-policy>.
- Limitation of Liability.** ALLCLEAR ID 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. ALLCLEAR ID SHALL NOT BE LIABLE FOR ANY 3RD PARTY CLAIMS. OUR CUMULATIVE LIABILITY WILL BE LIMITED TO WHAT WAS PAID BY YOU OR ON YOUR BEHALF FOR THE SERVICE IN THE 12 MONTHS BEFORE THE CLAIM. THIS SECTION IS A FUNDAMENTAL PART OF THE BASIS OF OUR BARGAIN, WITHOUT WHICH ALLCLEAR ID WOULD NOT BE ABLE TO PROVIDE THE SERVICE, & WILL APPLY DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. If some or all of the limitations & exclusions in Sections 11 & 13 are held unenforceable, warranties will be disclaimed, & AllClear ID's liability will be limited to the greatest extent permitted under applicable law.
- Compliance with Law.** You warrant that in using the Service, you will comply with all applicable laws, including without limitation with all regulations of agencies of the U.S. Government regarding export & re-export restrictions. You will hold harmless & defend, at our option, AllClear ID from any third party claim against AllClear ID arising from your failure to comply with this Agreement.
- Termination Procedure.** AllClear ID may require reasonable identification verification before completing any request to terminate the Agreement or to cancel the Service.
- General.** Any notice hereunder will be in writing & sent by mail, return receipt requested, by e-mail, or by reputable courier addressed to the other party (i) if to AllClear ID, the address set forth above or at [support@allclearid.com](mailto:support@allclearid.com) & (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 in accordance with this provision. It is your responsibility to keep your contact information up to date. 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, & to the fullest extent permitted under applicable law, you consent to the same as the exclusive jurisdiction for claims arising hereunder & 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 written consent by AllClear ID. AllClear ID may assign this Agreement. Failure or delay in enforcing this Agreement will not be deemed a waiver. This Agreement constitutes the entire agreement between the parties & supersedes all prior or contemporaneous agreements with respect to its subject matter. This Agreement may not be amended except in writing or a subsequent click to accept or telephonic method offered by AllClear ID. Upon any termination or expiration of this Agreement, all terms will cease, except Sections 5 & 6 - 14, which survive.