



Alcoa Corporate Center
201 Isabella Street
at 7th Street Bridge
Pittsburgh, PA 15212-5858 USA
Tel: 1 412 553 4298
Fax: 1 412 553 4350

July 2, 2010

The Honorable Michael A. Delaney
33 Capitol Street
Concord, NH 03301
FAX: 603-271-2110

Dear Mr. Attorney General,

We are writing to follow up on the security incident we wrote to you about on June 28, 2010.

We have now secured credit monitoring services for our affected employees (with a U.S. social security number) for a period of 12 months through Debix, Inc. We are also offering to reimburse all other employees for services in their home country for a period of 12 months. We sent the attached notification to the residents affected in your state or jurisdiction on July 1, 2010 to provide further guidance about how to enroll in these free services.

Please let us know if you have any additional questions or need any further information. You can reach me at [REDACTED] or [REDACTED]

Sincerely,

A handwritten signature in cursive script that reads "Dale C. Perdue".

Dale C. Perdue
Assistant General Counsel

Attachments

<Month Year>

Activation Code: <Activation Code>

<Party First Name> < Party Last Name>

<Address 1>

<Address 2>

<Address 3>

<City Name>, <State> <Zip Code>

Dear <First Name> <Last Name>:

We are writing to follow up on our letter you recently received regarding an incident involving an electronic folder that was set up regarding our employees who were provided assistance by the Alcoa Global Mobility Group that may have contained personal information about you.

As stated in our earlier letter, we are providing credit monitoring services at no cost to you, should you choose to enroll.

For those of you with a US social security number, **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 Triple Bureau OnCall™ Credit Monitoring™ 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 On-Call™ 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 activated a simple Internet-based verification and enrollment process. To sign up, go to <http://www.debix.com/alcoa>. You will need to provide the activation code that is listed at the top of this page (below the date). 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, part of the sign-up process may include receiving a phone call from Debix soon after you initiate the registration process. You have 90 days from the date of this letter to register. Alternatively, if you do not wish to register over the Internet, we have included a mail-in registration form. This service will be valid for one year from the date you register for it.

For those of you who do not have a US social security number, we have no record of any other personal, country identifiers included as part of the system or potentially disclosed by this incident. Nevertheless, if you are concerned about the data elements that were included in your file and potentially disclosed, and are aware of a service in your home country that can help protect you, Alcoa will pay for the service for a period of 12 months. You can either sign up for

services yourself and submit a request for reimbursement, or contact us at the telephone number or email address below and we will assist you (to the extent permitted by law) in setting up the services.

Again, we apologize for this incident and will do everything possible to protect you from any further consequences as a result. If you have any concerns or questions about this matter, please contact Alan Levine at alan.levine@alcoa.com or 412-553-4298.

Sincerely,

Kevin L. McKnight
Director, People Services NA

Attachments



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

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 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, 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 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. 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.

1000E-1111V-0-70001
CLERK OF JUSTICE
STATE OF TEXAS