



Symantec Corporation
350 Ellis Street
Mountain View, CA 94043, USA

SYMANTEC CORPORATION 2008 EMPLOYEE STOCK PURCHASE PLAN

SYMANTEC CORPORATION 2004 EQUITY INCENTIVE PLAN, AS AMENDED

**Prospectus for the employees of certain European Economic Area (“EEA”) subsidiaries
of Symantec Corporation, subject to the applicable legislation in each country**



Pursuant to articles L. 412-1 and L. 621-8 of the *Code Monétaire et Financier* and its General Regulation, in particular articles 211-1 to 216-1 thereof, the *Autorité des marchés financiers* has attached visa number 10-199 dated June 24, 2010 onto this prospectus. This prospectus was established by the issuer and incurs the responsibility of its signatories. The visa, pursuant to the provisions of Article L. 621-8-1-I of the *Code Monétaire et Financier*, was granted after the AMF has verified that the document is complete and comprehensible, and that the information it contains is consistent. The visa represents neither the approval of the worthiness of the operation nor the authentication of the financial and accounting information presented.

This prospectus will be made available to employees of the EEA subsidiaries of Symantec Corporation based in countries in which offerings under the plans listed above are considered public offerings, subject to the applicable legislation in each country, at their respective head offices of their employers. In addition, this prospectus along with summary translations will be posted on Symantec Corporation's intranet and free copies will be available to the employees upon request by contracting the human resources departments of their employers.

NOTE TO THE PROSPECTUS

This prospectus, which contains material information concerning Symantec Corporation, was established pursuant to articles 211-1 to 216-1 of the AMF General Regulation. Pursuant to Article 25 of Commission Regulation (EC) No 809/2004 of 29 April 2004 (the “Prospectus Regulation”), this prospectus is composed of the following parts in the following order:

- (1) a table of contents,
- (2) the summary provided for in Article 5(2) of Directive 2003/71/EC Chapters A through C constitute the prospectus summary,
- (3) the risk factors linked to the issuer and the type of security covered by the issue, and
- (4) excerpts from Annexes I and III of the Prospectus Regulation which, by application of Articles 3, 4, and 6 of the Prospectus Regulation and question 71 of the Committee of European Securities Regulators (“CESR”) Q&A,¹ are required for this offering of equity securities to employees of Symantec Corporation and its affiliates.

This prospectus contains in Chapter E supplemental information concerning Symantec Corporation, the Symantec Corporation 2008 Employee Stock Purchase Plan and the Symantec Corporation 2004 Equity Incentive Plan, as amended, as the following documents (Exhibits):

- Symantec Corporation 2008 Employee Stock Purchase Plan;
- Symantec Corporation 2004 Equity Incentive Plan, as amended;
- Current Report on Form 8-K furnished by Symantec Corporation to the U.S. Securities and Exchange Commission (the “SEC”) on May 5, 2010; and
- Current Report on Form 8-K filed by Symantec Corporation with the SEC on May 24, 2010.

¹ Frequently asked questions regarding prospectuses: Common positions agreed upon by CESR Members, 10th Updated Version – December 2009 (CESR/09-1148).

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COMPANY REPRESENTATIVE FOR PROSPECTUS

- 1.1 James A. Beer, Executive Vice President and Chief Financial Officer, acting for and on behalf of Symantec Corporation.
- 1.2 To my knowledge, after having taken all reasonable measures for this purpose, the information contained in this prospectus fairly reflects the current situation and no material omission has been made.
- 1.3 Symantec Corporation has obtained a letter from its independent registered public accounting firm in relation to this prospectus. The independent registered public accounting firm has, in accordance with the professional standards and interpretations applicable to it in the United States of America pursuant to Statement of Auditing Standards No. 8, *Other Information in Documents Containing Audited Financial Statements*, read the information pertaining to the financial condition and consolidated financial statements of Symantec Corporation contained in this prospectus and read the prospectus.

/s/ James A. Beer
James A. Beer
Executive Vice President and Chief Financial
Officer of Symantec Corporation

Mountain View, California, June 23, 2010

NOTE TO THE PROSPECTUS SUMMARY

VISA NUMBER 10-199 DATED JUNE 24, 2010 OF THE AMF

Note to the reader

This summary should be read as an introduction to the prospectus. Any decision to invest in the securities should be based on consideration of the prospectus as a whole by the investor. Where a claim relating to the information contained in a prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States of the European Community or States party to the European Economic Area Agreement, have to bear the costs of translating the prospectus before the legal proceedings are initiated. Civil liability attaches to those persons who have presented the summary including any translation thereof, and applied for its notification, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the prospectus.

CHAPTER A:
SYMANTEC CORPORATION 2008 EMPLOYEE STOCK PURCHASE PLAN
AND SYMANTEC CORPORATION 2004 EQUITY INCENTIVE PLAN, AS AMENDED

Symantec Corporation ("Symantec" or the "Company"), a Delaware corporation with its headquarters at 350 Ellis Street, Mountain View, California 94043, U.S.A., has decided to offer eligible employees of Symantec and certain of its participating subsidiaries and affiliates ("Participating Companies") the right to purchase Symantec common stock having a par value of \$0.01 per share ("Shares") through (i) the grant of stock purchase rights under the Symantec Corporation 2008 Employee Stock Purchase Plan (the "ESPP"), and/or (ii) the grant of stock options and restricted stock units under the Symantec Corporation 2004 Equity Incentive Plan, as amended (the "2004 Plan," and together with the ESPP, the "Plans"). The Shares are listed on the NASDAQ Global Select Market (the "Nasdaq Market") under the symbol "SYMC." In this prospectus, the terms "we," "us," or "our" mean Symantec Corporation and its subsidiaries.

The offering of the Plans may be considered a public offering of securities pursuant to Directive 2003/71/EC of the European Parliament and of the European Council of 4 November 2003 (the "Prospectus Directive") in the following EEA countries, subject to its applicable legislation: Estonia, France, Germany, Ireland, Italy and the United Kingdom. The offering of the Plans may also be made in the following EEA countries: Austria, Belgium, Czech Republic, Denmark, Finland, Greece, Hungary, Luxembourg, the Netherlands, Norway, Poland, Portugal, Spain and Sweden. However, such offering is not considered a public offering of securities and/or the obligation to publish a prospectus does not apply to the offering under the legislation implementing the Prospectus Directive in such countries. The total amount of the offering of the Plans in the EEA is more than €2.5 million over a 12-month period.

This prospectus will be made available to employees of the subsidiaries of Symantec based in the above-named countries where the offering of the Plans may be considered a public offering of securities at the respective head offices of their employers.

For purposes of this prospectus, all terms not defined shall have the meaning set forth in the respective plan.

I. THE ESPP

An employee who is employed by Symantec or a Participating Company on the third business day before the beginning of an Offering Period (as defined below) shall be eligible to participate in the offering under the ESPP, provided that the employee does not own 5% or more of the total combined voting power or value of all classes of stock of Symantec or any of its subsidiaries (an "eligible employee").

The ESPP enables eligible employees of Symantec and its Participating Companies to purchase Shares at a discount from the market price of the Shares and to pay for such Shares through payroll deductions. The ESPP is administered by Symantec's Board of Directors (the "Board") or a committee designated by the Board (the "Committee").

The ESPP operates with consecutive six-month offering periods ("Offering Periods"). Offering Periods begin on February 16 and August 16 of each year and end on the next August 15 and February 15, respectively. Shares are purchased on the last business day of each Offering Period (the "Purchase Date").

Eligible employees who wish to participate in the ESPP must submit to Symantec a subscription agreement (the "Subscription") authorizing their employer to make payroll deductions in 1% percent increments from a minimum of 2% to a maximum of 10% of their compensation (as defined in Section 2.3

of Chapter E), to be used for participation in the ESPP. Provided that the Subscription is submitted to Symantec on or before the third business day before the first day of an Offering Period (the "Offering Date"), employees (the "Participating Employees") will then be enrolled in the ESPP on the Offering Date. For example, an eligible employee who wishes to participate in the Offering Period beginning August 16, 2010, should submit a Subscription to Symantec on or before August 11, 2010. There is no charge to Participating Employees for the acquisition or holding of the Shares under the ESPP. Commissions related to the sale of Shares are described in Section 4.3 of Chapter E below.

On the Purchase Date, the accumulated payroll deductions are used to purchase Shares for each Participating Employee. The purchase price is 85% of the fair market value per Share on the Purchase Date. Fair market value, generally, means the closing sales price on the Purchase Date of Shares as reported on the Nasdaq Market, unless otherwise determined by the Board, in its discretion.

No employee may purchase Shares under the ESPP having a fair market value as of the Offering Date of more than US\$25,000 per calendar year. Further, no Participating Employee may purchase on a single Purchase Date more than 10,000 Shares (the "Maximum Share Amount"), subject to changes by the Board, in its discretion as set forth in Chapter E, Section 1.2 below.

Participating Employees do not have to complete a new Subscription for each Offering Period; their election to participate will be valid until they withdraw from the ESPP or are no longer eligible to participate. A Participating Employee may withdraw from participation in the ESPP by completing and delivering to Symantec's Stock Administration Department a withdrawal notice 15 days prior to the end of an Offering Period or a shorter period as may be determined by the Board in the future. A Participating Employee may increase or decrease the level of payroll deductions for any subsequent Offering Period by filing a new Subscription with Symantec's Stock Administration Department no later than the 15th day of the month before the beginning of such Offering Period. During an Offer Period, a Participating Employee may decrease (but not increase) the level of payroll deductions by filing a new Subscription at any time.

The stock purchase rights and accumulated payroll deductions may not be assigned or transferred in any way (other than by will or the laws of descent and distribution) by Participating Employees.

As of April 2, 2010, there were approximately 16,000,000 Shares available for issuance under the ESPP on a worldwide basis (out of a maximum of 20,000,000 Shares available under the ESPP). Based on the assumptions set out in Section 6.1 of Chapter E of this prospectus, during the next twelve months, a maximum of 9,222,172 Shares will be offered to approximately 2,714 eligible employees in Estonia, France, Germany, Ireland, Italy and the United Kingdom. Such Shares can be either treasury shares or newly issued shares, at Symantec's sole discretion. The ESPP is a separate employee equity plan from, and is offered independently of, the 2004 Plan.

II. THE 2004 PLAN

Under the 2004 Plan, eligible employees, officers, directors, consultants, independent contractors and advisors of Symantec and Participating Companies may be granted equity awards, including stock options ("Options") and restricted stock units ("RSUs" and collectively with Options, "Awards"). Under the 2004 Plan, the Board or Committee will select, in its sole discretion, persons eligible to receive Awards (the "Grantees") and will decide the terms of the Awards, which shall be set forth in an award agreement distributed to each Grantee.

Generally, Awards may not be transferred by Grantees except by will or the laws of descent and distribution and may be exercised or purchased during a Grantee's lifetime only by the Grantee or his or her legal representative. If a Grantee ceases to provide services to Symantec or a Participating Company, the Grantee may forfeit unvested Awards and may have a certain period of time after termination of employment to exercise vested Options, as will be set forth in the Award agreement.

Options provide the Grantee the right to purchase Shares at a price determined on the date of grant and specified in the Award agreement, subject to certain vesting restrictions. The exercise price shall in no event be less than 100% of the fair market value of a Share on the date of grant. Options granted under the Plan will vest over a period of four years; however, the Committee, in its discretion, may impose a shorter or longer vesting period.

RSUs represent a right to receive a specified number of Shares (or the cash equivalent) at a future date, subject to certain time- or performance-based restrictions. The Grantee has no shareholder rights prior to issuance of the Shares, but may be entitled to receive dividend equivalents, in the Committee's discretion.

As of April 2, 2010, there were approximately 59,000,000 Shares available for issuance under the 2004 Plan on a worldwide basis (out of a maximum of 132,000,000 Shares available under the 2004 Plan). Such Shares can be either treasury shares or newly issued shares, at Symantec's sole discretion.

FOR A COMPLETE DESCRIPTION OF THE ESPP AND THE 2004 PLAN, THE READER IS ENCOURAGED TO REVIEW THE PLANS ATTACHED IN EXHIBITS I AND II OF THIS PROSPECTUS.

CHAPTER B: ORGANIZATION AND ACTIVITIES CONCERNING SYMANTEC CORPORATION

I. GENERAL DESCRIPTION OF SYMANTEC

Symantec is a global provider of security, storage, and systems management solutions that help businesses and consumers secure and manage their information. Symantec conducts its business in three geographic regions: Americas, which is comprised of the United States, Canada, and Latin America; Europe, the Middle East and Africa (“EMEA”); and Asia Pacific Japan (“APJ”). Symantec’s go-to-market network includes direct, inside, and channel sales resources that support its ecosystem of more than 40,000 partners worldwide. Symantec also maintains various distribution and services relationships with original equipment manufacturers (“OEMs”), Internet service providers (“ISPs”), and retail and online stores. Symantec provides customers with software and services that protect, manage, and control information risks related to security, backup and recovery, storage, compliance, and systems management.

As of April 2, 2010, Symantec operated in five operating segments:

- Symantec’s Consumer segment focuses on delivering its Internet security, PC tune-up, and backup products to individual users and home offices.
- Symantec’s Security and Compliance segment focuses on providing large, medium, and small-sized businesses with solutions for endpoint security and management, compliance, messaging management, and data loss prevention solutions. These products allow its customers to secure, provision, and remotely access their laptops, PCs, mobile devices, and servers. Symantec also provides its customers with services delivered through its Software-as-a-Service (“SaaS”) security offerings.
- Symantec’s Storage and Server Management segment focuses on providing large, medium, and small-sized businesses with storage and server management, backup, archiving, and data protection solutions across heterogeneous storage and server platforms, as well as services delivered through its SaaS offerings.
- Symantec’s Services segment provides customers with implementation services and solutions designed to assist them in maximizing the value of their Symantec software. Symantec’s offerings include consulting, business critical services, education, and managed security services.
- Symantec’s Other segment is comprised of sunset products and products nearing the end of their life cycle. It also includes general and administrative expenses; amortization of acquired product rights, intangible assets, and other assets; goodwill impairment charges; charges such as stock-based compensation and restructuring; and certain indirect costs that are not charged to the other operating segments. Symantec’s provision for income taxes, loss from joint venture, and non-operating items, such as interest income and interest expense, are also allocated to this segment.

The following table presents a summary of Symantec’s operating segments.

	<u>Consumer</u>	<u>Security and Compliance</u>	<u>Storage and Server Management</u>	<u>Services</u>	<u>Other</u>	<u>Total Company</u>
	(\$ in millions)					
Fiscal 2010						
Net revenue	\$ 1,871	\$ 1,411	\$ 2,287	\$ 416	\$ –	\$ 5,985
Percentage of total net revenue.....	31%	24%	38%	7%	0%	100%
Operating income (loss).....	860	371	1,097	42	(1,437)	933
Fiscal 2009						
Net revenue	\$ 1,773	\$ 1,450	\$ 2,493	\$ 433	\$ 1	\$ 6,150
Percentage of total net revenue.....	29%	24%	40%	7%	0%	100%
Operating income (loss).....	948	440	1,081	33	(8,972)	(6,470)
Fiscal 2008						
Net revenue	\$ 1,746	\$ 1,442	\$ 2,303	\$ 381	\$ 2	\$ 5,874
Percentage of total net revenue.....	30%	25%	39%	6%	0%	100%
Operating income (loss).....	939	419	720	(23)	(1,453)	602

* Percentage not meaningful.

II. GENERAL INFORMATION CONCERNING SYMANTEC'S SHARE CAPITAL

As of April 2, 2010, Symantec was authorized to issue 3,000,000,000 Shares and 1,000,000 shares of preferred stock, par value \$0.01 per share. As of April 30, 2010, there were 798,888,671 Shares outstanding, and no shares of preferred stock issued or outstanding.

The following table shows beneficial owners known to Symantec holding more than 5% of its Shares as of December 31, 2009. None of the beneficial owners known to Symantec to hold more than 5% of its Shares have different voting rights.

<u>Name and Address of Beneficial Owner</u>	<u>Amount and Nature of Beneficial Ownership</u>	<u>Percent of Class</u>
Entities associated with Axa Financial, Inc. 1290 Avenue of the Americas New York, New York 10104, U.S.A.	53,888,290 ²	6.6%
BlackRock, Inc. 40 East 52 nd Street New York, NY 10022, U.S.A.	44,500,769 ³	5.49%

III. RISK FACTORS

Set forth below are summaries of certain of the risks, uncertainties and other factors that may affect Symantec's future results. The full description of these and other risk factors is included in Chapter D of this prospectus. The risk factors set forth below should be read in conjunction with the other risk factors in Chapter D.

- Adverse global economic events may harm Symantec's business, operating results and financial condition.

² Based on the information provided by Axa Financial, Inc. and its affiliates in a Schedule 13G filed with the SEC on February 12, 2010.

³ Based on the information provided by BlackRock, Inc. in a Schedule 13G filed with the SEC on January 29, 2010.

- If Symantec is unable to develop new and enhanced products and services that achieve widespread market acceptance, or if Symantec is unable to continually improve the performance, features, and reliability of its existing products and services or adapt its business model to keep pace with industry trends, its business and operating results could be adversely affected.
- Symantec operates in a highly competitive environment, and its competitors may gain market share in the markets for its products that could adversely affect its business and cause its revenues to decline.
- If Symantec fails to manage its sales and distribution channels effectively or if its partners choose not to market and sell its products to their customers, its operating results could be adversely affected.
- Symantec has grown, and may continue to grow, through acquisitions that give rise to risks and challenges that could adversely affect its future financial results.
- Symantec has not historically maintained substantial levels of indebtedness, and its financial condition and results of operations could be adversely affected if Symantec does not effectively manage its liabilities.
- Symantec's international operations involve risks that could increase its expenses, adversely affect its operating results, and require increased time and attention of its management.
- If Symantec does not protect its proprietary information and prevent third parties from making unauthorized use of its products and technology, its financial results could be harmed.

IV. RECENT DEVELOPMENTS

On May 5, 2010, Symantec reported the results of its fiscal fourth quarter and the fiscal year 2010, ended April 2, 2010. Generally Accepted Accounting Principles in the United States of America ("US GAAP") revenue for the fiscal fourth quarter was \$1.531 billion. For the fiscal year, US GAAP revenue was \$5.99 billion.

US GAAP operating margin for the fourth quarter of fiscal year 2010 was 16.1 percent. US GAAP net income for the fiscal fourth quarter was \$184 million compared with a net loss of \$264 million for the same quarter last year. US GAAP diluted earnings per share were \$0.23 compared with a loss per share of \$0.32 for the same quarter last year. The US GAAP net loss for the year-ago quarter includes a non-cash goodwill impairment charge of \$413 million.

For the fiscal year 2010, Symantec reported US GAAP operating income of \$933 million compared with an operating loss of \$6.5 billion for fiscal 2009. US GAAP net income for fiscal year 2010 was \$714 million compared with a net loss of \$6.8 billion for fiscal year 2009. US GAAP diluted earnings per share for the year was \$0.87 compared with a diluted loss per share of \$8.17 for the fiscal year 2009. The US GAAP net loss for fiscal year 2009 includes a non-cash goodwill impairment charge of \$7.4 billion. No non-cash goodwill impairment was recorded for fiscal year 2010. For further information, see Exhibit III.

On May 19, 2010, Symantec announced that it has signed a definitive agreement to acquire VeriSign's identity and authentication business, which includes the Secure Sockets Layer (SSL) Certificate Services, the Public Key Infrastructure (PKI) Services, the VeriSign Trust Services and the VeriSign Identity Protection (VIP) Authentication Service. Under the terms of the agreement, Symantec will purchase the specific assets from VeriSign, including the majority stake in VeriSign Japan, for a purchase price of approximately \$1.28 billion in cash. The agreement is subject to customary closing conditions, including regulatory approvals, and is expected to close in the quarter ended October 1, 2010. For further information, see Exhibit IV.

V. DOCUMENTS ON DISPLAY

Symantec's Internet address is www.symantec.com. Symantec makes available free of charge on its website its annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act") as soon as reasonably practicable after Symantec electronically files such material with, or furnishes it to, the SEC. The SEC also maintains a website at www.sec.gov that contains reports, proxy and information statements, and other information regarding issuers, such as Symantec, that file electronically with the SEC.

Symantec's Annual Report on Form 10-K for the fiscal year ended April 2, 2010, filed with the SEC on May 24, 2010 ("Symantec's Form 10-K") and Symantec's Definitive Proxy Statement, filed with the SEC on July 31, 2009 ("Symantec's Proxy Statement"), referred to in this prospectus, may be obtained free of charge upon request by an employee.

Symantec expects to issue after market close in or around late July 2010, its earnings release for the quarter ended July 2, 2010. The quarterly report on Form 10-Q for such quarter will be filed with the SEC no later than August 11, 2010. These documents will be available on the websites of Symantec and the SEC indicated above.

**CHAPTER C:
FINANCIAL INFORMATION CONCERNING SYMANTEC CORPORATION
FOR THE FISCAL YEARS ENDED APRIL 2, 2010, APRIL 3, 2009 AND MARCH 28, 2008**

The selected financial data of Symantec set out in this prospectus have been derived in part from Symantec's consolidated financial statements prepared in accordance with US GAAP and should be read in conjunction with Management's Discussion and Analysis of Financial Condition and Results of Operations and Symantec's consolidated financial statements and notes thereto appearing respectively on pages 28 – 50 and 62 – 106 of Symantec's Form 10-K.

**SELECTED THREE-YEAR FINANCIAL DATA
(In millions, except per share data)**

	Fiscal Year Ended ^(a, b)		
	2010 ^(c)	2009	2008
Consolidated Statements of Operations Data:			
Net revenue	\$ 5,985	\$ 6,150	\$ 5,874
Operating income (loss) ^(d)	933	(6,470)	602
Net income (loss) ^(d)	\$ 714	\$ (6,786)	\$ 410
Net income (loss) per share — basic ^(d)	\$ 0.88	\$ (8.17)	\$ 0.47
Net income (loss) per share — diluted ^(d)	\$ 0.87	\$ (8.17)	\$ 0.46
Shares used to compute earnings per share — basic	810	831	868
Shares used to compute earnings per share — diluted	819	831	884
Consolidated Balance Sheet Data:			
Cash and cash equivalents	3,029	1,793	1,890
Total assets ^(d)	11,232	10,638	18,085
Convertible Senior Notes ^(e)	1,871	1,766	1,669
Other long-term liabilities ^(f)	50	90	106
Stockholders' equity	\$ 4,548	\$ 4,147	\$ 11,229

(a) – (f) See Notes (a) - (f) on pages 52 – 53 of Chapter E.

CHAPTER D: RISK FACTORS

I. RISKS RELATED TO SYMANTEC'S BUSINESS AND INDUSTRY

A description of the risk factors associated with our business is set forth below. The list is not exhaustive and you should carefully consider these risks and uncertainties before investing in our Shares.

Adverse global economic events may harm our business, operating results and financial condition.

Adverse macroeconomic conditions could negatively affect our business, operating results or financial condition under a number of different scenarios. During challenging economic times and periods of high unemployment, current or potential customers may delay or forgo decisions to license new products or additional instances of existing products, upgrade their existing hardware or operating environments (which upgrades are often a catalyst for new purchases of our software), or purchase services. Customers may also have difficulties in obtaining the requisite third-party financing to complete the purchase of our products and services. An adverse macroeconomic environment could also subject us to increased credit risk should customers be unable to pay us, or delay paying us, for previously purchased products and services. Accordingly, reserves for doubtful accounts and write-offs of accounts receivable may increase. In addition, weakness in the market for end users of our products could harm the cash flow of our distributors and resellers who could then delay paying their obligations to us or experience other financial difficulties. This would further increase our credit risk exposure and, potentially, cause delays in our recognition of revenue on sales to these customers.

In addition, financial institution difficulties may make it more difficult either to utilize our existing debt capacity or otherwise obtain financing for our operations, investing activities (including potential acquisitions) or financing activities. Specific economic trends, such as declines in the demand for PCs, servers, and other computing devices, or softness in corporate information technology spending, could have an even more direct, and harmful, impact on our business.

Fluctuations in demand for our products and services are driven by many factors, and a decrease in demand for our products could adversely affect our financial results.

We are subject to fluctuations in demand for our products and services due to a variety of factors, including general economic conditions, competition, product obsolescence, technological change, shifts in buying patterns, financial difficulties and budget constraints of our current and potential customers, levels of broadband usage, awareness of security threats to IT systems, and other factors. While such factors may, in some periods, increase product sales, fluctuations in demand can also negatively impact our product sales. If demand for our products declines because of general economic conditions or for other reasons, our revenues and gross margin could be adversely affected.

If we are unable to develop new and enhanced products and services that achieve widespread market acceptance, or if we are unable to continually improve the performance, features, and reliability of our existing products and services or adapt our business model to keep pace with industry trends, our business and operating results could be adversely affected.

Our future success depends on our ability to respond to the rapidly changing needs of our customers by developing or introducing new products, product upgrades, and services on a timely basis. We have in the past incurred, and will continue to incur, significant research and development expenses as we strive to remain competitive. New product development and introduction involves a significant commitment of time and resources and is subject to a number of risks and challenges including:

- Managing the length of the development cycle for new products and product enhancements, which has frequently been longer than we originally expected.
- Adapting to emerging and evolving industry standards and to technological developments by our competitors and customers.
- Extending the operation of our products and services to new and evolving platforms, operating systems and hardware products, such as netbooks.
- Entering into new or unproven markets with which we have limited experience.
- Managing new product and service strategies, including integrating our various security and storage technologies, management solutions, customer service, and support into unified enterprise security and storage solutions.
- Incorporating acquired products and technologies.
- Addressing trade compliance issues affecting our ability to ship new or acquired products.
- Developing or expanding efficient sales channels.
- Obtaining sufficient licenses to technology and technical access from operating system software vendors on reasonable terms to enable the development and deployment of interoperable products, including source code licenses for certain products with deep technical integration into operating systems.

In addition, if we cannot adapt our business models to keep pace with industry trends, our revenue could be negatively impacted. In connection with our enterprise software offerings, we license our applications on a variety of bases, such as per server, per processor, or based on performance criteria such as per amount of data processed or stored. If enterprises continue to migrate towards solutions, such as virtualization, which allow enterprises to run multiple applications and operating systems on a single server and thereby reduce the number of servers they are required to own and operate, we may experience lower license revenues unless we are able to successfully change our enterprise licensing model or sell additional software to take into account the impact of these new solutions.

If we are not successful in managing these risks and challenges, or if our new products, product upgrades, and services are not technologically competitive or do not achieve market acceptance, our business and operating results could be adversely affected.

We operate in a highly competitive environment, and our competitors may gain market share in the markets for our products that could adversely affect our business and cause our revenues to decline.

We operate in intensely competitive markets that experience rapid technological developments, changes in industry standards, changes in customer requirements, and frequent new product introductions and improvements. If we are unable to anticipate or react to these competitive challenges or if existing or new competitors gain market share in any of our markets, our competitive position could weaken and we could experience a drop in revenue that could adversely affect our business and operating results. To compete successfully, we must maintain a successful research and development effort to develop new products and services and enhance existing products and services, effectively adapt to changes in the technology or product rights held by our competitors, appropriately respond to competitive strategies, and effectively adapt to technological changes and changes in the ways that our information is accessed, used, and stored within our enterprise and consumer markets. If we are unsuccessful in responding to our competitors or to changing technological and customer demands, we could experience a negative effect on our competitive position and our financial results.

Our traditional competitors include independent software vendors that offer software products that directly compete with our product offerings. In addition to competing with these vendors directly for sales to end-users of our products, we compete with them for the opportunity to have our products bundled with the product offerings of our strategic partners such as computer hardware OEMs and ISPs. Our competitors could gain market share from us if any of these strategic partners replace our products with the products of our competitors or if they more actively promote our competitors' products than our products. In addition, software vendors who have bundled our products with theirs may choose to bundle their software with their own or other vendors' software or may limit our access to standard product interfaces and inhibit our ability to develop products for their platform.

We face growing competition from network equipment and computer hardware manufacturers and large operating system providers. These firms are increasingly developing and incorporating into their products data protection and storage and server management software that competes at some levels with our product offerings. Our competitive position could be adversely affected to the extent that our customers perceive the functionality incorporated into these products as replacing the need for our products.

Security protection is also offered by some of our competitors at prices lower than our prices or, in some cases is bundled for free. Some companies offer the lower-priced or free security products within their computer hardware or software products that are inferior to our products. Our competitive position could be adversely affected to the extent that our customers perceive these security products as replacing the need for more effective, full featured products such as those that we provide. The expansion of these competitive trends could have a significant negative impact on our sales and financial results.

Another growing industry trend is the SaaS business model, where software vendors develop and host their applications for use by customers over the Internet. This allows enterprises to obtain the benefits of commercially licensed, internally operated software without the associated complexity or high initial set-up and operational costs. Advances in the SaaS business model could enable the growth of our competitors and could affect the success of our traditional software licensing models. We are offering our own SaaS offerings, including those related to our fiscal 2009 acquisition of Message Labs, and we continue to incorporate these offerings into our licensing model. However, we may not be able to successfully incorporate our SaaS offerings into our current licensing models. Our inability to successfully develop and market new and existing SaaS product offerings could cause us to lose business to competitors.

Many of our competitors have greater financial, technical, sales, marketing, or other resources than we do and consequently may have the ability to influence customers to purchase their products instead of ours. We also face competition from many smaller companies that specialize in particular segments of the markets in which we compete.

If we fail to manage our sales and distribution channels effectively or if our partners choose not to market and sell our products to their customers, our operating results could be adversely affected.

We sell our products to customers around the world through multi-tiered sales and distribution networks. Sales through these different channels involve distinct risks, including the following:

Direct Sales. A significant portion of our revenues from enterprise products is derived from sales by our direct sales force to end-users. Special risks associated with this sales channel include:

- Longer sales cycles associated with direct sales efforts.
- Difficulty in hiring, retaining, and motivating our direct sales force.
- Substantial amounts of training for sales representatives to become productive, including regular updates to cover new and revised products.

Indirect Sales Channels. A significant portion of our revenues is derived from sales through indirect channels, including distributors that sell our products to end-users and other resellers. This channel involves a number of risks, including:

- Our lack of control over the timing of delivery of our products to end-users.
- Our resellers and distributors are not subject to minimum sales requirements or any obligation to market our products to their customers.
- Our reseller and distributor agreements are generally nonexclusive and may be terminated at any time without cause.
- Our resellers and distributors frequently market and distribute competing products and may, from time to time, place greater emphasis on the sale of these products due to pricing, promotions, and other terms offered by our competitors.
- Recent consolidation of electronics retailers has increased their negotiating power with respect to hardware and software providers.

OEM Sales Channels. A significant portion of our revenues is derived from sales through our OEM partners that incorporate our products into, or bundle our products with, their products. Our reliance on this sales channel involves many risks, including:

- Our lack of control over the shipping dates or volume of systems shipped.
- Our OEM partners are generally not subject to minimum sales requirements or any obligation to market our products to their customers.
- Our OEM partners may terminate or renegotiate their arrangements with us and new terms may be less favorable due, among other things, to an increasingly competitive relationship with certain partners.
- Sales through our OEM partners are subject to changes in general economic conditions, strategic direction, competitive risks, and other issues that could result in a reduction of OEM sales.
- The development work that we must generally undertake under our agreements with our OEM partners may require us to invest significant resources and incur significant costs with little or no associated revenues.
- The time and expense required for the sales and marketing organizations of our OEM partners to become familiar with our products may make it more difficult to introduce those products to the market.
- Our OEM partners may develop, market, and distribute their own products and market and distribute products of our competitors, which could reduce our sales.
- In many cases we must incur up-front costs to access the OEM channel, particularly in the consumer market, and we may not recoup those up-front costs if customers do not ultimately activate and purchase our products.

If we fail to manage our sales and distribution channels successfully, these channels may conflict with one another or otherwise fail to perform as we anticipate, which could reduce our sales and increase our expenses as well as weaken our competitive position. Some of our distribution partners have experienced financial difficulties in the past, and if our partners suffer financial difficulties in the future because of

general economic conditions or for other reasons, these partners may delay paying their obligations to us and we may have reduced sales or increased bad debt expense that could adversely affect our operating results. In addition, reliance on multiple channels subjects us to events that could cause unpredictability in demand, which could increase the risk that we may be unable to plan effectively for the future, and could result in adverse operating results in future periods.

We have grown, and may continue to grow, through acquisitions that give rise to risks and challenges that could adversely affect our future financial results.

We have in the past acquired, and we expect to acquire in the future, other businesses, business units, and technologies. Acquisitions can involve a number of special risks and challenges, including:

- Complexity, time, and costs associated with the integration of acquired business operations, workforce, products, and technologies into our existing business, sales force, employee base, product lines, and technology.
- Diversion of management time and attention from our existing business and other business opportunities.
- Loss or termination of employees, including costs associated with the termination or replacement of those employees.
- Assumption of debt or other liabilities of the acquired business, including litigation related to the acquired business.
- The addition of acquisition-related debt as well as increased expenses and working capital requirements.
- Dilution of stock ownership of existing stockholders.
- Increased costs and efforts in connection with compliance with Section 404 of the Sarbanes-Oxley Act.
- Substantial accounting charges for restructuring and related expenses, write-off of in-process research and development, impairment of goodwill, amortization of intangible assets, and stock-based compensation expense, such as the \$7.4 billion goodwill write-down we recorded during fiscal 2009.

Integrating acquired businesses has been and will continue to be a complex, time consuming, and expensive process, and can impact the effectiveness of our internal control over financial reporting.

If integration of our acquired businesses is not successful, we may not realize the potential benefits of an acquisition or suffer other adverse effects that we currently do not foresee. To integrate acquired businesses, we must implement our technology systems in the acquired operations and integrate and manage the personnel of the acquired operations. We also must effectively integrate the different cultures of acquired business organizations into our own in a way that aligns various interests, and may need to enter new markets in which we have no or limited experience and where competitors in such markets have stronger market positions.

Any of the foregoing, and other factors, could harm our ability to achieve anticipated levels of profitability from acquired businesses or to realize other anticipated benefits of acquisitions. In addition, because acquisitions of high technology companies are inherently risky, no assurance can be given that our previous or future acquisitions will be successful and will not adversely affect our business, operating results, or financial condition.

We have not historically maintained substantial levels of indebtedness, and our financial condition and results of operations could be adversely affected if we do not effectively manage our liabilities.

In June 2006, we sold \$2.1 billion in aggregate principal amount of convertible senior notes. As a result of the sale of the notes, we have a substantially greater amount of long-term debt than we maintained prior to that sale. In addition, we have entered into a credit facility with a borrowing capacity of \$1 billion. As of April 2, 2010, we had no borrowings under our credit facility. From time to time in the future, we may also incur indebtedness in addition to the amount available under our credit facility. Our maintenance of substantial levels of debt could adversely affect our flexibility to take advantage of certain corporate opportunities and could adversely affect our financial condition and results of operations. Of our outstanding convertible notes, \$1.1 billion matures and is repayable in June 2011 and the balance is due in June 2013. We may be required to use all or a substantial portion of our cash balance to repay these notes on maturity unless we can obtain new financing.

Our international operations involve risks that could increase our expenses, adversely affect our operating results, and require increased time and attention of our management.

We derive a substantial portion of our revenues from customers located outside of the U.S. and we have significant operations outside of the U.S., including engineering, sales, customer support, and production. We plan to expand our international operations, but such expansion is contingent upon the financial performance of our existing international operations as well as our identification of growth opportunities. Our international operations are subject to risks in addition to those faced by our domestic operations, including:

- Potential loss of proprietary information due to misappropriation or laws that may be less protective of our intellectual property rights than U.S. laws or may not be adequately enforced.
- Requirements of foreign laws and other governmental controls, including trade and labor restrictions and related laws that reduce the flexibility of our business operations.
- Regulations or restrictions on the use, import, or export of encryption technologies that could delay or prevent the acceptance and use of encryption products and public networks for secure communications.
- Central bank and other restrictions on our ability to repatriate cash from our international subsidiaries or to exchange cash in international subsidiaries into cash available for use in the U.S.
- Fluctuations in currency exchange rates and economic instability such as higher interest rates in the U.S. and inflation that could reduce our customers' ability to obtain financing for software products or that could make our products more expensive or could increase our costs of doing business in certain countries.
- Limitations on future growth or inability to maintain current levels of revenues from international sales if we do not invest sufficiently in our international operations.
- Longer payment cycles for sales in foreign countries and difficulties in collecting accounts receivable.
- Difficulties in staffing, managing, and operating our international operations, including difficulties related to administering our stock plans in some foreign countries.
- Difficulties in coordinating the activities of our geographically dispersed and culturally diverse operations.

- Seasonal reductions in business activity in the summer months in Europe and in other periods in other countries.
- Reduced sales due to the failure to obtain any required export approval of our technologies, particularly our encryption technologies.
- Costs and delays associated with developing software and providing support in multiple languages.
- Political unrest, war, or terrorism, particularly in areas in which we have facilities.

A significant portion of our transactions outside of the U.S. are denominated in foreign currencies. Accordingly, our revenues and expenses will continue to be subject to fluctuations in foreign currency rates. We expect to be affected by fluctuations in foreign currency rates in the future, especially if international sales continue to grow as a percentage of our total sales or our operations outside the United States continue to increase.

The level of corporate tax from sales to our non-U.S. customers is less than the level of tax from sales to our U.S. customers. This benefit is contingent upon existing tax regulations in the U.S. and in the countries in which our international operations are located. Future changes in domestic or international tax regulations could adversely affect our ability to continue to realize these tax benefits.

Our products are complex and operate in a wide variety of computer configurations, which could result in errors or product failures.

Because we offer very complex products, undetected errors, failures, or bugs may occur, especially when products are first introduced or when new versions are released. Our products are often installed and used in large-scale computing environments with different operating systems, system management software, and equipment and networking configurations, which may cause errors or failures in our products or may expose undetected errors, failures, or bugs in our products. Our customers' computing environments are often characterized by a wide variety of standard and non-standard configurations that make pre-release testing for programming or compatibility errors very difficult and time-consuming. In addition, despite testing by us and others, errors, failures, or bugs may not be found in new products or releases until after commencement of commercial shipments. In the past, we have discovered software errors, failures, and bugs in certain of our product offerings after their introduction and, in some cases, may have experienced delayed or lost revenues as a result of these errors.

Errors, failures, or bugs in products released by us could result in negative publicity, damage to our brand, product returns, loss of or delay in market acceptance of our products, loss of competitive position, or claims by customers or others. Many of our end-user customers use our products in applications that are critical to their businesses and may have a greater sensitivity to defects in our products than to defects in other, less critical, software products. In addition, if an actual or perceived breach of information integrity or availability occurs in one of our end-user customer's systems, regardless of whether the breach is attributable to our products, the market perception of the effectiveness of our products could be harmed. Alleviating any of these problems could require significant expenditures of our capital and other resources and could cause interruptions, delays, or cessation of our product licensing, which could cause us to lose existing or potential customers and could adversely affect our operating results.

If we are unable to attract and retain qualified employees, lose key personnel, fail to integrate replacement personnel successfully, or fail to manage our employee base effectively, we may be unable to develop new and enhanced products and services, effectively manage or expand our business, or increase our revenues.

Our future success depends upon our ability to recruit and retain our key management, technical, sales, marketing, finance, and other critical personnel. Our officers and other key personnel are employees-at-will, and we cannot assure you that we will be able to retain them. Competition for people with the specific

skills that we require is significant. In order to attract and retain personnel in a competitive marketplace, we believe that we must provide a competitive compensation package, including cash and equity-based compensation. The volatility in our stock price may from time to time adversely affect our ability to recruit or retain employees. In addition, we may be unable to obtain required stockholder approvals of future increases in the number of shares available for issuance under our equity compensation plans, and accounting rules require us to treat the issuance of employee stock options and other forms of equity-based compensation as compensation expense. As a result, we may decide to issue fewer equity-based incentives and may be impaired in our efforts to attract and retain necessary personnel. If we are unable to hire and retain qualified employees, or conversely, if we fail to manage employee performance or reduce staffing levels when required by market conditions, our business and operating results could be adversely affected.

From time to time, key personnel leave our company. While we strive to reduce the negative impact of such changes, the loss of any key employee could result in significant disruptions to our operations, including adversely affecting the timeliness of product releases, the successful implementation and completion of company initiatives, the effectiveness of our disclosure controls and procedures and our internal control over financial reporting, and the results of our operations. In addition, hiring, training, and successfully integrating replacement sales and other personnel could be time consuming, may cause additional disruptions to our operations, and may be unsuccessful, which could negatively impact future revenues.

From time to time we are a party to class action lawsuits, which often require significant management time and attention and result in significant legal expenses, and which could, if not determined favorably, negatively impact our business, financial condition, results of operations, and cash flows.

We have been named as a party to class action lawsuits, and we may be named in additional litigation. The expense of defending such litigation may be costly and divert management's attention from the day-to-day operations of our business, which could adversely affect our business, results of operations, and cash flows. In addition, an unfavorable outcome in such litigation could negatively impact our business, results of operations, and cash flows.

Third parties claiming that we infringe their proprietary rights could cause us to incur significant legal expenses and prevent us from selling our products.

From time to time, we receive claims that we have infringed the intellectual property rights of others, including claims regarding patents, copyrights, and trademarks. In addition, former employers of our former, current, or future employees may assert claims that such employees have improperly disclosed to us the confidential or proprietary information of these former employers. Any such claim, with or without merit, could result in costly litigation and distract management from day-to-day operations. If we are not successful in defending such claims, we could be required to stop selling, delay shipments of, or redesign our products, pay monetary amounts as damages, enter into royalty or licensing arrangements, or satisfy indemnification obligations that we have with some of our customers. We cannot assure you that any royalty or licensing arrangements that we may seek in such circumstances will be available to us on commercially reasonable terms or at all.

In addition, we license and use software from third parties in our business. These third party software licenses may not continue to be available to us on acceptable terms or at all, and may expose us to additional liability. This liability, or our inability to use any of this third party software, could result in shipment delays or other disruptions in our business that could materially and adversely affect our operating results.

If we do not protect our proprietary information and prevent third parties from making unauthorized use of our products and technology, our financial results could be harmed.

Most of our software and underlying technology is proprietary. We seek to protect our proprietary rights through a combination of confidentiality agreements and procedures and through copyright, patent, trademark, and trade secret laws. However, all of these measures afford only limited protection and may be challenged, invalidated, or circumvented by third parties. Third parties may copy all or portions of our products or otherwise obtain, use, distribute, and sell our proprietary information without authorization. Third parties may also develop similar or superior technology independently by designing around our patents. Our shrink-wrap license agreements are not signed by licensees and therefore may be unenforceable under the laws of some jurisdictions. Furthermore, the laws of some foreign countries do not offer the same level of protection of our proprietary rights as the laws of the U.S., and we may be subject to unauthorized use of our products in those countries. The unauthorized copying or use of our products or proprietary information could result in reduced sales of our products. Any legal action to protect proprietary information that we may bring or be engaged in with a strategic partner or vendor could adversely affect our ability to access software, operating system, and hardware platforms of such partner or vendor, or cause such partner or vendor to choose not to offer our products to their customers. In addition, any legal action to protect proprietary information that we may bring or be engaged in, alone or through our alliances with the Business Software Alliance ("BSA"), or the Software & Information Industry Association ("SIIA"), could be costly, may distract management from day-to-day operations, and may lead to additional claims against us, which could adversely affect our operating results.

Some of our products contain "open source" software, and any failure to comply with the terms of one or more of these open source licenses could negatively affect our business.

Certain of our products are distributed with software licensed by its authors or other third parties under so-called "open source" licenses, which may include, by way of example, the GNU General Public License ("GPL"), GNU Lesser General Public License ("LGPL"), the Mozilla Public License, the BSD License, and the Apache License. Some of these licenses contain requirements that we make available source code for modifications or derivative works we create based upon the open source software, and that we license such modifications or derivative works under the terms of a particular open source license or other license granting third parties certain rights of further use. By the terms of certain open source licenses, we could be required to release the source code of our proprietary software if we combine our proprietary software with open source software in a certain manner. In addition to risks related to license requirements, usage of open source software can lead to greater risks than use of third party commercial software, as open source licensors generally do not provide warranties or controls on origin of the software. We have established processes to help alleviate these risks, including a review process for screening requests from our development organizations for the use of open source, but we cannot be sure that all open source is submitted for approval prior to use in our products. In addition, many of the risks associated with usage of open source cannot be eliminated, and could, if not properly addressed, negatively affect our business.

Our software products and website may be subject to intentional disruption that could adversely impact our reputation and future sales.

Although we believe we have sufficient controls in place to prevent intentional disruptions, we expect to be an ongoing target of attacks specifically designed to impede the performance of our products and harm our reputation as a company. Similarly, experienced computer programmers may attempt to penetrate our network security or the security of our website and misappropriate proprietary information and/or cause interruptions of our services. Because the techniques used by such computer programmers to access or sabotage networks change frequently and may not be recognized until launched against a target, we may be unable to anticipate these techniques. The theft and/or unauthorized use or publication of our trade secrets and other confidential business information as a result of such an event could adversely affect our competitive position, reputation, brand and future sales of our products, and our customers may assert claims against us related to resulting losses of confidential or proprietary

information. Our business could be subject to significant disruption, and we could suffer monetary and other losses and reputational harm, in the event of such incidents and claims.

Increased customer demands on our technical support services may adversely affect our relationships with our customers and our financial results.

We offer technical support services with many of our products. We may be unable to respond quickly enough to accommodate short-term increases in customer demand for support services. We also may be unable to modify the format of our support services to compete with changes in support services provided by competitors or successfully integrate support for our customers. Further customer demand for these services, without corresponding revenues, could increase costs and adversely affect our operating results.

We have outsourced a substantial portion of our worldwide consumer support functions to third party service providers. If these companies experience financial difficulties, do not maintain sufficiently skilled workers and resources to satisfy our contracts, or otherwise fail to perform at a sufficient level under these contracts, the level of support services to our customers may be significantly disrupted, which could materially harm our relationships with these customers.

Accounting charges may cause fluctuations in our quarterly financial results.

Our financial results have been in the past, and may continue to be in the future, materially affected by non-cash and other accounting charges, including:

- Amortization of intangible assets, including acquired product rights.
- Impairment of goodwill.
- Stock-based compensation expense.
- Restructuring charges.
- Impairment of long-lived assets.
- Loss on sale of a business and similar write-downs of assets held for sale.

For example, during fiscal 2009, we recorded a non-cash goodwill impairment charge of \$7.4 billion, resulting in a significant net loss for the year. Goodwill is evaluated annually for impairment in the fourth quarter of each fiscal year or more frequently if events and circumstances warrant as we determined they did in the third quarter of fiscal 2009, and our evaluation depends to a large degree on estimates and assumptions made by our management. Our assessment of any impairment of goodwill is based on a comparison of the fair value of each of our reporting units to the carrying value of that reporting unit. Our determination of fair value relies on management's assumptions of our future revenues, operating costs, and other relevant factors. If management's estimates of future operating results change, or if there are changes to other key assumptions such as the discount rate applied to future operating results, the estimate of the fair value of our reporting units could change significantly, which could result in a goodwill impairment charge. In addition, we evaluate our other long-lived assets, including intangible assets whenever events or circumstances occur which indicate that the value of these assets might be impaired. If we determine that impairment has occurred, we could incur an impairment charge against the value of these assets.

The foregoing types of accounting charges may also be incurred in connection with or as a result of other business acquisitions. The price of our common stock could decline to the extent that our financial results are materially affected by the foregoing accounting charges.

Our effective tax rate may increase, which could increase our income tax expense and reduce (increase) our net income (loss).

Our effective tax rate could be adversely affected by several factors, many of which are outside of our control, including:

- Changes in the relative proportions of revenues and income before taxes in the various jurisdictions in which we operate that have differing statutory tax rates.
- Changing tax laws, regulations, and interpretations in multiple jurisdictions in which we operate as well as the requirements of certain tax rulings.
- The tax effects of purchase accounting for acquisitions and restructuring charges that may cause fluctuations between reporting periods.
- Tax assessments, or any related tax interest or penalties, could significantly affect our income tax expense for the period in which the settlements take place.

The price of our common stock could decline if our financial results are materially affected by an adverse change in our effective tax rate.

We report our results of operations based on our determinations of the amount of taxes owed in the various tax jurisdictions in which we operate. From time to time, we receive notices that a tax authority in a particular jurisdiction in which we are subject to taxes has determined that we owe a greater amount of tax than we have reported to such authority. We are regularly engaged in discussions and sometimes disputes with these tax authorities. We are engaged in disputes of this nature at this time. If the ultimate determination of our taxes owed in any of these jurisdictions is for an amount in excess of the tax provision we have recorded or reserved for, our operating results, cash flows, and financial condition could be adversely affected.

Fluctuations in our quarterly financial results have affected the price of our common stock in the past and could affect our stock price in the future.

Our quarterly financial results have fluctuated in the past and are likely to vary significantly in the future due to a number of factors, many of which are outside of our control and which could adversely affect our operations and operating results. If our quarterly financial results or our predictions of future financial results fail to meet the expectations of securities analysts and investors, our stock price could be negatively affected. Any volatility in our quarterly financial results may make it more difficult for us to raise capital in the future or pursue acquisitions that involve issuances of our stock. Our operating results for prior periods may not be effective predictors of our future performance.

Factors associated with our industry, the operation of our business, and the markets for our products may cause our quarterly financial results to fluctuate, including:

- Reduced demand for any of our products.
- Entry of new competition into our markets.
- Competitive pricing pressure for one or more of our classes of products.
- Our ability to timely complete the release of new or enhanced versions of our products.
- Fluctuations in foreign currency exchange rates.
- The number, severity, and timing of threat outbreaks (e.g. worms and viruses).

- Our resellers making a substantial portion of their purchases near the end of each quarter.
- Enterprise customers' tendency to negotiate site licenses near the end of each quarter.
- Cancellation, deferral, or limitation of orders by customers.
- Movement in interest rates.
- The rate of adoption of new product technologies and new releases of operating systems.
- Weakness or uncertainty in general economic or industry conditions in any of the multiple markets in which we operate that could reduce customer demand and ability to pay for our products and services.
- Political and military instability, which could slow spending within our target markets, delay sales cycles, and otherwise adversely affect our ability to generate revenues and operate effectively.
- Budgetary constraints of customers, which are influenced by corporate earnings and government budget cycles and spending objectives.
- Disruptions in our business operations or target markets caused by, among other things, earthquakes, floods, or other natural disasters affecting our headquarters located in Silicon Valley, California, an area known for seismic activity, or our other locations worldwide.
- Acts of war or terrorism.
- Intentional disruptions by third parties.
- Health or similar issues, such as a pandemic.

Any of the foregoing factors could cause the trading price of our common stock to fluctuate significantly.

Our stock price may be volatile in the future, and you could lose the value of your investment.

The market price of our common stock has experienced significant fluctuations in the past and may continue to fluctuate in the future, and as a result you could lose the value of your investment. The market price of our common stock may be affected by a number of factors, including:

- Announcements of quarterly operating results and revenue and earnings forecasts by us that fail to meet or be consistent with our earlier projections or the expectations of our investors or securities analysts.
- Announcements by either our competitors or customers that fail to meet or be consistent with their earlier projections or the expectations of our investors or securities analysts.
- Rumors, announcements, or press articles regarding our competitors' operations, management, organization, financial condition, or financial statements.
- Changes in revenue and earnings estimates by us, our investors, or securities analysts.
- Accounting charges, including charges relating to the impairment of goodwill.
- Announcements of planned acquisitions or dispositions by us or by our competitors.

- Announcements of new or planned products by us, our competitors, or our customers.
- Gain or loss of a significant customer.
- Inquiries by the SEC, NASDAQ, law enforcement, or other regulatory bodies.
- Acts of terrorism, the threat of war, and other crises or emergency situations.
- Economic slowdowns or the perception of an oncoming economic slowdown in any of the major markets in which we operate.

The stock market in general, and the market prices of stocks of technology companies in particular, have experienced extreme price volatility that has adversely affected, and may continue to adversely affect, the market price of our common stock for reasons unrelated to our business or operating results.

II. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to various market risks related to fluctuations in interest rates, foreign currency exchange rates, and equity prices. We may use derivative financial instruments to mitigate certain risks in accordance with our investment and foreign exchange policies. We do not use derivatives or other financial instruments for trading or speculative purposes.

Interest Rate Risk

Our exposure to interest rate risk relates primarily to our short-term investment portfolio and the potential losses arising from changes in interest rates. Our investment objective is to achieve the maximum return compatible with capital preservation and our liquidity requirements. Our strategy is to invest our cash in a manner that preserves capital, maintains sufficient liquidity to meet our cash requirements, maximizes yields consistent with approved credit risk, and limits inappropriate concentrations of investment by sector, credit, or issuer. We classify our cash equivalents and short-term investments in accordance with the authoritative guidance on investments. We consider investments in instruments purchased with an original maturity of 90 days or less to be cash equivalents. We classify our short-term investments as available-for-sale. Short-term investments consist of marketable debt or equity securities with original maturities in excess of 90 days. Our cash equivalents and short-term investment portfolios consist primarily of money market funds, commercial paper, corporate debt securities, and U.S. government and government-sponsored debt securities. Our short-term investments do not include equity investments in privately held companies. Our short-term investments are reported at fair value with unrealized gains and losses, net of tax, included in Accumulated other comprehensive income within Stockholders' equity in the Consolidated Balance Sheets. The amortization of premiums and discounts on the investments, realized gains and losses, and declines in value judged to be other-than-temporary on available-for-sale securities are included in Other income, net in the Consolidated Statements of Operations. We use the specific identification method to determine cost in calculating realized gains and losses upon sale of short-term investments.

The following table presents the fair value and hypothetical changes in fair values on short-term investments sensitive to changes in interest rates (*in millions*):

	Value of Securities Given an Interest Rate Increase of X Basis Points (bps)			Fair Value As of	Value of Securities Given an Interest Rate Decrease of X Basis Points (bps)	
	150 bps	100 bps	50 bps		(25 bps)	(75 bps)
April 2, 2010	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	*
April 3, 2009	\$ 680	\$ 680	\$ 680	\$ 680	\$ 681	\$ 681

* Amount not meaningful.

The modeling technique used above measures the change in fair market value arising from selected potential changes in interest rates. Market changes reflect immediate hypothetical parallel shifts in the yield curve of plus 150 bps, plus 100 bps, plus 50 bps, minus 25 bps, and minus 75 bps.

Foreign Currency Exchange Rate Risk

We conduct business in 44 currencies through our worldwide operations and, as such, we are exposed to foreign currency risk. Foreign currency risks are associated with our cash and cash equivalents, investments, receivables, and payables denominated in foreign currencies. Fluctuations in exchange rates will result in foreign exchange gains and losses on these foreign currency assets and liabilities and are included in Other income, net. Our objective in managing foreign exchange activity is to preserve stockholder value by minimizing the risk of foreign currency exchange rate changes. Our strategy is to primarily utilize forward contracts to hedge foreign currency exposures. Under our program, gains and losses in our foreign currency exposures are offset by losses and gains on our forward contracts. Our forward contracts generally have terms of one to six months. At the end of the reporting period, open contracts are marked-to-market with unrealized gains and losses included in Other income, net.

The following table presents a sensitivity analysis on our foreign forward exchange contract portfolio using a statistical model to estimate the potential gain or loss in fair value that could arise from hypothetical appreciation or depreciation of foreign currency (*in millions*):

Foreign Forward Exchange Contracts	Value of Contracts Given X% Appreciation of Foreign Currency		Notional Amount	Value of Contracts Given X% Depreciation of Foreign Currency	
	10%	5%		(5)%	(10)%
Purchased, April 2, 2010	\$ 217	\$ 209	\$ 199	\$ 189	\$ 177
Sold, April 2, 2010	\$ 236	\$ 248	\$ 260	\$ 274	\$ 289
Purchased, April 3, 2009	\$ 264	\$ 252	\$ 240	\$ 228	\$ 216
Sold, April 3, 2009	\$ 320	\$ 337	\$ 355	\$ 373	\$ 391

Equity Price Risk

In June 2006, we issued \$1.1 billion principal amount of 0.75% Convertible Senior Notes due 2011 and \$1.0 billion of 1.00% Convertible Senior Notes due 2013. Holders may convert their Senior Notes prior to maturity upon the occurrence of certain circumstances. Upon conversion, we would pay the holder the cash value of the applicable number of Shares, up to the principal amount of the note. Amounts in excess of the principal amount, if any, may be paid in cash or in stock at our option. Concurrent with the issuance of the Senior Notes, we entered into convertible note hedge transactions and separately, warrant transactions, to reduce the potential dilution from the conversion of the Senior Notes and to mitigate any negative effect such conversion may have on the price of our Shares.

For business and strategic purposes, we also hold equity interests in several privately held companies, many of which can be considered to be in the start-up or development stages. These investments are inherently risky and we could lose a substantial part or our entire investment in these companies. These investments are recorded at cost and classified as Other long-term assets in the Consolidated Balance Sheets. As of April 2, 2010, these investments had an aggregate carrying value of \$22 million.

**CHAPTER E:
SUPPLEMENTAL INFORMATION CONCERNING
THE SYMANTEC CORPORATION 2008 EMPLOYEE STOCK PURCHASE PLAN
AND THE SYMANTEC CORPORATION 2004 EQUITY INCENTIVE PLAN**

I. THE OUTLINE

1.1 Purpose of ESPP

The purpose of the ESPP is to provide employees of Symantec and its Participating Companies with a convenient means to acquire, at a discount to market value, an equity interest in Symantec through payroll deductions, to enhance such employees' sense of participation in the affairs of Symantec and its Participating Companies, and to provide an incentive for continued employment.

1.2 Shares Offered under the ESPP

As of April 2, 2010, a total of approximately 16,000,000 Shares currently are available for issuance under the ESPP, representing approximately 2% of the 798,888,671 Shares outstanding as of April 30, 2010. Such number is subject to adjustments effected in accordance with the ESPP. Each Share has a par value of \$0.01.

Enrollment by an eligible employee in the ESPP with respect to an Offering Period will constitute the grant (as of the Offering Date) by Symantec to such employee of an option to purchase on the Purchase Date up to that number of Shares of the Company determined by dividing the amount accumulated in such Participating Employee's payroll deduction account during such Purchase Period by eighty-five percent (85%) of the fair market value of a Share on the Purchase Date.

All Participating Employees in the aggregate can purchase no more than the number of Shares available for issuance under the ESPP on a Purchase Date (if such maximum would be exceeded, Symantec will make a pro rata allocation of the remaining Shares in as uniform a manner as shall be practicable and as the Board shall determine to be equitable). No Participating Employee may purchase Shares under the ESPP at a rate which, when aggregated with his or her rights to purchase stock under all other employee stock purchase plans of Symantec or any subsidiary, exceeds \$25,000 in fair market value, determined as of the Offering Date (or such other limit as may be imposed by the U.S. Internal Revenue Code) for each calendar year in which the employee participates in the ESPP. Fair market value of a Share is determined as provided in Section 1.4 below.

No Participating Employee may purchase on a single Purchase Date more than the Maximum Share Amount, provided that the Board may, prior to the commencement of an Offering Period, change the Maximum Share Amount. If a new Maximum Share Amount is set, then all Participating Employees must be notified of such Maximum Share Amount not less than fifteen days prior to the commencement of the next Purchase Period. If a new Maximum Share Amount is set, it shall continue to apply in respect of all succeeding Purchase Dates and Purchase Periods unless revised by the Board.

If an employee is precluded from participating due to the above restrictions, the Participating Employee's payroll deductions will immediately be discontinued and shall resume at the beginning of the next Offering Period.

Subject to any required action by the stockholders of Symantec, the number of Shares covered by each option under the ESPP which has not yet been exercised, the Maximum Share Amount, and the number of Shares which have been authorized for issuance under the ESPP but have not yet been placed under option (collectively, the "Reserves"), as well as the price per Share covered by each option under the

ESPP which has not yet been exercised, shall be proportionately adjusted for any increase or decrease in the number of issued and outstanding Shares resulting from a stock split or the payment of a stock dividend (but only on Symantec common stock) or any other increase or decrease in the number of issued and outstanding Shares effected without receipt of any consideration by Symantec; provided, however, that conversion of any convertible securities of Symantec shall not be deemed to have been "effected without receipt of consideration." Such adjustment shall be made by the Board, whose determination shall be final, binding and conclusive. Except as expressly provided in the ESPP, no issue by Symantec of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of Shares subject to an option.

The Board may increase the number of Shares that may be issued under the ESPP subject to stockholder approval.

1.3 Purchase Period

Each Offering Period of the ESPP shall be of six (6) months duration commencing August 16 and February 16 of each year and ending no later than the next February 15 and August 15, respectively. Each Offering Period consists of a single purchase period (the "Purchase Period") during which payroll deductions of the Participating Employees are accumulated under the ESPP. The last business day of each Purchase Period is the Purchase Date.

The Board has the power to change the duration of Offering Periods or Purchase Periods without stockholder approval. Further, the Board may adopt other Offering Periods in addition to those described above, which will be subject to any specific terms and conditions that the Board in its sole discretion determines, including requirements with respect to the length of each Offering Period and Purchase Period, whether there is more than one Purchase Period in an Offering Period, eligibility for participation and the formula for calculating the price at which Shares may be purchased during such Offering Period. Unless expressly set forth to the contrary in the resolutions adopting such other Offering Period, employees permitted to participate in such Offering Period shall be ineligible to participate in any other Offering Period while such Offering Period is in existence.

1.4 Purchase Price

The purchase price per Share at which a Share will be sold in any Offering Period shall be eighty-five percent (85%) of the fair market value on the Purchase Date.

For purposes of the ESPP, the term "fair market value" on a given date generally shall mean the closing price of a Share on the date of determination as reported on the Nasdaq Market.

1.5 Purchase of Shares

On each Purchase Date, Symantec will apply the funds then in the Participating Employee's account to the purchase of whole Shares reserved under the option granted to such Participating Employee with respect to the Offering Period to the extent that such option is exercisable on the Purchase Date at the purchase price in effect (as defined in Section 1.4 above) for the Participating Employee on that Purchase Date, provided the ESPP remains in effect and further provided that the Participating Employee has not timely submitted a signed and completed withdrawal form. Any cash remaining in a Participating Employee's account after such purchase of Shares will be refunded to such Participating Employee in cash; provided, however that any amount remaining in such Participating Employee's account on a Purchase Date which is less than the amount necessary to purchase a full Share will be carried forward, without interest, unless local law requires the payment of interest, into the next Purchase Period or Offering Period, as the case may be. In the event that the ESPP has been oversubscribed, all funds not used to purchase Shares on the Purchase Date will be returned to the Participating Employee. No

Shares will be purchased on a Purchase Date on behalf of any employee whose participation in the ESPP has terminated prior to such Purchase Date.

1.6 Term of the ESPP

The ESPP will continue until the earlier to occur of (a) termination by the Board (which termination may be effected by the Board at any time), (b) issuance of all of the Shares reserved for issuance under the ESPP, or (c) September 22, 2018.

1.7 Termination or Amendment of the ESPP

The Board may at any time amend or terminate the ESPP, except that any such termination cannot affect options previously granted under the ESPP, nor may any amendment make any change in an option previously granted which would adversely affect the right of any Participating Employee, provided that if the Board determines that a change in applicable accounting rules or a change in applicable laws, renders an amendment or termination desirable, then the Board may approve such an amendment or termination. The Board may not amend the ESPP without approval of the stockholders of Symantec obtained in accordance with Section 24 of the ESPP if such amendment would: (a) increase the number of Shares that may be issued under the ESPP; or (b) change the designation of the employees (or class of employees) eligible for participation in the ESPP. Notwithstanding the foregoing, the Board may make such amendments to the ESPP as the Board determines to be advisable, if the continuation of the ESPP or any Offering Period would result in financial accounting treatment for the ESPP that is different from the financial accounting treatment in effect on the date the ESPP is adopted by the Board.

II. ELIGIBILITY

2.1 Eligible Employees

An employee of Symantec or its Participating Companies is eligible to participate in an Offering Period under the ESPP except the following:

- (a) employees who are not employed by Symantec or its Participating Companies on the third business day before the beginning of such Offering Period;
- (b) employees who are customarily employed for less than twenty (20) hours per week or less than five (5) months in a calendar year, unless otherwise prescribed by local law;
- (c) employees who own stock or hold options to purchase stock or who, as a result of being granted an option under the ESPP with respect to such Offering Period, would own stock or hold options consisting of five (5) percent or more of the total combined voting power or value of all classes of stock of Symantec or any of its subsidiaries;
- (d) individuals who provide services to Symantec or its Participating Companies as independent contractors who are reclassified as “common law employees” for any reason except for U.S. federal income and employment tax purposes.

2.2 Participation of Eligible Employees

Eligible employees may become participants in an Offering Period under the ESPP on the first Offering Date after satisfying the eligibility requirements by delivering a Subscription authorizing payroll deductions, to Symantec’s designated Stock Plan Administrator (the “Administrator”), which also may be the ESPP broker, not later than the third business day before such Offering Date, unless a later time for filing the Subscription is set by the Board for all eligible employees with respect to a given Offering Period. An eligible employee who does not deliver a Subscription to the Administrator by such date after

becoming eligible to participate in such Offering Period shall not participate in that Offering Period or any subsequent Offering Period unless such employee enrolls in the ESPP by filing a Subscription with the Administrator not later than the third business day preceding the Offering Date of a subsequent Offering Period. Once an employee becomes a participant in an Offering Period, such Participating Employee will automatically participate in the Offering Period commencing immediately following the last day of the prior Offering Period unless the Participating Employee withdraws or is deemed to withdraw from the ESPP or terminates further participation in the Offering Period as set forth in Paragraph 2.4 below. Such Participating Employee is not required to file any additional Subscription in order to continue participation in the ESPP.

2.3 Payroll Deductions

The purchase price of the Shares is accumulated by regular payroll deductions made during each Purchase Period. The deductions are made as a percentage of the Participating Employee's compensation in one percent (1%) increments not less than two percent (2%), nor greater than ten percent (10%). Payroll deductions will commence on the first payday of the Offering Period and shall continue to the end of the Offering Period unless sooner altered or terminated as provided in the ESPP. Compensation shall mean all compensation, including, but not limited to base salary, wages, commissions, overtime, shift premiums and bonuses, plus draws against commissions, but excluding amounts related to Company equity compensation.

A Participating Employee may lower (but not increase) the rate of payroll deductions during a Purchase Period by filing with the Administrator a new Subscription authorizing payroll deductions, in which case the new rate will become effective for the next payroll period commencing more than fifteen (15) days after the Administrator's receipt of the Subscription and will continue for the remainder of the Offering Period unless changed as described in the ESPP. Such change in the rate of payroll deductions may be made at any time during an Offering Period, but not more than one (1) change may be made effective during any Purchase Period. A Participating Employee may increase or lower the rate of payroll deductions for any subsequent Offering Period by filing with the Administrator a new Subscription authorizing payroll deductions not later than the first day of the month in which begins such Purchase Period.

All payroll deductions made for a Participating Employee are credited to his or her account under the ESPP and are deposited with the general funds of Symantec. No interest accrues on the payroll deductions. All payroll deductions received or held by Symantec may be used by Symantec for any corporate purpose, and Symantec will not be obligated to segregate such payroll deductions unless segregation of accounts is required by local law.

2.4 Discontinuance of Participation of Participating Employees

Each Participating Employee may withdraw from an Offering Period under the ESPP by signing and delivering to the Administrator a written notice to that effect on a form provided for such purpose. Such withdrawal may be elected at any time fifteen (15) days prior to the end of an Offering Period- or a shorter period of time as may be required by local law, as determined by the Board. Upon withdrawal from the ESPP, the accumulated payroll deductions will be returned to the withdrawn Participating Employee (without interest, unless required by applicable local law), and his or her interest in the ESPP will terminate. In the event a Participating Employee voluntarily elects to withdraw from the ESPP, he or she may not resume his or her participation in the ESPP during the same Offering Period, but he or she may participate in any Offering Period under the ESPP which commences on a date subsequent to such withdrawal by filing a new Subscription authorizing payroll deductions in the same manner as described above for initial participation in the ESPP.

2.5 Termination of Employment of Participating Employees

Termination of a Participating Employee's employment for any reason, including retirement, death or the failure of a Participating Employee to remain an eligible employee of Symantec or a Participating

Company, immediately terminates his or her participation in the ESPP. In such event, the payroll deductions credited to the Participating Employee's account will be returned to him or her or, in the case of his or her death, to his or her legal representative. For purposes of this Paragraph 2.5, an employee will not be deemed to have terminated employment or failed to remain in the continuous employ of Symantec or of a Participating Company in the case of sick leave, military leave, or any other leave of absence approved by the Board; provided that such leave is for a period of not more than ninety (90) days, unless reemployment upon the expiration of such leave is guaranteed by contract or statute.

III. DELIVERY AND SALE OF THE SHARES

As promptly as practicable after the Purchase Date, Symantec will arrange the delivery to each Participating Employee of a certificate representing the Shares purchased upon exercise of his or her purchase right; provided that the Board may deliver certificates to a broker or brokers that hold such certificate in street name for the benefit of each such Participating Employee.

During a Participating Employee's lifetime, his or her right to purchase Shares under the ESPP is exercisable only by him or her. The Participating Employee will have no interest or voting right in Shares covered by his or her option until such option has been exercised. Shares to be delivered to a Participating Employee under the ESPP will be registered in the name of the Participating Employee or in the name of the Participating Employee and his or her spouse.

IV. RIGHTS RELATED TO THE SHARES

4.1 Type and the Class of the Securities Being Offered, Including the Security Identification Code

As of April 2, 2010, Symantec was authorized to issue 3,000,000,000 Shares and 1,000,000 shares of preferred stock, par value \$0.01 per share. As of April 30, 2010, there were 798,888,671 Shares outstanding, and no shares of preferred stock issued or outstanding.

The Shares are listed on the Nasdaq Market under the symbol "SYMC". The CUSIP number for the Shares is 871503108.

4.2 Legislation Under Which the Securities Have Been Created

The Shares were created under the General Corporation Law of the State of Delaware (US) (the "DGCL"). Except as otherwise expressly required under the laws of a country, the ESPP and all rights thereunder shall be governed by and construed in accordance with the laws of the state of Delaware, United States of America.

4.3 Form of Securities, Name and Address of the Entity in Charge of Keeping the Records

In general, stockholders may hold Shares either in certificated or street name form. The records are kept by Symantec's transfer agent, Computershare. The address and telephone number of Computershare Company are:

Computershare
250 Royall Street
Canton, MA 02021, U.S.A.
+ 1 (781) 575-2879

The Company's designated ESPP broker is E*TRADE Securities LLC. The address and telephone number of E*TRADE Securities LLC are:

E*TRADE Securities
671 N. Glebe Road, 10th Floor
Arlington, VA 22203, U.S.A.
+ 1 (866) 789-0735

Participating Employees are informed of the number of Shares purchased via a "Confirmation of Purchase" statement sent by the Company through email. Also, dependent on the individual preferences in the Participating Employee's E*TRADE account – an email "SmartAlert" will be sent informing the Participating Employee that shares have been purchased. This feature is an opt-in or opt-out based on what the Participating Employee prefers.

Commission

There is no charge to Participating Employees for the acquisition or holding of the Shares under the ESPP. Commissions related to the sale of Shares are described below.

In addition, the SEC imposes a fee on the transfer of Shares. This fee is paid to the SEC at the time of sale and is required for all equity trades. Upon selling Shares, Participating Employees will be charged a fee equal to US\$0.0000169 multiplied by the total principal amount of the sale proceeds. Effective October 1, 2010, or 30 days after the date on which the SEC receives its fiscal year 2011 regular appropriation, whichever date comes later, the fee rate will increase from \$16.90 per million dollars to \$19.20 per million dollars.

4.4 Currency of the Securities Issue

The United States Dollar is the currency of the securities issue. Participating Employees assume the risk of any currency fluctuations at the time of (i) their contribution to the ESPP by payroll deductions and (ii) the selling of their Shares.

4.5 Rights Attached to the Securities

No Participating Employee shall have any voting, dividend, or other shareholder rights with respect to any offering under the ESPP until the Shares have been purchased and delivered to the Participating Employee as provided in Section III above. Following such purchase and delivery, the Participating Employee shall be entitled to the rights attached to the Shares, as further described below:

Dividend Rights. Dividend rights on the Shares are provided for in Symantec's Restated Certificate of Incorporation, subject to declaration by the Board. Under the DGCL and subject to preferences that may apply to shares of Symantec preferred stock outstanding at the time, the holders of outstanding Shares are entitled to receive dividends either (1) out of the surplus, or (2) in case there shall be no such surplus, out of the company's net profits for the fiscal year in which the dividend is declared and/or the preceding fiscal year as Symantec's Board may from time to time determine (see Section 170 DGCL). To date, Symantec has not paid any cash dividends. Symantec does not anticipate paying any cash dividends on its capital stock in the foreseeable future.

Voting Rights. Each holder of Shares is entitled to one vote for each Share held on all matters submitted to a vote of Symantec's stockholders (Article I, Section 1.7. of the Bylaws of Symantec Corporation). Unless otherwise provided in Symantec's Certificate of Incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders of Symantec may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of Symantec's outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted (Article I, Section 1.10. of the Bylaws of Symantec Corporation). Special meetings of stockholders of Symantec may be called only by the Chairman of the Board, the President or the Board Directors of (Article I, Section 1.2. of the Bylaws of Symantec Corporation).

On May 4, 2010, the Board approved an amendment, effective immediately, to Article II, Section 2.1 of the Company's Bylaws to provide that the directors are elected by a majority of the votes cast, except in the case of an election for directors in which there are one or more stockholder nominees, in which case a plurality standard shall govern.

An annual meeting of stockholders shall be held for the election of directors at such date, time and place, either within or without the State of Delaware, as the Board of Directors shall each year fix. Any other proper business may be transacted at the annual meeting.

Pursuant to Section 242 of the DGCL, after a corporation has received payment for any of its capital stock, it may amend its certificate of incorporation, from time to time, in any and as many respects as may be desired, so long as its certificate of incorporation as amended would contain only such provisions as it would be lawful and proper to insert in an original certificate of incorporation filed at the time of the filing of the amendment; and, if a change in stock or the rights of stockholders, or an exchange, reclassification, subdivision, combination or cancellation of stock or rights of stockholders is to be made, such provisions as may be necessary to effect such change, exchange, reclassification, subdivision, combination or cancellation. In particular, and without limitation upon such general power of amendment, a corporation may amend its certificate of incorporation, from time to time, so as:

- (1) To change its corporate name; or
- (2) To change, substitute, enlarge or diminish the nature of its business or its corporate powers and purposes; or
- (3) To increase or decrease its authorized capital stock or to reclassify the same, by changing the number, par value, designations, preferences, or relative, participating, optional, or other special rights of the shares, or the qualifications, limitations or restrictions of such rights, or by changing shares with par value into shares without par value, or shares without par value into shares with par value either with or without increasing or decreasing the number of shares, or by subdividing or combining the outstanding shares of any class or series of a class of shares into a greater or lesser number of outstanding shares; or
- (4) To cancel or otherwise affect the right of the holders of the shares of any class to receive dividends which have accrued but have not been declared; or
- (5) To create new classes of stock having rights and preferences either prior and superior or subordinate and inferior to the stock of any class then authorized, whether issued or unissued; or
- (6) To change the period of its duration.

Any or all such changes or alterations may be effected by one certificate of amendment.

The Board of Directors shall adopt a resolution setting forth the amendment proposed, declaring its advisability, and either calling a special meeting of the stockholders entitled to vote in respect thereof for the consideration of such amendment or directing that the amendment proposed be considered at the next annual meeting of the stockholders. Such special or annual meeting shall be called and held upon notice. The notice shall set forth such amendment in full or a brief summary of the changes to be effected thereby, as the directors shall deem advisable. At the meeting a vote of the stockholders entitled to vote thereon shall be taken for and against the proposed amendment. If a majority of the outstanding stock entitled to vote thereon, and a majority of the outstanding stock of each class entitled to vote thereon as a class has been voted in favor of the amendment, a certificate setting forth the amendment and certifying that such amendment has been duly adopted in accordance with Section 242 of the DGCL shall be executed, acknowledged and filed and shall become effective.

Right to Receive Liquidation Distributions. Upon a liquidation, dissolution or winding-up of Symantec, the assets legally available for distribution to stockholders are distributable ratably among the holders of the Shares outstanding at that time after payment of any liquidation preferences on any outstanding preferred stock.

No Preemptive, Redemptive or Conversions Provisions. The Shares are not entitled to preemptive rights and are not subject to conversion or redemption.

4.6 Transferability

The Shares in this offering under the ESPP are registered on a registration statement on Form S-8 with the SEC and are generally freely transferable.

The ESPP is intended to provide Shares for investment and not for resale. Symantec does not, however, intend to restrict or influence any Participating Employee in the conduct of his or her own affairs. A Participating Employee, therefore, may sell Shares purchased under the ESPP at any time he or she chooses, subject to compliance with any applicable securities laws. THE PARTICIPATING EMPLOYEE ASSUMES THE RISK OF ANY MARKET FLUCTUATIONS IN THE PRICE OF THE SHARES.

4.7 General Provisions Applying to Business Combinations

Symantec is subject to Section 203 of the DGCL, which, subject to certain exceptions, prohibits a Delaware corporation from engaging in any "business combination" with an "interested stockholder" for a period of three years following the time that such stockholder became an interested stockholder, unless:

- the board of directors of the corporation approves either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder, prior to the time the interested stockholder attained that status;
- upon the closing of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the number of shares outstanding those shares owned (i) by persons who are directors and also officers and (ii) by employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or
- at or subsequent to such time, the business combination is approved by the board of directors and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least two-thirds of the outstanding voting stock that is not owned by the interested stockholder.

With certain exceptions, an "interested stockholder" is a person or group who or which owns 15% or more of the corporation's outstanding voting stock (including any rights to acquire stock pursuant to an option, warrant, agreement, arrangement or understanding, or upon the exercise of conversion or exchange rights, and stock with respect to which the person has voting rights only), or is an affiliate or associate of the corporation and was the owner of 15% or more of such voting stock at any time within the previous three years.

In general, Section 203 defines a business combination to include:

- any merger or consolidation involving the corporation and the interested stockholder;
- any sale, transfer, pledge or other disposition of 10% or more of the assets of the corporation involving the interested stockholder;

- subject to certain exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder;
- any transaction involving the corporation that has the effect of increasing the proportionate share of the stock or any class or series of the corporation beneficially owned by the interested stockholder; or
- the receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges or other financial benefits provided by or through the corporation.

A Delaware corporation, such as Symantec, may “opt out” of this provision with an express provision in its original certificate of incorporation or an express provision in its certificate of incorporation or bylaws resulting from a stockholders’ amendment approved by at least a majority of the outstanding voting shares. However, Symantec has not “opted out” of this provision. Section 203 could prohibit or delay mergers or other takeover or change-in-control attempts and, accordingly, may discourage attempts to acquire Symantec.

Section 253 of the DGCL authorizes the board of directors of a Delaware corporation that owns 90% or more of each of the outstanding classes of stock of a subsidiary that are entitled to vote on a merger to merge the subsidiary into itself without any requirement for action to be taken by the board of directors of the subsidiary.

V. STATEMENT OF CAPITALIZATION AND INDEBTEDNESS AS OF APRIL 2, 2010

5.1 Capitalization and Indebtedness (in millions of US Dollars - consolidated)

Total Current debt	—
- Guaranteed	—
- Secured	—
- Unguaranteed / Unsecured	—
Total Non-Current debt (excluding current portion of long-term debt)	\$ 1,871
- Guaranteed	—
- Secured	—
- Unguaranteed / Unsecured	1,871
Stockholders’ equity	
a. Share Capital and Additional Paid-in Capital	8,998
b. Legal Reserve	—
c. Other Reserves	(4,450)
- Accumulated other comprehensive income	159
- Accumulated deficit	(4,609)
Total stockholders’ equity	\$ 4,548

5.2 Net Indebtedness (in millions of US Dollars - consolidated)

A.+B.	Cash and cash equivalents	\$	3,029
C.	Short-term investments		15
D.	Liquidity (A) + (B) + (C)	\$	3,044
E.	Current Financial Receivable		—
F.	Current Bank debt		—
G.	Current portion of non-current debt		—

H.	Other current financial debt		–
I.	Other Financial Debt (F) + (G) + (H)		–
J.	Net Current Financial Indebtedness (I) – (E) – (D)	\$	(3,044)
K.	Non-current Bank loans		–
L.	Bonds Issued		1,871
M.	Other non-current loans		–
N.	Non-current Financial Indebtedness (K) + (L) + (M)	\$	1,871
O.	Net Financial Indebtedness (J) + (N)	\$	(1,173)

5.3 Indirect and Contingent Indebtedness

Lease Commitments

We lease certain of our facilities and related equipment under operating leases that expire at various dates through 2029. We currently sublease some space under various operating leases that will expire on various dates through 2018. Some of our leases contain renewal options, escalation clauses, rent concessions, and leasehold improvement incentives. Rent expense was \$88 million, \$88 million, and \$87 million in fiscal 2010, 2009, and 2008, respectively.

As of April 2, 2010, our future commitments and sublease information under non-cancellable leases were as follows:

	Lease Commitment	Sublease Income (In millions)	Net Lease Commitment ⁽¹⁾
2011	\$ 90	\$ 4	\$ 86
2012	73	2	71
2013	60	2	58
2014	52	1	51
2015	35	1	34
Thereafter	82	1	81
	<u>\$ 392</u>	<u>\$ 11</u>	<u>\$ 381</u>

(1) The net lease commitment amount includes \$21 million related to facilities that are included in our restructuring reserve. For more information, see Note 8 on pages 90 – 92 of Symantec's Form 10-K.

Purchase Obligations

We have purchase obligations of \$421 million as of April 2, 2010 that are associated with agreements for purchases of goods or services. Management believes that cancellation of these contracts is unlikely and we expect to make future cash payments according to the contract terms.

Indemnification

As permitted under Delaware law, we have agreements whereby we indemnify our officers and directors for certain events or occurrences while the officer or director is, or was, serving at our request in such capacity. The maximum potential amount of future payments we could be required to make under these indemnification agreements is not limited; however, we have directors' and officers' insurance coverage that reduces our exposure and may enable us to recover a portion of any future amounts paid. We believe the estimated fair value of these indemnification agreements in excess of applicable insurance coverage is minimal.

We provide limited product warranties and the majority of our software license agreements contain provisions that indemnify licensees of our software from damages and costs resulting from claims alleging that our software infringes the intellectual property rights of a third party. Historically, payments made under these provisions have been immaterial. We monitor the conditions that are subject to indemnification to identify if a loss has occurred.

Litigation Contingencies

For a discussion of our pending tax litigation with the Internal Revenue Service relating to the 2000 and 2001 tax years of Veritas, see below.

On July 7, 2004, a purported class action complaint entitled Paul Kuck, et al. v. Veritas Software Corporation, et al. was filed in the United States District Court for the District of Delaware. The lawsuit alleges violations of federal securities laws in connection with Veritas' announcement on July 6, 2004 that it expected results of operations for the fiscal quarter ended June 30, 2004 to fall below earlier estimates. The complaint generally seeks an unspecified amount of damages. Subsequently, additional purported class action complaints have been filed in Delaware federal court, and, on March 3, 2005, the Court entered an order consolidating these actions and appointing lead plaintiffs and counsel. A consolidated amended complaint ("CAC"), was filed on May 27, 2005, expanding the class period from April 23, 2004 through July 6, 2004. The CAC also named another officer as a defendant and added allegations that Veritas and the named officers made false or misleading statements in press releases and SEC filings regarding the company's financial results, which allegedly contained revenue recognized from contracts that were unsigned or lacked essential terms. The defendants to this matter filed a motion to dismiss the CAC in July 2005; the motion was denied in May 2006. In April 2008, the parties filed a stipulation of settlement. On July 31, 2008, the Court held a final approval hearing and, on August 5, 2008, the Court entered an order approving the settlement. An objector to the fees portion of the settlement has lodged an appeal. In fiscal 2008, we recorded an accrual in the amount of \$21.5 million for this matter and, pursuant to the terms of the settlement, we established a settlement fund of \$21.5 million on May 1, 2008.

We are also involved in a number of other judicial and administrative proceedings that are incidental to our business. Although adverse decisions (or settlements) may occur in one or more of the cases, it is not possible to estimate the possible loss or losses from each of these cases. The final resolution of these lawsuits, individually or in the aggregate, is not expected to have a material adverse effect on our financial condition or results of operations.

Pending Tax Litigation with Internal Revenue Service

On May 27, 2009, the U.S. Court of Appeals for the Ninth Circuit overturned a 2005 U.S. Tax Court ruling in *Xilinx v. Commissioner*, holding that stock-based compensation related to research and development ("R&D") must be shared by the participants of a R&D cost sharing arrangement. The Ninth Circuit held that related parties to such an arrangement must share stock option costs, notwithstanding the U.S. Tax Court's finding that unrelated parties in such an arrangement would not share such costs. Symantec has a similar R&D cost sharing arrangement in place. The Ninth Circuit's reversal of the U.S. Tax Court's decision changed our estimate of stock option related tax benefits previously recognized under the authoritative guidance on income taxes. As a result of the Ninth Circuit's ruling, we increased our liability for unrecognized tax benefits, recording a tax expense of approximately \$7 million and a reduction of additional paid-in capital of approximately \$30 million in the first quarter of fiscal 2010. On January 13, 2010, the Ninth Circuit Court of Appeals withdrew its issued opinion. On March 22, 2010, the Ninth Circuit Court of Appeals issued a revised decision affirming the decision of the Tax Court. The Ninth Circuit's revised decision agreed with the Tax Court's finding that related companies are not required to share such costs. As a result of the Ninth Circuit's revised ruling, we released the liability established in the first quarter of fiscal 2010, which resulted in a \$7 million tax benefit and increase of additional paid-in capital of approximately \$30 million in the fourth quarter of fiscal 2010. For fiscal 2010, there was no net income tax expense impact.

On March 29, 2006, we received a Notice of Deficiency from the IRS claiming that we owe \$867 million of additional taxes, excluding interest and penalties, for the 2000 and 2001 tax years based on an audit of Veritas. On June 26, 2006, we filed a petition with the U.S. Tax Court protesting the IRS claim for such additional taxes. During July 2008, we completed the trial phase of the Tax Court case, which dealt with the remaining issue covered in the assessment. At trial, the IRS changed its position with respect to this remaining issue, which decreased the remaining amount at issue from \$832 million to \$545 million, excluding interest. We filed our post-trial briefs in October 2008 and rebuttal briefs in November 2008 with the U.S. Tax Court.

On December 10, 2009, the U.S. Tax Court issued its opinion, finding that our transfer pricing methodology, with appropriate adjustments, was the best method for assessing the value of the transaction at issue between Veritas and its offshore subsidiary. The Tax Court judge provided guidance as to how adjustments would be made to correct the application of the method used by Veritas. We remeasured and decreased our liability for unrecognized tax benefits accordingly, resulting in a \$78.5 million tax benefit in the third quarter of fiscal 2010. Final computations as directed by the Ruling are not complete and, accordingly, we may make further adjustments to our tax liability in the future. The Tax Court ruling is subject to appeal. We have \$110 million on deposit with the IRS pertaining to this matter.

On December 2, 2009, we received a Revenue Agent's Report from the IRS for the Veritas 2002 through 2005 tax years assessing additional taxes due. We agree with \$30 million of the tax assessment, excluding interest, but will contest the other \$80 million of tax assessed and all penalties. The unagreed issues concern transfer pricing matters comparable to the one that was resolved in our favor in the *Veritas v. Commissioner* Tax Court decision. On January 15, 2010, we filed a protest with the IRS in connection with the \$80 million of tax assessed.

In July 2008, we reached an agreement with the IRS concerning our eligibility to claim a lower tax rate on a distribution made from a Veritas foreign subsidiary prior to the July 2005 acquisition. The distribution was intended to be made pursuant to the American Jobs Creation Act of 2004, and therefore eligible for a 5.25% effective U.S. federal rate of tax, in lieu of the 35% statutory rate. The final impact of this agreement is not yet known since this relates to the taxability of earnings that are otherwise the subject of the tax years 2000-2001 transfer pricing dispute, which in turn is being addressed in the U.S. Tax Court. To the extent that we owe taxes as a result of the transfer pricing dispute, we anticipate that the incremental tax due from this negotiated agreement will decrease. We currently estimate that the most probable outcome from this negotiated agreement will be that we will owe \$13 million or less, for which an accrual has already been made. We made a payment of \$130 million to the IRS for this matter in May 2006. We applied \$110 million of this payment as a deposit on the outstanding transfer pricing matter for the tax years 2000-2004.

VI. MAXIMUM DILUTION AND NET PROCEEDS

6.1 Maximum Dilution

The Shares under the ESPP are offered pursuant to this prospectus to approximately 2,714 eligible employees in Estonia, France, Germany, Ireland, Italy and the United Kingdom. As indicated in Section 1.2 above, the maximum rate at which employees may purchase shares may not exceed \$25,000 of the fair market value of Shares (at the time of the Offering Date) per calendar year in which the right is outstanding. However, as noted above, there are other limitations on Share purchases, (such as the Maximum Share Amount) which may result in an employee not being able to purchase \$25,000 worth of Shares in a year.

Symantec's Offering Periods consist of the six-month periods commencing on February 16 and August 16 of each year. Assuming that (i) the Participating Employees did not participate in the February 2010 Offering Period; (ii) no other ESPP limitations are exceeded and (iii) the employees enroll in the Offering Period that begins in August 2010, each Participating Employee would be entitled to purchase a

maximum of 1,699 whole Shares in February 2011 for a maximum of \$21,084.59 in contributions per person. These amounts are based on a hypothetical Share price of \$14.71 on August 16, 2010 (the first business day of the Offering and Purchase Periods (based on the Share price on May 21, 2010) at which time the \$25,000 limit will be calculated), a hypothetical Share Price of 14.60 on February 15, 2011 (i.e. the last business day of the Offering Period which began on August 16, 2010, which was the closing Share price on June 3, 2010), and a hypothetical Purchase Price of \$12.41 (85% of \$14.60).

Participating Employees would also be able to purchase additional Shares during the next Offering Period (i.e., February 16, 2011 – August 15, 2011). Assuming that employees (i) do not participate in the August 2011 Offering Period; (ii) no other ESPP contribution limitations are exceeded; (iii) and that the hypothetical Share price on August 15, 2011 is also \$14.60 for a hypothetical Purchase Price of \$12.41, a Participating Employee would again be able to purchase a maximum of 1,699 whole Shares for a maximum of \$21,084.59. Assuming that all of the eligible employees would each purchase a total of 3,398 Shares in the Offering Periods beginning August 16, 2010 and February 16, 2011, the maximum number of Shares offered pursuant to this prospectus amounts to 9,222,172 Shares.

Based on the above assumptions, the holdings of a shareholder of Symantec currently holding 1% of the total outstanding share capital of Symantec as of April 30, 2010, i.e., 7,988,887 Shares, and who is not an eligible employee participating in the offer, would be diluted as indicated in the following table:

	Percentage of the total outstanding Shares	Total number of outstanding Shares
Before the offering (as of April 30, 2010)	1.00%	798,888,671
After issuance of 9,222,172 Shares under the ESPP	0.989%	808,110,843

6.2 Net Proceeds

Assuming, using the example above, that each of the approximately 2,714 eligible employees would purchase the maximum amount of Shares under the ESPP offered pursuant to this prospectus, that is, a total of \$42,169.18 each, then the gross proceeds of Symantec in connection with the offer under the ESPP pursuant to this prospectus would be \$114,447,154.52. After deducting legal and accounting expenses in connection with the offer, the net proceeds, based on the above assumptions, would be approximately \$114,347,154.52.

VII. DIRECTORS AND EXECUTIVE OFFICERS

7.1 Board of Directors as of June 1, 2010*

<u>Name</u>	<u>Age*</u>	<u>Principal Occupation</u>	<u>Director Since</u>
John W. Thompson	60	Chairman of the Board of Directors	1999
Stephen M. Bennett	56	Director	2010
Michael A. Brown	50	Director	2005
William T. Coleman	61	Founder, Former Chairman of the Board and Chief Executive Officer, Cassatt Corporation	2003
Frank E. Dangeard	51	Managing Partner, Harcourt	2007

<u>Name</u>	<u>Age*</u>	<u>Principal Occupation</u>	<u>Director Since</u>
Geraldine B. Laybourne	62	Founder and Former Chairman and Chief Executive Officer, Oxygen Media	2008
David L. Mahoney	55	Director	2003
Robert S. Miller	67	Executive Chairman, Delphi Corporation	1994
Enrique Salem	43	President and Chief Executive Officer	2009
Daniel H. Schulman	51	Chief Executive Officer, Virgin Mobile USA	2000
V. Paul Unruh	60	Director	2005

* Biographical information and ages as of July 3, 2009, except for Mr. Bennett (as of February 1, 2010).

Mr. Thompson has served as Chairman of the Board since April 1999. Before retiring in April 2009, Mr. Thompson served as our Chief Executive Officer from April 1999 to April 2009 and as President from April 1999 to January 2002. Mr. Thompson joined Symantec after 28 years at International Business Machines Corporation (“IBM”), a global information technology company, where he held senior executive positions in sales, marketing and software development. He last served as a general manager of IBM Americas and a member of the company’s Worldwide Management Council. Mr. Thompson is a member of the board of directors of Seagate Technology, Inc. and United Parcel Service, Inc.

Mr. Bennett, former President and Chief Executive Officer of Intuit, Inc., was appointed by the Board, on January 26, 2010, as an independent director of the Company, effective on February 8, 2010. Mr. Bennett joined Intuit after a 23-year career at General Electric, where he managed complex and diverse organizations from consumer appliances to financial services. During his career at GE, he held a variety of key management roles in numerous areas of the business, including GE Capital e-Business, GE Capital Vendor Financial Services, GE Electrical Distribution and Control, GE Appliances, GE Medical Systems and GE Supply. He currently serves on boards at Qualcomm and Sojern and is chairman of the board at Nemean Networks. In addition to his corporate and start-up board roles, he is Chairman of the Deans Advisory Board for the University of Wisconsin Business School. Bennett graduated from the University of Wisconsin with a bachelor’s degree in finance and real estate.

Mr. Brown was appointed to the Board in July 2005 following the acquisition of Veritas. Mr. Brown had served on the Veritas board of directors since 2003. Mr. Brown is currently the Chairman of Line 6, Inc., a provider of musical instruments, amplifiers and audio gear that incorporate digital signal processing. From 1984 until September 2002, Mr. Brown held various senior management positions at Quantum Corporation, a leader in computer storage products and most recently as Chief Executive Officer from 1995 to 2002 and Chairman of the Board from 1998 to 2003. Mr. Brown is a member of the board of directors of Quantum Corporation, Nektar Therapeutics and two private companies.

Mr. Coleman was appointed to the Board in January 2003. He was a founder, the Chairman of the Board and Chief Executive Officer of Cassatt Corporation, a provider of solutions to automate information technology operations, from August 2003 to June 2009. Previously Mr. Coleman was co-founder of BEA Systems, Inc., an enterprise application and service infrastructure software provider, where he served as Chairman of the Board from that company’s inception in 1995 until August 2002, Chief Strategy Officer from October 2001 to August 2002, and Chief Executive Officer from 1995 to October 2001. Mr. Coleman is a member of the board of directors of Palm, Inc.

Mr. Dangeard was appointed to the Board in January 2007. He has been the Managing Partner of Harcourt, an advisory and investment firm, since March 2008. Mr. Dangeard was Chairman and Chief Executive Officer of Thomson S.A., a provider of digital video technologies, solutions and services, from

September 2004 to February 2008. From September 2002 to September 2004, he was Senior Executive Vice President of France Telecom, a global telecommunications operator. From 1997 to 2002, Mr. Dangeard was Senior Executive Vice President of Thomson and Vice Chairman in 2000. Prior to joining Thomson, Mr. Dangeard was managing director of SG Warburg & Co. Ltd. from 1989 to 1997, and Chairman of SG Warburg France from 1995 to 1997. Prior to that, Mr. Dangeard was a lawyer with Sullivan & Cromwell LLP, in New York and London. Mr. Dangeard also serves on the boards of Moser Baer, Électricité de France and Sonaecom SGPA. He is also non-executive Chairman of Atari. He graduated from the École des Hautes Études Commerciales, the Paris Institut d'Études Politiques and from the Harvard Law School.

Ms. Laybourne was appointed to the Board in January 2008. She founded Oxygen Media in 1998 and served as its Chairman and Chief Executive Officer until November 2007 when the network was acquired by NBC Universal. Prior to starting Oxygen Media, Ms. Laybourne spent 16 years at Nickelodeon. From 1996 to 1998, Ms. Laybourne was President of Disney/ABC Cable Networks where she was responsible for overseeing cable programming for the Walt Disney Company and ABC. Ms. Laybourne earned a Bachelor of Arts degree in art history from Vassar College and a Master of Science degree in elementary education from the University of Pennsylvania. Ms. Laybourne also serves on the boards of Electronic Arts, Inc. and Move, Inc.

Mr. Mahoney was appointed to the Board in April 2003. Mr. Mahoney previously served as co-Chief Executive Officer of McKesson HBOC, Inc., a healthcare services company, and as Chief Executive Officer of iMcKesson LLC, also a healthcare services company, from July 1999 to February 2001. Mr. Mahoney is a member of the board of directors of Corcept Therapeutics Incorporated, and several private and non-profit organizations.

Mr. Miller was appointed to the Board in September 1994. Since January 2007, Mr. Miller has served as Executive Chairman of Delphi Corporation, an auto parts supplier and from July 2005 until January 2007, as Chairman and Chief Executive Officer. From January 2004 to June 2005, Mr. Miller was non-executive Chairman of Federal Mogul Corporation, an auto parts supplier. From September 2001 until December 2003, Mr. Miller was Chairman and Chief Executive Officer of Bethlehem Steel Corporation, a large steel producer. Prior to joining Bethlehem Steel, Mr. Miller served as Chairman and Chief Executive Officer on an interim basis upon the departure of Federal Mogul's top executive in September 2000. Delphi Corporation and certain of its subsidiaries filed voluntary petitions for reorganization under the United States Bankruptcy Code in October 2005, and Federal Mogul Corporation and Bethlehem Steel Corporation and certain of their subsidiaries, filed voluntary petitions for reorganization under the United States Bankruptcy Code in October 2001. Mr. Miller is a member of the board of directors of UAL Corporation, AIG, Delphi Corporation and two private companies.

Mr. Salem was appointed to the Board in April 2009. Mr. Salem has served as our President and Chief Executive Officer since April 2009. From January 2008 to April 2009, Mr. Salem served as our Chief Operating Officer, and as Group President, Worldwide Sales and Marketing from April 2007 to January 2008. From May 2006 to April 2007, Mr. Salem served as our Group President, Consumer Products. Mr. Salem previously served as Senior Vice President, Consumer Products and Solutions from February 2006 to May 2006, Senior Vice President, Security Products and Solutions from January 2006 to February 2006, and as Senior Vice President, Network and Gateway Security Solutions from June 2004 to February 2006. Prior to joining Symantec, from April 2002 to June 2004, he was President and Chief Executive Officer of Brightmail Incorporated, an anti-spam software company that was acquired by Symantec. From January 2001 to April 2002, Mr. Salem served as Senior Vice President of Products and Technology at Oblivion Inc., an identity-based security products developer, and from October 1999 to January 2001, he was Vice President of Technology and Operations at Ask Jeeves Inc., an online search engine provider. From 1990 to October 1999, Mr. Salem led the security business unit at Symantec. Mr. Salem received a Bachelor of Arts in computer science from Dartmouth College.

Mr. Schulman was appointed to the Board in March 2000. Mr. Schulman has served as Chief Executive Officer of Virgin Mobile USA, a cellular phone service provider, since September 2001, and a member of the board of directors of Virgin Mobile USA since October 2001. From May 2000 until May 2001,

Mr. Schulman was President and Chief Executive Officer of priceline.com Incorporated, an online travel company, after serving as President and Chief Operating Officer from July 1999. Mr. Schulman is a member of the board of directors of Flextronics International Ltd. and a non-profit company.

Mr. Unruh was appointed to the Board in July 2005 following the acquisition of Veritas. Mr. Unruh had served on Veritas' board of directors since 2003. Mr. Unruh retired as Vice Chairman of Bechtel Group, Inc., a global engineering and construction services company, in June 2003. During his 25-year tenure at Bechtel Group, he held a number of management positions including Treasurer, Controller, and Chief Financial Officer. Mr. Unruh also served as President of Bechtel Enterprises, the finance, development and ownership arm from 1997 to 2001. Mr. Unruh is a member of the board of directors of Move, Inc., Heidrick & Struggles International, Inc., and two private companies. Mr. Unruh is a certified public accountant.

7.2 Executive Officers as of June 1, 2010*

<u>Name</u>	<u>Age*</u>	<u>Position</u>
Enrique Salem	43	President and Chief Executive Officer
James A. Beer	48	Executive Vice President and Chief Financial Officer
Phillip A. Bullock	45	Senior Vice President and Chief Accounting Officer
Janice Chaffin	54	Group President, Consumer Business Unit
Gregory W. Hughes	46	Group President, Enterprise Product Group
Rebecca Ranninger	50	Executive Vice President and Chief Human Resources Officer
William T. Robbins	41	Executive Vice President, Worldwide Sales
Scott C. Taylor	45	Executive Vice President, General Counsel and Secretary
J. David Thompson	42	Group President, Information Technology and Services Group

* Biographical information and ages as of July 3, 2009, except for Mr. Bullock (as of October 1, 2009).

Mr. Salem – For information regarding Mr. Salem, please refer to Section 7.1 of Chapter E.

Mr. Beer has served as our Executive Vice President and Chief Financial Officer since February 28, 2006. Prior to joining us, Mr. Beer was Senior Vice President and Chief Financial Officer of AMR Corporation and American Airlines, Inc., AMR's principal subsidiary, from January 2004 to February 2006. From September 1991 to January 2004, Mr. Beer held other various management positions in finance and operations at American Airlines including leading the airline's European and Asia Pacific businesses. Mr. Beer holds a Bachelor of Science in aeronautical engineering from Imperial College, London University and a Master of Business Administration degree from Harvard Business School.

Mr. Bullock had served as the Company's Vice President of Tax and Trade Compliance since March 2006 and assumed responsibility for the Company's corporate risk assurance function in March 2007. Prior to joining Symantec in March 2006, Mr. Bullock had been employed by Ernst & Young LLP since 1988 and was a partner in Ernst & Young's tax practice from September 2000 through February 2006. Mr. Bullock holds a bachelor of science degree in business administration, accounting information systems, from Virginia Polytechnic Institute and State University and a master's in professional accounting degree from the University of Texas at Austin.

Ms. Chaffin has served as our Group President, Consumer Business Unit since April 2007. From May 2006 to April 2007, Ms. Chaffin served as our Executive Vice President and Chief Marketing Officer. Ms. Chaffin joined Symantec in May 2003 as Senior Vice President and Chief Marketing Officer. Prior to Symantec, Ms. Chaffin spent 21 years at Hewlett-Packard Company, a global provider of products,

technologies, solutions and services, where she held a variety of marketing and business management positions and most recently served as Vice President of Enterprise Marketing and Solutions. She graduated summa cum laude from the University of California, San Diego with a bachelor's degree and earned a master's degree in business administration from the University of California, Los Angeles, where she was a Henry Ford Scholar.

Mr. Hughes has served as our Group President, Enterprise Product Group since January 2009. From January 2008 to January 2009, Mr. Hughes served as our Chief Strategy Officer, and as Group President, Global Services from April 2007 to January 2008. Mr. Hughes joined Symantec through the Company's acquisition of Veritas in July 2005 and served as our Executive Vice President, Services and Support, from July 2005 to April 2007. At Veritas, he most recently served as Executive Vice President, Global Services from October 2003 to July 2005. Mr. Hughes joined Veritas after a 10-year career at McKinsey & Co., a global management consulting service provider, where he most recently served as a Partner. During his tenure at McKinsey, he founded and led the North American Software Industry practice and worked as a consultant to senior executives across a range of industries on information-technology related issues. Mr. Hughes holds a Master of Business Administration degree from the Stanford Graduate School of Business, and a bachelor's degree in electrical engineering and a master's degree in electrical engineering and computer science from Massachusetts Institute of Technology.

Ms. Ranninger has served as our Executive Vice President and Chief Human Resources Officer since May 2006, Senior Vice President, Human Resources from January 2000 to May 2006 and Vice President, Human Resources from September 1997 to January 2000. Prior to 1997, Ms. Ranninger served for over six years in the Legal Department. Prior to joining us in 1991, Ms. Ranninger was a business litigator with the law firm of Heller Ehrman White & McAuliffe. She also currently serves as President of Symantec Foundation. Ms. Ranninger graduated magna cum laude from Harvard University with a bachelor's degree, earned a bachelor's degree in jurisprudence from Oxford University and a Juris Doctorate from Stanford University.

Mr. Robbins has served as our Executive Vice President of Worldwide Sales since January 2009. From July 2007 to January 2009, Mr. Robbins served as Senior Vice President of Sales for the Americas geography. From April 2006 to July 2007, he served as Senior Vice President of the Asia Pacific and Japan geography. Mr. Robbins joined Symantec through the Company's acquisition of Veritas in July 2005 and served as our Vice President of Eastern United States and National Telecommunications Sales until April 2006. At Veritas, he served as Vice President of Eastern United States and National Telecommunications Sales from April 2005 to July 2005, Vice President, Northern Europe Sales from January 2005 to April 2005 and from April 2002 to December 2004, he served as Vice President, Worldwide Sales Operations. Mr. Robbins holds bachelor's degrees in business administration and economics, both with top honors from Southern Methodist University in Dallas. He is also a Certified Management Accountant.

Mr. Taylor has served as our Executive Vice President, General Counsel and Secretary since August 2008. From February 2007 to August 2008, Mr. Taylor served as our Vice President, Legal. Prior to joining Symantec, Mr. Taylor held various legal and administrative positions at Phoenix Technologies Ltd., a provider of core systems software, from January 2002 to February 2007, including most recently as Chief Administrative Officer, Senior Vice President and General Counsel. From May 2000 to September 2001, he was Vice President and General Counsel at Narus, Inc., a venture-backed private company that designs IP network management software. Mr. Taylor is a member of the board of directors of VirnetX. Mr. Taylor holds a Juris Doctorate from George Washington University, and a bachelor's degree from Stanford University.

Mr. Thompson has served as our Group President, Information Technology and Services Group since January 2008. From February 2006 to January 2008, Mr. Thompson served as Executive Vice President, Chief Information Officer. Prior to joining Symantec, Mr. Thompson was Senior Vice President and Chief Information Officer for Oracle Corporation, a global enterprise software company from January 2005 to January 2006. From August 1995 to January 2005, he was Vice President of Services and Chief

Information Officer at PeopleSoft, Inc., an enterprise application software products developer, which was later acquired by Oracle.

7.3 Fraudulent Offences and Bankruptcy, Etc.

Mr. Miller was Executive Chairman and non-executive Chairman of, respectively, Delphi Corporation and Federal Mogul Corporation, which have filed voluntary petitions for reorganization under the US Bankruptcy Code, as described on page 42 of this prospectus. Except with respect to the above information, for at least the previous five years, none of the directors or executive officers of Symantec has:

- (a) been convicted in relation to fraudulent offenses;
- (b) been associated with any bankruptcies, receiverships or liquidations when acting in their capacity of directors or executive officers of Symantec; or
- (c) been subject to any official public incrimination and/or sanctions by statutory or regulatory authorities (including designated professional bodies) or ever been disqualified by a court from acting as a member of the administrative, management or supervisory bodies of an issuer or from acting in the management or conduct of the affairs of any issuer.

There are no family relationships between any of the executive officers and directors listed above.

7.4 Conflicts of Interest

Related-Person Transactions Policy and Procedures

Symantec has adopted a written related person transactions policy which provides for the Company's policies and procedures regarding the identification, review, consideration and approval or ratification of "related person transactions." The Nominating and Governance Committee reviews transactions that may be "related person transactions," which are transactions between Symantec and any related persons in which the aggregate amount involved exceeds or may be expected to exceed \$120,000, and in which the related person has or will have a direct or indirect material interest. For purposes of the policy, a related person is any Symantec executive officer, director, nominee for director, or stockholder holding more than 5% of any class of Symantec's voting securities, in each case, since the beginning of the previous fiscal year, and their immediate family members.

Under the policy, absent any facts or circumstances indicating special or unusual benefits to the related person, the following transactions are deemed not to be "related person transactions" (meaning the related person is deemed to not have a direct or indirect material interest in the transaction):

- compensation to executive officers determined by Symantec's Compensation Committee;
- any transaction with another company at which a related person is a director or an employee (other than an executive officer) if the aggregate amount involved does not exceed the greater of \$2,000,000, or three percent of that company's total annual gross revenues, provided that the transaction involves the purchase of either company's goods and services and the transaction is subject to usual trade terms and is in the ordinary course of business and the related person is not involved in the negotiation of the transaction;
- any compensation paid to a director if the compensation is required to be reported in Symantec's proxy statement;

- any transaction where the related person's interest arises solely from the ownership of the Company's common stock and all holders of the Company's common stock received the same benefit on a pro rata basis;
- any charitable contribution, grant or endowment by Symantec or the Symantec Foundation to a charitable organization, foundation or university at which a related person's only relationship is as a director or an employee (other than an executive officer), if the aggregate amount involved does not exceed \$120,000, or any non-discretionary matching contribution, grant or endowment made pursuant to a matching gift program;
- any transaction where the rates or charges involved are determined by competitive bids;
- any transaction involving the rendering of services as a common or contract carrier, or public utility, at rates or charges fixed in conformity with law or governmental authority; or
- any transaction involving services as a bank depository of funds, transfer agent, registrar, trustee under a trust indenture, or similar services.

Under the policy, members of Symantec's legal department review transactions involving related persons that do not fall into one of the above categories. If they determine that a related person could have a significant interest in a transaction, the transaction is referred to the Nominating and Governance Committee. In addition, transactions may be identified through Symantec's Code of Conduct or other Symantec policies and procedures, and reported to the Nominating and Governance Committee. The Nominating and Governance Committee determines whether the related person has a material interest in a transaction and may approve, ratify, rescind or take other action with respect to the transaction.

Certain Related Person Transactions

In May 2008, Symantec entered into a dry-lease agreement for an aircraft with a company owned by Mr. Thompson, our Chairman. Pursuant to the agreement, Symantec leases the aircraft on a non-exclusive basis from Mr. Thompson's company from time to time solely for Mr. Thompson's business-related travel, at a dry-lease rate of \$1,250 per flight hour. Pursuant to an agreement with an unrelated party, Symantec has also agreed to pay the variable operating costs of Mr. Thompson's business travel on this aircraft. The arrangement was approved by the Nominating and Governance Committee of our Board. The Nominating and Governance Committee has determined that the amounts billed by Mr. Thompson's company for our use of the aircraft are at or below the market rates charged by third-party commercial charter companies for similar aircraft. Symantec paid \$113,625 under this arrangement during fiscal 2009.

Potential Payments Upon Termination or Change-In-Control

Set forth below is a description of the plans and agreements (other than the Deferred Compensation Plan) that could result in potential payouts to the named executive officers in the case of their termination of employment and/or a change in control of Symantec. For information regarding potential payouts upon termination under the Deferred Compensation Plan, in which Gregory Hughes and J. David Thompson participate, see "Non-Qualified Deferred Compensation in Fiscal 2009" beginning on page 43 of Symantec's Proxy Statement.

Symantec Executive Retention Plan

In January 2001, the Board approved the Symantec Executive Retention Plan, to deal with employment termination resulting from a change in control of the Company. The plan was modified by the Board in July 2002, April 2006 and June 2007. Under the terms of the plan, all equity compensation awards (including, among others, options and restricted stock units) granted by the Company to the Company's Section 16(b) officers (including the named executive officers) would become fully vested and, if

applicable, exercisable following a change in control of the Company (as defined in the plan) after which the officer's employment is terminated without cause or constructively terminated by the acquirer within 12 months after the change in control.

Symantec Corporation Severance Plan

During fiscal 2008, we adopted the Symantec Corporation Severance Plan, effective as of July 1, 2007, to provide severance benefits to certain eligible employees of Symantec. Individual employees must meet certain criteria in order to participate in the plan, including, among other criteria, (i) the employee is not entitled to severance under any other plan, fund, program, policy, arrangement or individualized written agreement providing for severance benefits that is sponsored or funded by Symantec and (ii) the employee was involuntarily terminated from active employment because of market conditions or division performance resulting in elimination of their position, and not solely because of poor work performance.

Under the terms of the plan, eligible employees at the Vice President level or above receive severance payments calculated as follows: (i) severance payments equal to ten weeks of base pay if such employee has been employed by Symantec for one year or less; or (ii) severance payments equal to ten weeks of base pay plus the amount calculated by multiplying two weeks of base pay times the number of years of such employee's employment by Symantec after the first year of employment, prorated through the termination date. If an eligible employee timely elects Consolidated Omnibus Budget Reconciliation Act ("COBRA") continuation coverage under Symantec's group insurance plans, Symantec will also subsidize the full amount of premiums for such eligible employees for the period of time upon which severance payments are paid under the plan. Symantec will subsidize premiums for continuation coverage at the same level of coverage in effect immediately before termination of employment for the applicable employee. Eligible employees at the Vice President level are also entitled to receive six months of outplacement services, including counseling and guidance.

Payment of severance payments and COBRA premiums and provision of outplacement assistance pursuant to the Symantec Corporation Severance Plan is subject to the applicable employee's returning a release of claims against Symantec.

John W. Thompson

Through the end of fiscal year 2009, Mr. Thompson was our Chief Executive Officer and potential payouts to him in the case of his termination of employment and/or a change in control of Symantec were provided for under his employment agreement with us dated April 11, 1999. In connection with his retirement as our Chief Executive Officer on April 4, 2009, we entered into a letter agreement with Mr. Thompson, dated April 6, 2009, which supersedes and replaces his employment agreement and provides that he will be eligible for severance benefits as set forth in the Symantec Corporation Severance Plan rather than the severance benefits provided for under his employment agreement.

In accordance with his April 11, 1999 employment agreement, in the event Mr. Thompson resigned with good reason (i.e., material reduction in responsibilities, position or salary) or was terminated without cause (as defined in the agreement), prior to his retirement as Chief Executive Officer on April 4, 2009, he was entitled to a severance payment equal to twice his annual base salary, the vesting of his outstanding options would be accelerated by two years and he would be entitled to reimbursement of COBRA premiums for the maximum period permitted by law. We also began maintaining a \$5,000,000 term executive life insurance policy on Mr. Thompson for the benefit of his family and coverage under our long term disability plan that would pay Mr. Thompson up to \$20,000 per month following the 180th day after any disability.

In the event that Mr. Thompson's employment was terminated due to his death or disability, prior to his retirement as Chief Executive Officer on April 4, 2009, the vesting of his outstanding options would have been accelerated by two years. Additionally, in the case of his death, his designated beneficiary would have been entitled to a single lump sum death benefit of \$5,000,000 (in accordance with Symantec's life insurance plan), and in the case of his disability, he would have been entitled to disability payments of up

to \$20,000 a month after 180 days of continued disability (in accordance with Symantec's long term disability plan). If Mr. Thompson had died or if the Board had determined that he was disabled as of April 3, 2009, his beneficiaries would have received \$5,000,000, or he would have thereafter begun receiving payments of \$25,000 per month for 60 months followed by payments of \$10,000 per month for 36 months, as the case may be, under these arrangements.

VIII. EMPLOYEES

8.1 Directors' and Executive Officers' Holdings of Shares and Options

The following table sets forth information, as of July 3, 2009, with respect to the beneficial ownership of Symantec common stock by (i) each member of the Board, (ii) the named executive officers of Symantec included in the Summary Compensation Table appearing on page 36 of Symantec's Proxy Statement and (iii) all current executive officers and directors of Symantec as a group.

Beneficial ownership is determined under the rules of the SEC and generally includes voting or investment power with respect to securities. Unless otherwise indicated below, the persons and entities named in the table have sole voting and sole investment power with respect to all shares beneficially owned, subject to community property laws where applicable. Percentage ownership is based on 813,700,408 shares of Symantec common stock outstanding as of July 3, 2009 (excluding shares held in treasury). Shares of common stock subject to stock options and restricted stock units vesting on or before September 1, 2009 (within 60 days of July 3, 2009) are deemed to be outstanding and beneficially owned for purposes of computing the percentage ownership of such person but are not treated as outstanding for purposes of computing the percentage ownership of others.

Name and Address of Beneficial Owner ⁽¹⁾	Amount and Nature of Beneficial Ownership	Percent of Class
Directors and Executive Officers		
John W. Thompson ⁽²⁾	8,158,221	1.0%
Enrique Salem ⁽³⁾	762,387	*
James A. Beer ⁽⁴⁾	438,410	*
Gregory W. Hughes ⁽⁵⁾	1,205,832	*
J. David Thompson ⁽⁶⁾	394,389	*
Janice Chaffin ⁽⁷⁾	697,806	*
Michael A. Brown ⁽⁸⁾	226,846	*
William T. Coleman ⁽⁹⁾	190,890	*
Frank E. Dangeard	32,476	*
Geraldine B. Laybourne	27,318	*
David L. Mahoney ⁽¹⁰⁾	170,215	*
Robert S. Miller ⁽¹¹⁾	291,967	*
Daniel H. Schulman ⁽¹²⁾	133,362	*
V. Paul Unruh ⁽¹³⁾	209,905	*
All current Symantec executive officers and directors as a group (18 persons) ⁽¹⁴⁾	13,888,997	1.7%

* Less than 1%.

- (1) The address of each person named in the table is c/o Symantec Corporation, 350 Ellis Street, Mountain View, California 94043, U.S.A.
- (2) Includes 6,705,630 shares subject to options that will be exercisable as of September 1, 2009.
- (3) Includes 580,981 shares subject to options that will be exercisable as of September 1, 2009.
- (4) Includes 378,125 shares subject to options that will be exercisable as of September 1, 2009.
- (5) Includes 1,153,272 shares subject to options that will be exercisable as of September 1, 2009.

- (6) Includes 353,125 shares subject to options that will be exercisable as of September 1, 2009.
- (7) Includes 621,568 shares subject to options that will be exercisable as of September 1, 2009.
- (8) Includes 175,380 shares subject to options that will be exercisable as of September 1, 2009.
- (9) Includes 147,750 shares subject to options that will be exercisable as of September 1, 2009.
- (10) Includes 105,750 shares subject to options that will be exercisable as of September 1, 2009.
- (11) Includes 147,750 shares subject to options that will be exercisable as of September 1, 2009.
- (12) Includes 78,750 shares subject to options that will be exercisable as of September 1, 2009.
- (13) Includes 180,380 shares subject to options that will be exercisable as of September 1, 2009.
- (14) Includes 11,419,176 shares subject to options that will be exercisable as of September 1, 2009.

Symantec has adopted a policy that executive officers and members of the Board hold an equity stake in the Company. The policy requires each executive officer to hold a minimum number of shares of Symantec common stock. Newly appointed executive officers are not required to immediately establish their position, but are expected to make regular progress to achieve it. The Compensation Committee reviews the minimum number of shares held by the executive officers and directors from time to time. The purpose of the policy is to more directly align the interests of our executive officers and directors with our stockholders. See "Stock Ownership Requirements" under Compensation Discussion & Analysis, on page 51 of Symantec's Proxy Statement, for a description of the stock ownership requirements applicable to our executive officers.

8.2 Stock Plans

Stock purchase plans

2008 Employee Stock Purchase Plan

In September 2008, our stockholders approved the ESPP and reserved 20 million shares of common stock for issuance thereunder. As of April 2, 2010, 16 million shares remain available for issuance under the ESPP.

Subject to certain limitations, our employees may elect to have 2% to 10% of their compensation withheld through payroll deductions to purchase shares of common stock under the ESPP. Employees purchase shares of common stock at a price per share equal to 85% of the fair market value on the purchase date at the end of each six-month purchase period.

2002 Executive Officers' Stock Purchase Plan

In September 2002, our stockholders approved the 2002 Executive Officers' Stock Purchase Plan and reserved 250,000 shares of common stock for issuance thereunder, which was amended by our Board of Directors in January 2008. The purpose of the plan is to provide executive officers with a means to acquire an equity interest in Symantec at fair market value by applying a portion or all of their respective bonus payments towards the purchase price. As of April 2, 2010, 40,401 shares have been issued under the plan and 209,599 shares remain available for future issuance. Shares reserved for issuance under this plan have not been adjusted for the stock dividends.

Stock award plans

2000 Director Equity Incentive Plan

In September 2000, our stockholders approved the 2000 Director Equity Incentive Plan and reserved 50,000 shares of common stock for issuance thereunder. Stockholders increased the number of shares of stock that may be issued by 50,000 in both September 2004 and September 2007. The purpose of this plan is to provide the members of the Board of Directors with an opportunity to receive common stock for all or a portion of the retainer payable to each director for serving as a member. Each director may elect

any portion up to 100% of the retainer to be paid in the form of stock. As of April 2, 2010, a total of 109,881 shares had been issued under this plan and 40,119 shares remained available for future issuance.

2004 Equity Incentive Plan

Under the 2004 Plan our Board, or a committee of the Board, may grant incentive and nonqualified stock options, stock appreciation rights, RSUs, or restricted stock awards ("RSAs") to employees, officers, directors, consultants, independent contractors, and advisors to us, or to any parent, subsidiary, or affiliate of ours. The purpose of the 2004 Plan is to attract, retain, and motivate eligible persons whose present and potential contributions are important to our success by offering them an opportunity to participate in our future performance through equity awards of stock options and stock bonuses. Under the terms of the 2004 Plan, the exercise price of stock options may not be less than 100% of the fair market value on the date of grant. Options generally vest over a four-year period. Options granted prior to October 2005 generally have a maximum term of ten years and options granted thereafter generally have a maximum term of seven years.

As of April 2, 2010, we have reserved 132 million shares for issuance under the 2004 Plan. These shares include 18 million shares originally reserved for issuance under the 2004 Plan upon its adoption by our stockholders in September 2004, 24 million shares that were transferred to the 2004 Plan from the 1996 Equity Incentive Plan, ("1996 Plan"), and 40 million and 50 million shares that were approved for issuance on the amendment and restatement of the 2004 Plan at our 2006 and 2008 annual meeting of stockholders, respectively. In addition to the shares currently reserved under the 2004 Plan, any shares reacquired by us from options outstanding under the 1996 Plan upon their cancellation will also be added to the 2004 Plan reserve. As of April 2, 2010, 59 million shares remain available for future grant under the 2004 Plan.

Assumed Vontu stock options

In connection with our fiscal 2008 acquisition of Vontu, we assumed all unexercised, outstanding options to purchase Vontu common stock. Each unexercised, outstanding option assumed was converted into an option to purchase Symantec common stock after applying the exchange ratio of 0.5351 shares of Symantec common stock for each share of Vontu common stock. In total, all unexercised, outstanding Vontu options were converted into options to purchase approximately 2.2 million shares of Symantec common stock. As of April 2, 2010, total unrecognized compensation cost adjusted for estimated forfeitures related to unexercised, outstanding Vontu stock options was approximately \$2 million.

Furthermore, all shares obtained upon exercise of unvested Vontu options were converted into the right to receive cash of \$9.33 per share upon vesting. The total value of the assumed exercised, unvested Vontu options on the date of acquisition was approximately \$7 million, assuming no options are forfeited prior to vesting. As of April 2, 2010, total unrecognized compensation cost adjusted for estimated forfeitures related to exercised, unvested Vontu stock options was immaterial.

The assumed options retained all applicable terms and vesting periods, except for certain options that were accelerated according to a change in control provision and will generally vest within a twelve month period from the date of acquisition and certain other options that vested in full as of the acquisition date. In general, the assumed options typically vest over a period of four years from the original date of grant of the option and have a maximum term of ten years.

Other stock option plans

Options remain outstanding under several other stock option plans, including the 2001 Non-Qualified Equity Incentive Plan, the 1999 Acquisition Plan, the 1996 Plan, and various plans assumed in connection with acquisitions. No further options may be granted under any of these plans.

IX. WORKING CAPITAL STATEMENT

Symantec believes that its existing cash and investment balances, its borrowing capacity, its ability to issue new debt instruments, and cash generated from operations is sufficient to meet its working capital (including debt service) and capital expenditures requirements for at least the next 12 months.

X. SELECTED FINANCIAL INFORMATION

10.1 Selected Financial Data

The selected financial data of Symantec set out in this prospectus have been derived in part from Symantec's consolidated financial statements prepared in accordance with US GAAP and should be read in conjunction with Management's Discussion and Analysis of Financial Condition and Results of Operations and Symantec's consolidated financial statements and notes thereto appearing respectively on pages 28 – 50 and 62 – 106 of Symantec's Form 10-K.

SELECTED THREE-YEAR FINANCIAL DATA (In millions, except per share data)

	Fiscal Year Ended ^(a, b)		
	2010 ^(c)	2009	2008
Consolidated Statements of Operations Data:			
Net revenue	\$ 5,985	\$ 6,150	\$ 5,874
Operating income (loss) ^(d)	933	(6,470)	602
Net income (loss) ^(d)	\$ 714	\$ (6,786)	\$ 410
Net income (loss) per share — basic ^(d)	\$ 0.88	\$ (8.17)	\$ 0.47
Net income (loss) per share — diluted ^(d)	\$ 0.87	\$ (8.17)	\$ 0.46
Shares used to compute earnings per share — basic	810	831	868
Shares used to compute earnings per share — diluted	819	831	884
Consolidated Balance Sheet Data:			
Cash and cash equivalents	3,029	1,793	1,890
Total assets ^(d)	11,232	10,638	18,085
Convertible Senior Notes ^(e)	1,871	1,766	1,669
Other long-term liabilities ^(f)	50	90	106
Stockholders' equity	\$ 4,548	\$ 4,147	\$ 11,229

(a) We have a 52/53-week fiscal year. Fiscal 2010 and 2008 was comprised of 52 weeks of operations. Fiscal 2009 was comprised of 53 weeks of operations.

(b) The summary reflects adjustments for the retrospective adoption of new authoritative guidance on convertible debt instruments in the first quarter of fiscal 2010.

(c) In the fourth quarter fiscal 2010, we adopted new authoritative guidance on revenue recognition. Our adoption of this guidance was applied to the beginning of our fiscal year and did not have a material impact on our consolidated financial statements. Our joint venture also adopted this guidance during its period ended December 31, 2009, which was applied to the beginning of its fiscal year. As a result of the joint venture's adoption of the guidance, our net income increased by \$12 million during our fiscal 2010.

(d) During fiscal 2009, we recorded a non-cash goodwill impairment charge of \$7.4 billion. For more information, see Note 5 of the Notes to the Consolidated Financial Statements on pages 84 – 87 of Symantec's Form 10-K.

(e) In fiscal 2007, we issued \$1.1 billion principal amount of 0.75% Convertible Senior Notes and \$1.0 billion principal amount of 1.00% Convertible Senior Notes. For more information, see Notes 1 and 7 of the Notes to Consolidated Financial Statements on pages 66 – 78 and 88 – 90, respectively, of Symantec's Form 10-K.

- (f) Beginning in fiscal 2008, we entered into OEM placement fee contracts, which is the primary driver for the increase in liabilities.

10.2 Independent Registered Public Accounting Firm

The independent registered public accounting firm of Symantec is KPMG LLP, Mountain View, California, U.S.A. KPMG LLP is registered with the Public Company Accounting Oversight Board (United States) and a member of the American Institute of Certified Public Accountants.

XI. DOCUMENTS ON DISPLAY

Symantec's Internet address is www.symantec.com. Symantec makes available free of charge on its website its annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act as soon as reasonably practicable after Symantec electronically files such material with, or furnishes it to, the SEC. The SEC also maintains a website at www.sec.gov that contains reports, proxy and information statements, and other information regarding issuers, such as Symantec, that file electronically with the SEC.

Symantec's Form 10-K and Symantec's Proxy Statement, referred to in this prospectus, may be obtained free of charge upon request by an employee.

Symantec expects to issue after market close in or around late July 2010, its earnings release for the quarter ended July 2, 2010. The quarterly report on Form 10-Q for such quarter will be filed with the SEC no later than August 11, 2010. These documents will be available on the websites of Symantec and the SEC indicated above.

XII. TAX CONSEQUENCES

12.1 Estonia Tax Consequences

This summary has been prepared to provide Participating Employees and Grantees with an overview of the tax consequences of participation in the ESPP and the 2004 Plan with respect to stock options and restricted stock units ("RSUs").

This summary is based on the tax and other laws concerning stock purchase rights, stock options, and RSUs in effect in Estonia as of May 2010. Such laws are often complex and change frequently. As a result, the information contained in this summary may be out of date at the time Participating Employees and Grantees purchase or acquire Shares or sell Shares acquired under the ESPP or the 2004 Plan.

In addition, this summary applies only to employees of a Symantec affiliate or subsidiary who qualify as Estonian tax residents from the date of grant through and including the date of sale of the underlying Shares. If a Participating Employee or Grantee is a citizen or resident of another country for local tax law purposes during the life of the award(s) or transferred employment after the Offering Date or grant date, as applicable, the income and social tax information below may not be applicable.

Furthermore, this information is general in nature and does not discuss all of the various laws, rules and regulations that may apply. It may not apply to a Participating Employee's or Grantee's particular tax or financial situation, and Symantec is not in a position to assure any particular tax result. **Accordingly, Participating Employees and Grantees are strongly advised to seek appropriate professional advice as to how the tax or other laws in Estonia apply to their specific situation.**

THE ESPP

Income tax implications of the award of stock purchase rights

The award of Symantec stock purchase rights is not a taxable event in Estonia.

Income tax implications on stock purchases under the ESPP

On the date of purchase, the Participating Employee likely will not be subject to income tax. However, if the stock purchase rights are deemed a fringe benefit, the Participating Employee's employer will be required to pay income tax on the difference between the fair market value ("FMV") of the Shares at purchase and the purchase price (the "discount"). Currently, the stock purchase rights will likely be deemed a fringe benefit if the Participating Employee's employer (i) is involved in offering the ESPP or in the administration of the ESPP, or (ii) reimburses Symantec for the cost of the stock purchase rights (which currently is not the case). Thus, the stock purchase rights likely will not be deemed a fringe benefit. Nevertheless, please note that the taxation of stock purchase rights is not entirely certain under Estonian tax law and it is possible that the Estonian tax authorities may interpret this issue differently. *Accordingly, the Participating Employee should discuss the taxation of his or her stock purchase rights with his or her own tax advisor.*

Please note that there is currently draft legislation ("proposed legislation") proposed by the Estonian Ministry of Finance which will amend the current taxation of equity awards such that equity awards granted to Participating Employees by the employer or a parent or subsidiary associated with the employer (such as in this case) will be deemed a fringe benefit and subject to income tax payable by the employer and social taxes, as applicable. If the draft legislation is enacted, purchase rights exercised on or after January 1, 2011 will be deemed a fringe benefit and taxed accordingly.

Social Taxes

On the date of purchase, the Participating Employee likely will not be subject to social security tax contributions.

However, if the proposed legislation is enacted and the purchase rights are deemed a "fringe benefit", the Participating Employee's employer will be required to pay social security tax at purchase on the discount.

Tax implications on the sale of Shares acquired through the ESPP

When the Participating Employee subsequently sell the Shares acquired under the ESPP, he or she will be subject to tax on any gain (*i.e.*, the sale price less the purchase price and expenses made in relation to the acquisition and sale of the Shares, *e.g.*, broker's fees). However, if the stock purchase rights are considered a fringe benefit, the taxable amount will be the difference between the sale price and the value of the Shares taxed as a fringe benefit (less any expenses, as stated above).

Withholding and Payment of Income and Social Tax

To the extent the grant of stock purchase rights or the issuance of Shares at purchase is considered a fringe benefit, the Participating Employee's employer is required to pay income tax and social security tax. (No withholding obligations apply irrespective of whether the grant of stock purchase rights or issue of Shares is considered a fringe benefit.)

Reporting

The Participating Employee's employer will not report the income the Participating Employee receives under the ESPP to the Estonian tax authorities unless such income is considered a fringe benefit. The

Participating Employee must report the income and pay any tax due as a result of his or her participation in the ESPP.

THE 2004 PLAN

(i) Options

Income tax implications of a stock option grant

The award of a Symantec stock option is not a taxable event in Estonia.

Income tax implications of a stock option exercise

On the date of exercise, the Grantee likely will not be subject to income tax if the Grantee exercises his or her stock option by paying the exercise price with cash. If the Grantee exercises the stock option using a cashless method of exercise and sell some or all of the Shares the Grantee is entitled to at exercise, he or she may realize a gain at the time of exercise and will be subject to tax, as described under the 'Tax Implications on the sale of Shares' section below.

Further, if the stock option is deemed a fringe benefit, the Grantee's employer will be required to pay income tax on the difference between the fair market value ("FMV") of the Shares at exercise and the exercise price (the "spread"). The stock option will likely be deemed a fringe benefit if the Grantee's employer (i) is involved in making the option grants or in the administration of the 2004 Plan, or (ii) reimburses Symantec for the cost of the stock option (which currently is not the case). Thus, the stock option likely will not be deemed a fringe benefit. Nevertheless, note that the taxation of stock options is not entirely certain under Estonian tax law and it is possible that the Estonian tax authorities may interpret this issue differently. *Accordingly, the Grantee should discuss the taxation of his or her stock options with the Grantee's own tax advisor.*

Please note that there is currently draft legislation proposed by the Estonian Ministry of Finance ("proposed legislation") to amend the current taxation of equity awards such that equity awards granted to employees by the employer or a parent or subsidiary associated with the employer (such as in this case) will be deemed a fringe benefit and subject to income tax payable by the employer and social security taxes, as applicable.

If the proposed legislation is enacted, stock options exercised on or after January 1, 2011 will be deemed a fringe benefit and subject to income tax at vesting payable by the employer and social taxes, as applicable, based on the difference between FMV of the Shares underlying the stock option at vesting and the acquisition cost of the Shares (i.e., the exercise price).

However, if the Grantee does not exercise the stock option for a period of three years from the date of grant, the stock option will be taxed at exercise, rather than vesting. In this instance, the taxable amount will be the spread at exercise.

Social Taxes

On the date of exercise, the Grantee likely will not be subject to social security tax on the spread or on any gain he or she realizes when the Grantee sells his or her Shares. However, if the stock option is deemed a fringe benefit, the Grantee's employer will be required to pay social security tax on the spread at vesting.

Tax implications on the sale of Shares acquired upon exercise of a stock option

The subsequent sale of Symantec stock may result in a capital gain or loss on the difference between the sales price and the exercise price (less any expenses made in relation to the acquisition and sale of the

Shares, e.g., broker's fees). However, if the Shares issued at exercise were deemed a fringe benefit, the taxable amount will be the difference between the sale price and the value taxed as a fringe benefit at vesting/exercise (as applicable) (less any expenses, as stated above). The above is calculated in US dollars.*

** Note that conversion of this amount into Euros for the purpose of reporting on the annual income tax return may result in a taxable gain or loss due to foreign exchange rate fluctuations.*

Withholding and Payment of Income and Social Tax

To the extent the grant of the stock option or the issuance of Shares at exercise is considered a fringe benefit, the Grantee's employer is required to pay income tax and social security tax. (No withholding obligations apply irrespective of whether the grant of stock options or issuance of Shares is considered a fringe benefit.)

Reporting

The Grantee's employer will not report the income the Grantee receives under the 2004 Plan to the Estonian tax authorities, unless the stock option is considered a fringe benefit. The Grantee must report the income and pay any tax due as a result of his or her participation in the 2004 Plan.

(ii) RSUs

Income tax implications of an RSU grant

The award of a Symantec RSU is not a taxable event in Estonia.

Income tax implications at the date of vesting of the RSUs

On the vesting date, the Grantee likely will not be subject to income tax. However, if the RSUs are deemed a fringe benefit, income tax will apply on the FMV of the Shares at vesting and will be payable by the Grantee's employer. The RSUs will likely be deemed a fringe benefit if the Grantee's employer (i) is involved in making the RSU grants or in the administration of the 2004 Plan, or (ii) reimburses Symantec for the cost of the RSUs (which currently is not the case). Thus, the RSUs likely will not be deemed a fringe benefit. Nevertheless, please note that the taxation of RSUs is not entirely certain under Estonian tax law and it is possible that the Estonian tax authorities may interpret this issue differently. *Accordingly, the Grantee should discuss the taxation of his or her RSUs with his or her own tax advisor.*

Please note that there is currently draft legislation proposed by the Estonian Ministry of Finance which will amend the current taxation of equity awards such that equity awards granted to employees by the employer or a parent or subsidiary associated with the employer (such as in this case) will be deemed a fringe benefit and subject to income tax payable by the employer and social security taxes, as applicable. If the draft legislation is enacted, any Symantec RSU that vests on or after January 1, 2011 will be deemed a fringe benefit and taxed accordingly.

Social Taxes

The Grantee will not be subject to social security tax on the value of the Shares at vesting or on any gain the Grantee realizes when he or she sells the Shares. However, if the RSUs are deemed a fringe benefit, the Grantee's employer will be required to pay social security tax on the FMV of the Shares at vesting and on the amount of income tax paid.

Tax implications on the sale of Shares acquired following vesting

The subsequent sale of Symantec stock may result in a capital gain on the full amount of the gain realized upon sale of the Shares acquired at vesting (less any expenses made in relation to the acquisition and sale of the Shares, e.g., broker's fees). However, If the RSUs were deemed a fringe benefit, the Grantee will be taxed on the difference between the sale price and the value of the Shares at vesting taxed (less any expenses, as stated above). The above is calculated in US dollars.*

** Note that conversion of this amount into Euros for the purpose of reporting on the annual income tax return may result in a taxable gain or loss due to foreign exchange rate fluctuations.*

Withholding and Payment of Income and Social Tax

To the extent the RSUs are considered a fringe benefit, the Grantee's employer is required pay income tax and social tax at vesting. (No withholding obligations apply irrespective of whether the Shares are considered a fringe benefit.)

Reporting

The Grantee's employer will not report the income the Grantee receives under the 2004 Plan to the Estonian tax authorities, unless the grant of RSUs under the 2004 Plan is considered a fringe benefit. The Grantee must report the income and pay any tax due as a result of his or her participation in the 2004 Plan.

12.2 France Tax Consequences

This summary has been prepared to provide Participating Employees and Grantees with an overview of the tax consequences of participation in the ESPP and the 2004 Plan with respect to stock options and French-qualified restricted stock units ("RSUs").

This summary is based on the tax and other laws concerning stock purchase rights, stock options, and RSUs in effect in France as of May 2010. Such laws are often complex and change frequently. As a result, the information contained in this summary may be out of date at the time Participating Employees and Grantees purchase or acquire Shares or sell Shares acquired under the ESPP or the 2004 Plan.

In addition, this summary applies only to employees of a Symantec affiliate or subsidiary who qualify as French tax residents from the date of grant through and including the date of sale of the underlying Shares. If a Participating Employee or Grantee is a citizen or resident of another country for local tax law purposes during the life of the award(s) or transferred employment after the Offering Date or grant date, the income and social tax information below may not be applicable.

Furthermore, this information is general in nature and does not discuss all of the various laws, rules and regulations that may apply. It may not apply to a Participating Employee's or Grantee's particular tax or financial situation, and Symantec is not in a position to assure any particular tax result. **Accordingly, Participating Employees and Grantees are strongly advised to seek appropriate professional advice as to how the tax or other laws in France apply to their specific situation.**

THE ESPP

Income tax implications of the award of stock purchase rights

The award of Symantec stock purchase rights is not a taxable event in France.

Income tax implications on stock purchases under the ESPP

On the date of purchase, the Participating Employee will be subject to income tax. The amount subject to tax as compensation income is the difference between the purchase price and the fair market value ("FMV") of the Shares on the date of purchase times the total number of Shares purchased. The above is calculated in US dollars, and converted into Euros.

For 2010, the maximum income tax rate is 40%.

Social Taxes

On the date of purchase, the Participating Employee will be subject to social security tax contributions which apply at a maximum rate of approximately 23% on the taxable amount as calculated above. In addition, the Participating Employee will also be subject to CSG of 7.5% and CRDS of 0.5% on 97% of his or her gross compensation plus the employer contributions to the supplementary retirement plan and private plans (health insurance, life insurance, incapacity, etc.).

If the Participating Employee's gross compensation exceeds €276,960 (2010), only the uncapped contributions are due on earnings over this amount (*i.e.*, 0.85% for sickness and 8% for CSG/CRDS taxes).

Tax implications on the sale of Shares acquired through the ESPP

The subsequent sale of Symantec stock may result in a capital gain or loss on the difference between the sales price and the FMV of the Shares at the date of purchase. The above is calculated in US dollars, and converted into Euros.*

** Note that conversion of this amount into Euros for the purpose of reporting on the annual income tax return may result in a taxable gain or loss due to foreign exchange rate fluctuations.*

If the sales price of the Symantec stock on the day the Participating Employee sells it is greater than the FMV at the date of purchase, he or she will realize a capital gain. Any capital gain the Participating Employee realizes will be taxed at the rate of 30.1% (18% income tax plus 12.1% additional social taxes) if the Participating Employee's total (including his or her household) gross proceeds from the sale of securities during the relevant calendar year exceeds €25,830 (amount which is tax free in 2010). If the Participating Employee's (including his or her household) total gross proceeds from the sale of securities does not exceed €25,830, the Participating Employee will be subject to social taxes at a rate of 12.1% but not to income tax on any capital gain the Participating Employee realizes. The capital gain is equal to the difference between the net sale price and the FMV of the Shares at purchase.

If the sales price of the Symantec stock on the day the Participating Employee sells it is lower than the FMV at the date of purchase, the Participating Employee will realize a capital loss. The rules for offsetting capital losses, the personal income tax rate and social taxes were modified by a law dated December 24, 2009 and have not yet been commented on by the tax authorities. *The Participating Employee should review those rules with his or her personal tax advisor prior to filing the Participating Employee's personal income tax return.*

Wealth Tax

Shares acquired under the ESPP are included in the Participating Employee's personal estate and must be declared to the French tax authorities if the net taxable amount of the Participating Employee's (including his or her household's) taxable personal estate exceeds a certain amount for the calendar year (€790,000 for 2010), as valued on each January 1. Wealth tax is levied at rates of up to 1.8% (2010).

Withholding and Payment of Income and Social Tax

At the time of purchase, the taxable income will be subject to French social tax withholding obligations, including CSG and CRDS (no income tax withholding is required for French tax residents). The employer is required to withhold and remit social tax to the appropriate social security authorities.

The Participating Employee is responsible for reporting and paying any income tax due with the submission of his or her annual tax return, due by the end of May in the year following the year in which the income was earned.

Payment of capital gains tax is also the Participating Employee's responsibility.

Reporting

The Participating Employee must report the income and tax due in connection with the stock purchases on his or her annual income tax return.

In addition, the employer will report the ESPP compensation income to the French tax authorities on the Participating Employee's monthly payroll slip and on the annual declaration of compensation to the local income and social tax authorities.

When the Participating Employee sells the underlying stock, capital gains or losses must be reported in his or her annual tax return (Form 2074), due by the end of May in the year following the year in which the income was earned.

Note: The Participating Employee must report any foreign accounts held abroad (typically reported in an appendix to the annual tax return). The Participating Employee should consult his or her legal advisor for further detail.

THE 2004 PLAN

(i) Options

Income tax implications of a stock option grant

The award of a Symantec stock option is not a taxable event in France.

Income tax implications of a stock option exercise

On the date of exercise, the Grantee will be subject to income tax. The amount subject to tax as compensation income is the difference between the exercise price and the fair market value ("FMV") of the Shares on the date of exercise times the number of options exercised. The above is calculated in U.S. dollars.

For 2010, the maximum marginal income tax rate is 40%.

Social Taxes

On the date of exercise, the Grantee will be subject to social tax contributions, which apply at a maximum rate of approximately 23%, on the taxable amount as calculated above. In addition, the Grantee will also be subject to CSG of 7.5% and CRDS of 0.5% on 97% of his or her gross compensation plus the employer contributions to the supplementary retirement plan and private plans (health insurance, life insurance, incapacity, etc.).

If the Grantee's gross compensation exceeds €276,960 (2010), only the uncapped contributions are due on earnings over this amount (*i.e.*, 0.85% for sickness and 8% for CSG/CRDS taxes).

Tax implications on the sale of Shares acquired upon exercise of a stock option

The subsequent sale of Symantec stock may result in a capital gain or loss on the difference between the sales price and the FMV of the Shares at exercise. The above is calculated in US dollars.*

** Note that conversion of this amount into Euros for the purpose of reporting on the annual income tax return may result in a taxable gain or loss due to foreign exchange rate fluctuations.*

If the sales price of the Symantec stock on the day the Grantee sell it is greater than the FMV at the date of exercise, the Grantee will realize a capital gain. Any capital gain the Grantee realizes will be taxed at the rate of 30.1% (18% income tax plus 12.1% additional social taxes) if the Grantee's total (including his or her household) gross proceeds from the sale of securities during the relevant calendar year exceeds €25,830 (amount which is tax free in 2010). If the Grantee's (including his or her household) total gross proceeds from the sale of securities do not exceed €25,830, the Grantee will be subject to social taxes at a rate of 12.1% but not to income tax on any capital gain the Grantee realize. The capital gain is equal to the difference between the net sale price and the FMV of the Shares at exercise.

If the net sales price of the Symantec stock on the day the Grantee sells it is lower than the FMV of Symantec Stock at the date of exercise, the Grantee will realize a capital loss. The rules for offsetting capital losses, the personal income tax rate and social taxes were modified by a law dated December 24, 2009 and have not yet been commented on by the tax authorities. *The Grantee should review those rules with his or her personal tax advisor prior to filing Grantee's personal income tax return.*

Wealth Tax

Shares acquired under the 2004 Plan are included in the Grantee's personal estate and must be declared to the French tax authorities if the net taxable amount of the Grantee's (including his or her household's) taxable personal estate exceeds a certain amount for the calendar year (€790,000 for 2010), as valued on each January 1. Wealth tax is levied at rates of up to 1.8% (2010).

Withholding and Payment of Income and Social Tax

At the time of exercise, the taxable income will be subject to French social tax withholding obligations, including CSG and CRDS (no income tax withholding is required). The Grantee's employer is required to withhold and remit social tax to the appropriate tax authorities.

The Grantee is responsible for reporting and paying any income tax due with the submission of the Grantee's annual tax return, due by the end of May in the year following the year in which the income was earned. The Grantee's employer is not required to withhold income tax due on his or her compensation income.

Payment of capital gains tax is also the Grantee's responsibility.

Reporting

The Grantee must report the income and tax due in connection with the stock options on the Grantee's annual income tax return.

In addition, the Grantee's employer will report the stock option income to the French tax authorities on the Grantee's monthly payroll slip and on the annual declaration of compensation to the local income and social tax authorities.

When the Grantee sells the underlying stock, capital gains or losses must be reported in his or her annual tax return (Form 2074), due by the end of May in the year following the year in which the income was earned.

Note: the Grantee must report any foreign accounts held abroad (typically reported in an appendix to the annual tax return). The Grantee should consult with his or her legal advisor for further detail.

(ii) Qualified RSUs

Income tax implications of an RSU grant

The award of a Symantec RSU is not a taxable event in France.

Income tax implications at the date of vesting of the RSUs

The Grantee's RSUs are intended to be French tax-qualified grants eligible for favorable income tax and social tax treatment, provided that the conditions for qualified tax-preferential treatment under French tax law are met. As required by French tax law, the Grantee's RSUs will be subject to a minimum two-year vesting period and the Grantee is required to hold the Shares for an additional two years following the date of vesting. Therefore, provided these and other conditions of French law are met, **no taxable income** will arise at the time of vesting (i.e., no taxation occurs until the date of sale of Shares; see below).

Please note that Symantec does not assume any responsibility for maintaining the favorable tax and social tax treatment of RSUs granted to employees in France and there are certain circumstances (such as certain types of corporate transactions) that may result in loss of the favorable income tax and social tax treatment.

Social Taxes

Provided the RSUs meet all the conditions for qualified tax-preferential treatment under French tax law, **no social tax** will be due at the time of vesting.

Tax implications on the sale of Shares acquired following vesting

On the date of sale of the Shares, the gain is divided into two separate portions for tax purposes:

1. Gain at Vesting: For RSUs granted on or after October 16, 2007, the fair market value ("FMV") of the Shares (converted into Euros*) on the date of vesting is subject to tax as follows:

- At a 44.6% flat rate (i.e., 30% income tax plus 14.6% CSG, CDRS and social surtax),

Or,

- At progressive income tax rates up to 40% (for 2010 income), plus 14.6% CSG, CRDS and social surtax (i.e., as salary) if more advantageous for the taxpayer.

2. Gain at Sale: The sale of Symantec stock may result in a capital gain or loss on the difference between the sales price and the FMV of the Shares at the date of vesting. The above is calculated in US dollars.*

If the sales price of the Symantec stock on the day the Grantee sells it is *greater* than the FMV at the date of vesting, the Grantee will realize a capital gain. Any capital gain the Grantee realizes will be taxed at the rate of 30.1% (18% income tax plus 12.1% additional social taxes) if the Grantee's total (including his or her household) gross proceeds from the sale of securities during the relevant calendar year exceeds €25,830 (amount which is tax free in 2010). If the Grantee's (including his or her household) total gross

proceeds from the sale of securities do not exceed €25,830, the Grantee will be subject to social taxes at a rate of 12.1% but not to income tax on any capital gain the Grantee realizes. The capital gain is equal to the difference between the net sale price and the FMV of the Shares at vesting.

If the sales price of the Symantec stock on the day the Grantee sells it is lower than the FMV at the date of vesting he or she will realize a capital loss. The rules for offsetting capital losses, the personal income tax rate and social taxes were modified by a law dated December 24, 2009 and have not yet been commented on by the tax authorities. *The Grantee should review those rules with his or her personal tax advisor prior to filing the Grantee's personal income tax return.*

** Note that conversion of the sales price and of the FMV of the Shares into Euros for the purpose of reporting on the annual income tax return may result in a taxable gain or loss due to foreign exchange rate fluctuations.*

Wealth Tax

Shares acquired under the 2004 Plan are included in the Grantee's personal estate and must be declared to the French tax authorities if the net taxable amount of the Grantee's (including his or her household's) taxable personal estate exceeds a certain amount for the calendar year (€790,000 for 2010), as valued on each January 1. Wealth tax is levied at rates of up to 1.8% (2010).

Withholding and Payment of Income and Social Tax

Provided the Grantee's RSUs retain their favorable tax and social security status, under current laws, the Grantee's employer is not required to withhold income tax or social security contributions at vesting of his or her RSUs or at sale of the Shares underlying his or her RSUs.

The Grantee will be responsible for reporting any income realized from his or her RSUs and paying any taxes resulting from the sale of the Shares on his or her personal income tax and capital gain tax returns. The Grantee will not be required to make estimated tax payments or to remit any tax payment to the French tax authorities at any time prior to the time when the Grantee files his or her tax returns in the year following the year in which the Grantee sells his or her Shares.

Reporting

When the Grantee sells the underlying stock, capital gains or losses must be calculated (on the Form 2074) and reported in his or her annual tax return (Form 2042), due by the end of May in the year following the year in which the income was earned.

In addition, the Grantee's employer is required to report details of the vesting to the French social security administration in the year following the vesting of the RSUs.

Note: the Grantee must report any foreign accounts held abroad (typically reported in an appendix to the annual tax return). The Grantee should consult with his or her legal advisor for further detail.

12.3 Germany Tax Consequences

This summary has been prepared to provide Participating Employees and Grantees with an overview of the tax consequences of participation in the ESPP and the 2004 Plan with respect to stock options and restricted stock units ("RSUs").

This summary is based on the tax and other laws concerning stock purchase rights, stock options and RSUs in effect in Germany as of May 2010. Such laws are often complex and change frequently. As a result, the information contained in this summary may be out of date at the time Participating Employees and Grantees purchase or acquire Shares or sell Shares acquired under the ESPP or the 2004 Plan.

In addition, this summary applies only to employees of a Symantec affiliate or subsidiary who qualify as German tax residents from the date of grant through and including the date of sale of the underlying Shares. If a Participating Employee or Grantee is a citizen or resident of another country for local tax law purposes during the life of the award(s), or transferred employment after the Offering Date or grant date, as applicable, the income and social tax information below may not be applicable.

Furthermore, this information is general in nature and does not discuss all of the various laws, rules and regulations that may apply. It may not apply to a Participating Employee's or Grantee's particular tax or financial situation, and Symantec is not in a position to assure any particular tax result. **Accordingly, Participating Employees and Grantees are strongly advised to seek appropriate professional advice as to how the tax or other laws in Germany apply to their specific situation.**

THE ESPP

Income tax implications of the award of stock purchase rights

The award of Symantec stock purchase rights is not a taxable event in Germany.

Income tax implications on stock purchases under the ESPP

On the date of purchase, the Participating Employee will be subject to income and social tax. The amount subject to tax as compensation income is the difference between the purchase price and the fair market value ("FMV") of the Shares on the date of purchase times the total number of Shares purchased. The above is calculated in US dollars; for income and payroll tax purposes this benefit will be converted into Euros.

For 2010, the maximum marginal income tax rate is 45%. In addition, solidarity surcharge at 5.5% and church tax ranging between 8-9%* is levied on the amount of income tax due.

**The Participating Employee may be subject to church tax (the rate depends on the "Bundesland" in which he or she resides) if he or she is a registered member of a recognized church.*

Pursuant to Section 3 No. 39 and Section 19a of the German Income Tax Act, as applicable, a certain amount of the benefit per calendar year may be exempt from tax. The Participating Employee should consult with his or her professional tax advisor for further detail and to determine his or her eligibility.

Social Taxes

On the date of purchase, the Participating Employee will be subject to social tax contributions on the taxable amount as calculated above, at the following rates and subject to the following ceilings:

On total remuneration up to €66,000 (up to €55,800 for Eastern states):

- Old Age/Pension Insurance at 9.95%; and,
- Unemployment Insurance at 1.4%.

On total remuneration up to €45,000:

- Health Insurance at approximately 7.0% plus an additional 0.9% of salary; and,
- Home Care Insurance at 0.975%.

There is an additional home care surcharge of 0.25% for employees between the ages of 23 and 65 with no children.

Note: Different rates may apply for health insurance and home care if the Participating Employee has private coverage.

Tax implications on the sale of Shares acquired through the ESPP

The subsequent sale of Symantec stock may result in a capital gain or loss on the difference between the sales price and the FMV of the Shares at purchase. The above is calculated in US dollars.*

** Note that conversion of this amount into Euros for the purpose of reporting on the annual income tax return may result in a taxable capital gain or loss due to foreign exchange rate fluctuations.*

If the Participating Employee sells his or her Shares acquired at purchase after January 1, 2009, the Participating Employee will be subject to capital gains tax (plus solidarity surcharge and church tax, as applicable) upon the sale of Shares at a flat rate of 25%, provided the Participating Employee does not own at least one percent (1%) of Symantec's stated capital (and has not owned 1% or more at any time in the last five years), or has held the Shares as a business asset.

If the Participating Employee realizes a capital loss on Shares acquired on or after January 1, 2009, he or she can deduct the loss only from capital gains generated from the sale of Shares in the same calendar year or in subsequent calendar years. The loss cannot be deducted from other income from capital investments, such as, for example, dividend income or interest income, earned in the same calendar year or subsequent calendar years.

Withholding and Payment of Income and Social Tax

At the time of purchase, the taxable income will be subject to German withholding obligations on income tax, social taxes (subject to a ceiling) and other taxes as applicable. The employer is required to withhold and remit these amounts to the appropriate income and social tax authorities.

Payment of tax on capital gains is the Participating Employee's responsibility.

Reporting

The employer will report the ESPP income at purchase to the German tax authorities on the Participating Employee's wage tax card and will remit the taxes withheld to the appropriate income and social tax authorities.

The Participating Employee is also responsible for reporting his or her ESPP income at the time of purchase and any subsequent taxable income that he or she realizes from the sale of Shares on his or her annual personal tax return ("*Einkommensteuererklärung*") for the year in which he or she realizes such income. However, if the income from the sale of Shares was subject to flat rate taxation, it is exempted from the annual tax assessment. The Participating Employee's deadline for filing his or her tax return is May 31 of the calendar year following the calendar year in which the taxable event occurred. An extension of the deadline is granted automatically, if the tax return is prepared by a tax auditor. The Participating Employee should consult his or her personal tax advisor for further information on the filing obligation with respect to his or her personal annual tax return.

THE 2004 PLAN

(i) Options

Income tax implications of a stock option grant

The award of a Symantec stock option is not a taxable event in Germany.

Income tax implications of a stock option exercise

On the date of exercise, the Grantee will be subject to income tax. The amount subject to tax as compensation income is the difference between the exercise price and the fair market value ("FMV") of the Shares on the date of exercise times the total number of options exercised. The above is calculated in US dollars.

For 2010, the maximum marginal income tax rate is 45%. In addition, a solidarity surcharge of 5.5% and church tax ranging between 8% - 9%* are levied on the amount of tax due and will be assessed on the income tax amount.

**The Grantee may be subject to church tax (the rate depends on the "Bundesland" in which he or she resides) if he or she is a registered member of a recognized church.*

Pursuant to Section 3 No. 39 and Section 19a of the German Income Tax Act, as applicable, a certain amount of the benefit per calendar year may be exempt from tax. The Grantee should consult with his or her legal advisor for further detail and to determine his or her eligibility.

In addition, for stock options, provided the period between grant and exercise exceeds 12 months, the Grantee is not in the highest marginal income tax bracket and certain other conditions are met, it may be possible for the Grantee to spread the taxable option gain over several years. The Grantee should consult with a professional tax advisor for further detail and to determine his or her eligibility.

Social Taxes

On the date of exercise, the Grantee will be subject to social tax contributions on the taxable amount as calculated above, at the following rates and subject to the following ceilings:

On total remuneration up to €66,000 (up to €55,800 for Eastern states):

- Old Age/Pension Insurance at 9.95%; and,
- Unemployment Insurance at 1.4%.

On total remuneration up to €45,000:

- Health Insurance at approximately 7.0% plus an additional 0.9% of salary; and,
- Home Care Insurance at 0.975%.

There is an additional home care surcharge of 0.25% for employees between the ages of 23 and 65 with no children.

Note: Different rates may apply for health insurance and home care if the Grantee has private coverage.

Tax implications on the sale of Shares acquired upon exercise of a stock option

The subsequent sale of Symantec stock may result in a capital gain or loss on the difference between the sales price and the FMV of the Shares at exercise (less brokerage fees). The above is calculated in US dollars.*

** Note that conversion of this amount into Euros for the purpose of reporting on the annual income tax return may result in a taxable capital gain or loss due to foreign exchange rate fluctuations.*

If the Grantee sells his or her Shares acquired at exercise after January 1, 2009, the Grantee will be subject to capital gains tax (plus solidarity surcharge and church tax, as applicable) upon the sale of Shares at a flat rate of 25%, provided the Grantee does not own at least one percent (1%) of Symantec's stated capital (and has not owned 1% or more at any time in the last five years), or has held the Shares as a business asset.

If the Grantee realizes a capital loss on Shares acquired on or after January 1, 2009, he or she can deduct the loss only from capital gains generated from the sale of Shares in the same calendar year or in subsequent calendar years. The loss cannot be deducted from other income from capital investments, such as, for example, dividend income or interest income, earned in the same calendar year or subsequent calendar years.

Withholding and Payment of Income and Social Tax

At the time of exercise, the taxable income will be subject to German withholding obligations on income tax, social taxes (subject to a ceiling) and other taxes as applicable. The employer is required to withhold and remit these amounts to the appropriate income and social tax authorities.

Payment of tax on capital gains is the Grantee's responsibility.

Reporting

The employer will report the stock option income at exercise to the German tax authorities on the Grantee's wage tax card and will remit the taxes withheld to the appropriate income and social tax authorities.

The Grantee is also responsible for reporting his or her option income at the time of exercise and any subsequent taxable income that he or she realizes from the sale of Shares on his or her annual personal tax return ("*Einkommensteuererklärung*") for the year in which he or she realizes such income. However, if the income from the sale of Shares was subject to flat rate taxation, it is exempted from the annual tax assessment. The Grantee's deadline for filing his or her tax return is May 31 of the calendar year following the calendar year in which the taxable event occurred. An extension of the deadline is granted automatically, if the tax return is prepared by a tax auditor. The Grantee should consult his or her personal tax advisor for further information on the filing obligation with respect to his or her personal annual tax return.

(ii) RSUs

Income tax implications of an RSU grant

The award of a Symantec RSU is not a taxable event in Germany.

Income tax implications at the date of vesting of the RSUs

On the date of vesting, the Grantee will be subject to income tax. The amount subject to tax as compensation income is the fair market value ("FMV") of the Shares on the date of vesting times the total number of Shares received. The above is calculated in US dollars.

For 2010, the maximum marginal income tax rate is 45%. In addition, a solidarity surcharge of 5.5% and church tax ranging between 8% - 9%,* as applicable, will be assessed on the income tax amount.

**The Grantee may be subject to church tax (the rate depends on the "Bundesland" in which he or she resides) if he or she is a registered member of a recognized church.*

Social Taxes

On the date of vesting, the Grantee will be subject to social tax contributions on the taxable amount as calculated above, at the following rates and subject to the following ceilings:

On total remuneration up to €66,000 (up to €55,800 for Eastern states):

- Old Age/Pension Insurance at 9.95%; and,
- Unemployment Insurance at 1.4%.

On total remuneration up to €45,000:

- Health Insurance at approximately 7.0% plus an additional 0.9% of salary; and,
- Home Care Insurance at 0.975%.

There is an additional home care surcharge of 0.25% for employees between the ages of 23 and 65 with no children.

Note: Different rates may apply for health insurance and nursing care if the Grantee has private coverage.

Tax implications on the sale of Shares acquired following vesting

The subsequent sale of Symantec stock may result in a capital gain or loss on the difference between the sales price and the FMV of the Shares at the date of vesting (less brokerage fees). The above is calculated in US dollars.*

** Note that conversion of this amount into Euros for the purpose of reporting on the annual income tax return may result in a taxable gain or loss due to foreign exchange rate fluctuations.*

If the Grantee sells his or her Shares acquired at vesting after January 1, 2009, the Grantee will be subject to capital gains tax (plus solidarity surcharge and church tax, as applicable) upon the sale of Shares at a flat rate of 25%, provided the Grantee does not own at least one percent (1%) of Symantec's stated capital (and has not owned 1% or more at any time in the last five years), or has held the Shares as a business asset.

If the Grantee realizes a capital loss on Shares acquired on or after January 1, 2009, he or she can deduct the loss only from capital gains generated from the sale of Shares in the same calendar year or in subsequent calendar years. The loss cannot be deducted from other income from capital investments, such as, for example, dividend income or interest income, earned in the same calendar year or subsequent calendar years.

Withholding and Payment of Income and Social Tax

At the time of vesting, the taxable income will be subject to German withholding obligations on income tax, social taxes (subject to a ceiling), and other taxes as applicable. The employer is required to withhold and remit these amounts to the appropriate income and social tax authorities.

Payment of tax on capital gains is the Grantee's responsibility.

Reporting

The employer will report the RSU income at vesting to the German tax authorities on the Grantee's wage tax card and will remit the taxes withheld to the appropriate income and social tax authorities.

The Grantee is also responsible for reporting his or her RSU income at the time of vesting and any subsequent taxable income that he or she realizes from the sale of Shares on his or her annual personal tax return ("*Einkommensteuererklärung*") for the year in which he or she realizes such income. However, if the income from the sale of Shares was subject to flat rate taxation, it is exempted from the annual tax assessment. The Grantee's deadline for filing his or her tax return is May 31 of the calendar year following the calendar year in which the taxable event occurred. An extension of the deadline is granted automatically, if the tax return is prepared by a tax auditor. The Grantee should consult his or her personal tax advisor for further information on the filing obligation with respect to his or her personal annual tax return.

12.4 Ireland Tax Consequences

This summary has been prepared to provide Participating Employees and Grantees with an overview of the tax consequences of participation in the ESPP and the 2004 Plan with respect to stock options and restricted stock units ("RSUs").

This summary is based on the tax and other laws concerning stock purchase rights, stock options and RSUs in effect in Ireland as of May 2010. Such laws are often complex and change frequently. As a result, the information contained in this summary may be out of date at the time Participating Employees and Grantees purchase or acquire Shares or sell Shares acquired under the ESPP or the 2004 Plan.

In addition, this summary applies only to employees of a Symantec subsidiary who qualify as Irish tax residents from the date of grant through and including the date of sale of the underlying Shares. If a Participating Employee or Grantee is a citizen or resident of another country for local tax law purposes during the life of the award(s) or transferred employment after the Offering Date or grant date, the income and social tax information below may not be applicable.

Furthermore, this information is general in nature and does not discuss all of the various laws, rules and regulations that may apply. It may not apply to a Participating Employee's or Grantee's particular tax or financial situation, and Symantec is not in a position to assure any particular tax result. **Accordingly, Participating Employees and Grantees are strongly advised to seek appropriate professional advice as to how the tax or other laws in Ireland apply to their specific situation.**

THE ESPP

Income tax implications of the award of stock purchase rights

The award of Symantec stock purchase rights is not a taxable event in Ireland.

Income tax implications on stock purchases under the ESPP

On the date of purchase, the Participating Employee will be subject to income tax. The amount subject to tax as compensation income is the difference between the purchase price and the fair market value ("FMV") of the Shares on the date of purchase multiplied by the total number of Shares purchased. The above is calculated in US dollars.

For 2010, the maximum marginal income tax rate is 41%.

In addition, as of January 1, 2010, an "income levy" applies to the Participating Employee's gross income from all sources (including the benefit the Participating Employees receives upon purchase). Certain limited exceptions apply. The Participating Employee should consult his or her personal tax advisor for further details of the income levy.

Social Taxes

No social tax (neither PRSI nor health levy) will be due on the ESPP compensation income.

Tax implications on the sale of Shares acquired through the ESPP

The subsequent sale of Symantec stock may result in a capital gain or loss on the difference between the sales price and the FMV of the Shares at purchase. The above is calculated in US dollars.*

** Note that conversion of this amount into Euros (at the prevailing rate on the date of the transaction) for the purpose of reporting on the annual income tax return may result in a taxable gain or loss due to foreign exchange rate fluctuations.*

If the sales price of the Symantec stock on the day the Participating Employee sells it is greater than the FMV at the date of purchase, he or she will realize a capital gain. Capital gains are subject to tax at a flat rate of 25%. A nominal amount (€1,270) of annual total capital gains is exempt from tax.

The cost base of the Shares disposed of is calculated on a "First In, First Out" (the "FIFO") basis, which means that when the Participating Employee purchased/acquired Shares on different dates, and not all of those Shares are being sold, those Shares that were purchased on an earlier date are deemed to have been sold first.

If the sales price of the Symantec stock on the day the Participating Employee sells it is lower than the FMV at the date of purchase, he or she will realize a capital loss. Generally, capital losses may be offset against capital gains in the same year or carried forward to offset capital gains in future years. The Participating Employee should consult with a professional tax advisor for further detail.

Withholding and Payment of Income and Social Tax

The Participating Employee is responsible for reporting and paying any income tax due.

The Participating Employee is required to pay the income tax due to the Collector General within 30 days of the date of purchase, regardless of whether the Shares are retained or immediately sold. The tax payment must be accompanied by Form RTSO1, which requires details of the date of purchase, total amount of income gain and the total tax liability. In addition, the Participating Employee must include the purchase of Shares in his or her annual tax return, due by October 31st in the year following the tax year the Shares were purchased.

If the Participating Employee fails to pay the income tax by the due date, interest and penalties may apply.

The employer is not required to withhold taxes due on the Participating Employee's ESPP income.

The Participating Employee must pay any capital gains tax due on the sale of Shares to the Irish Collector General by December 15 during the tax year where the disposal takes place in the period from January 1 to November 30. Where the disposal takes place in December, the tax payment should be made by the following January 31. The Participating Employee should report the disposal of Shares on an annual tax return by October 31 following the end of the tax year in which the Shares are disposed.

Reporting

The Participating Employee must report the income and the tax due in connection with the stock purchase (see above).

In addition, the employer is required to report the details of any purchase rights offered or exercised by employees (including award date, purchase date, purchase price and FMV at the purchase date) to the Irish Revenue by March 31 of the tax year following the year in which the offer or purchase occurred, although for the 2009 tax year reporting, the deadline is July 9, 2010.

When the Participating Employee sells the underlying Shares, capital gains or losses must be reported in that year. Capital gains for a tax year must be reported by him or her in the tax return due in the year following the tax year.

Director Reporting Requirements

If the Participating Employee is a director, shadow director⁴ or secretary of an Irish subsidiary of Symantec, he or she is subject to certain notification requirements under the Companies Act 1990. Among these requirements is an obligation to notify the Irish subsidiary in writing when the Participating Employee acquires or disposes of an interest (e.g., purchase rights, Shares) in Symantec and advise them of the amount of Shares involved. Such notification must be made within five business days of acquiring or disposing of the interest, within five business days of becoming aware of the event giving rise to the notification requirement, or within five business days of becoming a director, shadow director or secretary if such an interest exists at the time. These notification requirements also apply to any rights or Shares acquired by the Participating Employee's spouse or child(ren) (under the age of 18).

THE 2004 PLAN

(i) Options

Income tax implications of a stock option grant

The award of a Symantec stock option is not a taxable event in Ireland.

Income tax implications of a stock option exercise

On the date of exercise, the Grantee will be subject to income tax. The amount subject to tax as compensation income is the difference between the exercise price and the fair market value ("FMV") of the Shares on the date of exercise multiplied by the total number of options exercised. The above is calculated in US dollars.

For 2010, the maximum marginal income tax rate is 41%.

In addition, as of January 1, 2009, an "income levy" applies to the Grantee's gross income from all sources (including the income at exercise). Certain limited exceptions apply. The Grantee should consult his or her personal tax advisor for further details of the income levy.

Social Taxes

No social tax (neither PRSI nor health levy) will be due on the stock option income.

Tax implications on the sale of Shares acquired upon exercise of a stock option

The subsequent sale of Symantec stock may result in a capital gain or loss on the difference between the sales price and the FMV of the Shares at exercise. The above is calculated in US dollars.*

⁴ A shadow director is an individual who is not on the board of directors of the Irish subsidiary but who has sufficient control so that the board of directors of the Irish subsidiary acts in accordance with the directions or instructions of the individual.

** Note that conversion of this amount into Euros (at the prevailing rate on the date of the transaction) for the purpose of reporting on the annual income tax return may result in a taxable gain or loss due to foreign exchange rate fluctuations.*

If the sales price of the Symantec stock on the day the Grantee sells it is greater than the FMV at the date of exercise, he or she will realize a capital gain. Capital gains are subject to tax at a flat rate of 25%. A nominal amount (€1,270) of annual total capital gains is exempt from tax.

The cost base of the Shares disposed of is calculated on a "First In, First Out" (the "FIFO") basis, which means that when the Grantee purchased/acquired Shares on different dates, and not all of those Shares are being sold, those Shares that were purchased on an earlier date are deemed to have been sold first.

If the sales price of the Symantec stock on the day the Grantee sells it is lower than the FMV at the date of exercise, he or she will realize a capital loss. Generally, capital losses may be offset against capital gains in the same year or carried forward to offset capital gains.

Withholding and Payment of Income and Social Tax

The Grantee is responsible for reporting and paying any income tax due.

The Grantee is required to pay the income tax due to the Collector General within 30 days of the stock option exercise, regardless of whether the Shares are retained or immediately sold. The tax payment must be accompanied by Form RTSO1, which requires details of the date of exercise, total amount of income gain and the total tax liability. In addition, the Grantee must include the income received upon exercise in his or her annual tax return, due by October 31 in the year following the tax year the options were exercised.

If the Grantee fails to pay the income tax by the due date, interest and penalties may apply.

The Grantee's employer is not required to withhold taxes due on the stock option income.

The Grantee must pay any capital gains tax due on the sale of Shares to the Irish Collector General by December 15 during the tax year where the disposal takes place in the period from January 1 to November 30. Where the disposal takes place in December, the tax payment should be made by the following January 31. The Grantee should report the disposal of Shares on an annual tax return by October 31 following the end of the tax year in which the Shares are disposed.

Reporting

The Grantee must report the income and the tax due in connection with the exercise of stock options (see above).

In addition, the Grantee's employer is required to report the details of options granted to or exercised by employees (including grant date, exercise date, option price and FMV at exercise date) to the Irish Revenue by March 31 of the tax year following the grant or exercise, although for the 2009 tax year reporting, the deadline is July 9, 2010.

When the Grantee sells the underlying stock, capital gains or losses must be reported in that year. Capital gains must be reported by the Grantee in the tax return due in the year following the year of taxable income (see above).

Director Reporting Requirements

If the Grantee is a director, shadow director⁵ or secretary of an Irish subsidiary of Symantec, he or she is subject to certain notification requirements under the Companies Act 1990. Among these requirements is an obligation to notify the Irish subsidiary in writing when the Grantee acquires or disposes of an interest (e.g., options, Shares) in Symantec and advise them of the amount of Shares involved. Such notification must be made within five business days of acquiring or disposing of the interest, within five business days of becoming aware of the event giving rise to the notification requirement, or within five business days of becoming a director, shadow director or secretary if such an interest exists at the time. These notification requirements also apply to any rights or Shares acquired by the Grantee's spouse or child(ren) (under the age of 18).

(ii) RSUs

Income tax implications of an RSU grant

The award of a Symantec RSU is not a taxable event in Ireland.

Income tax implications at the date of vesting of the RSUs

On the date of vesting, the Grantee will be subject to income tax. The amount subject to tax as compensation income is the fair market value ("FMV") of the Shares on the date of vesting times the total number of Shares received. The above is calculated in US dollars.

Social Taxes

On the date of vesting, the Grantee will be subject to income tax. The amount subject to tax as compensation income is the FMV of the Shares on the date of vesting times the total number of Shares received. The above is calculated in US dollars.

For 2010, the maximum marginal income tax rate is 41%.

In addition, as of January 1, 2009, an "income levy" applies to the Grantee's gross income from all sources (including the benefit). Certain limited exceptions apply. The Grantee should consult his or her personal tax advisor for further details of the income levy.

Tax implications on the sale of Shares acquired following vesting

The subsequent sale of Symantec stock may result in a capital gain or loss on the difference between the sales price and the FMV of the Shares at the date of vesting. The above is calculated in US dollars.*

** Note that conversion of this amount into Euros (at the prevailing rate on the date of the transaction) for the purpose of reporting on the annual income tax return may result in a taxable gain or loss due to foreign exchange rate fluctuations.*

If the sales price of the Symantec stock on the day the Grantee sells it is greater than the FMV at the date of vesting, he or she will realize a capital gain. Capital gains are subject to tax at a flat rate of 25%. A nominal amount (€1,270) of annual total capital gains is exempt from tax.

The cost base of the Shares disposed is calculated on a "First In, First Out" (the "FIFO") basis, which means that when the Participating Employee acquired Shares on different dates, and not all of those Shares are being sold, those Shares that were acquired on an earlier date are deemed to have been sold first.

⁵ A shadow director is an individual who is not on the board of directors of the Irish subsidiary but who has sufficient control so that the board of directors of the Irish subsidiary acts in accordance with the directions or instructions of the individual.

If the sales price of the Symantec stock on the day the Grantee sells it is lower than the FMV at the date of vesting, he or she will realize a capital loss. Generally, capital losses may be offset against capital gains in the same year or carried forward to offset capital gains in future years. The Grantee should consult with his or her tax advisor for further detail.

Withholding and Payment of Income and Social Tax

The Grantee is responsible for reporting and paying any income tax due.

The Grantee must include the income received upon vesting in his or her annual tax return, due by October 31 in the year following the end of the tax year in which the RSUs vest. However, the Grantee should also take account of this benefit as part of his or her preliminary tax obligations for the year of vesting, in respect of which the Grantee may be required to submit interim payments for any income received at vesting.

If the Grantee fails to pay the income tax by the due date, interest and penalties may apply.

The employer is not required to withhold taxes due on the Grantee's RSU income.

The Grantee must pay any capital gains tax due on the sale of Shares to the Irish Collector General by December 15 during the tax year where the disposal takes place in the period from January 1 to November 30. Where the disposal takes place in December, the tax payment should be made by the following January 31. The Grantee should report the disposal of Shares on an annual tax return by October 31 following the end of the tax year in which the Shares are disposed.

Reporting

The Grantee must report the income and the tax due in connection with the vesting of RSUs (see above).

In addition, the Grantee's employer is required to report the details of RSUs granted to or vested in by employees to the Irish Revenue by March 31 of the tax year following the grant or vesting, although for the 2009 tax year reporting, the deadline is July 9, 2010.

When the Grantee sells the underlying Shares, capital gains or losses must be reported in that year. Capital gains must be reported by the Grantee in the tax return due in the year following the year of taxable income (see above).

Director Reporting Requirements

If the Grantee is a director, shadow director⁶ or secretary of an Irish subsidiary of Symantec, he or she is subject to certain notification requirements under the Companies Act 1990. Among these requirements is an obligation to notify the Irish subsidiary in writing when the Grantee acquires or disposes of an interest (e.g., RSUs, Shares) in Symantec and advise them of the amount of Shares involved. Such notification must be made within five business days of acquiring or disposing of the interest, within five business days of becoming aware of the event giving rise to the notification requirement, or within five business days of becoming a director, shadow director or secretary if such an interest exists at the time. These notification requirements also apply to any rights or Shares acquired by the Grantee's spouse or child(ren) (under the age of 18).

⁶ A shadow director is an individual who is not on the board of directors of the Irish subsidiary but who has sufficient control so that the board of directors of the Irish subsidiary acts in accordance with the directions or instructions of the individual.

12.5 Italy Tax Consequences

This summary has been prepared to provide Participating Employees and Grantees with an overview of the tax consequences of participation in the ESPP and the 2004 Plan with respect to stock options and restricted stock units (“RSUs”).

This summary is based on the tax and other laws concerning stock purchase rights, stock options and RSUs in effect in Italy as of May 2010. Such laws are often complex and change frequently. As a result, the information contained in this summary may be out of date at the time Participating Employees and Grantees purchase or acquire Shares or sell Shares acquired under the ESPP or the 2004 Plan.

In addition, this summary applies only to employees of a Symantec affiliate or subsidiary who qualify as Italian tax residents from the date of grant through and including the date of sale of the underlying Shares. If a Participating Employee or Grantee is a citizen or resident of another country for local tax law purposes during the life of the award(s) or transferred employment after the Offering Date or grant date, the income and social tax information below may not be applicable.

Furthermore, this information is general in nature and does not discuss all of the various laws, rules and regulations that may apply. It may not apply to a Participating Employee's or Grantee's particular tax or financial situation, and Symantec is not in a position to assure any particular tax result. **Accordingly, Participating Employees and Grantees are strongly advised to seek appropriate professional advice as to how the tax or other laws in Italy apply to their specific situation.**

THE ESPP

Income tax implications of the award of stock purchase rights

The award of Symantec stock purchase rights is not a taxable event in Italy.

Income tax implications on stock purchases under the ESPP

On the date of purchase, the Participating Employee will be subject to income tax, and possibly social taxes to the extent his or her maximum contribution limit has not yet been reached. The amount subject to tax as compensation income is the difference between the purchase price and the fair market value (“FMV”)* of the Shares on the date of purchase, times the total number of Shares purchased.** The above is calculated in US dollars.

** Note that the FMV on the date of purchase is calculated in Italy as the average of the official prices (e.g., the closing prices) of the Shares in the month preceding and including the purchase date (the “Italian FMV”).*

***Because the ESPP is a broad-based program, the Participating Employee should be eligible for an exemption (from income tax and social insurance contributions) on the taxable income at purchase up to a threshold of €2,065 per year, provided that he or she does not sell the Shares for at least three years from the purchase date. Any benefit exceeding the €2,065 threshold will be treated as employment income and taxed as such in the year of purchase. If the Participating Employee sells the stock acquired under the ESPP before the three-year holding period expires, the previously tax-exempt amount will be taxed and subject to income tax and social insurance contributions in the year of sale. The Participating Employee should consult with his or her tax advisor for further detail.*

For 2010, income tax rates are progressive, ranging up to 43%. Additional regional and municipal taxes may apply depending on the Participating Employee's location; the Participating Employee should consult with his or her tax advisor regarding applicable rates in his or her area.

Social Taxes

It is unclear whether the Participating Employee will be subject to social insurance contributions on the benefit exceeding the €2,065 threshold. The Participating Employee should consult his or her personal

tax advisor regarding his or her social insurance liability if the Participating Employee's benefit exceeds the exempt amount.

If the Participating Employee is subject to social insurance contributions, rates are between 9% and 10.49% (wage ceilings exist for particular categories of employees). "Managers" (as defined in Italy) are required to make contributions to additional funds.

If the Participating Employee sells the Shares within three years of the purchase date, any amount of the taxable income at purchase that was previously considered exempt from social insurance contributions will become subject to social insurance contributions in the year of sale.

Tax implications on the sale of Shares acquired through the ESPP

Stock held more than three years:

When the Participating Employee sells Shares purchased under the ESPP that he or she has held for more than three years, and the Italian FMV of Symantec's stock on the day he or she sells it is greater than his or her cost basis, he or she will realize a capital gain. His or her cost basis is the amount the Participating Employee paid for the Shares, plus any compensation income he or she recognized at the time of purchase (*i.e.*, any amount subject to taxation at purchase). The Participating Employee will be subject to capital gains tax at a rate of 12.5% (provided that the stock sold represents less than 2% of the voting rights or less than 5% of the outstanding Shares of Symantec's stock, *i.e.*, a "non-qualified" shareholding).

In the case of stock that was partially exempted from income tax at purchase (*i.e.*, where the taxable income at purchase exceeded €2,065), the taxable capital gain is the difference between the sale price and the sum of the purchase price and the amount subject to taxation as employment income at purchase.

Stock held less than three years:

If the Participating Employee sells his or her Shares and has not held the Shares for more than three years, any amount of the difference between the Italian FMV of the Shares on the purchase date and the purchase price of the stock that was previously exempt from tax at purchase will now be considered compensation income and will be subject to income tax at the Participating Employee's marginal rates and social insurance contributions.

If the Participating Employee does not hold the Shares for more than three years after he or she purchased them, he or she must report the sale to the employer as the employer will need to withhold taxes and social insurance contributions on the amount that was previously considered tax exempt. If the Participating Employee does not report the sale of Shares that occurs within three years of the purchase date to the employer, it is his or her responsibility to report the compensation income on his or her tax return and pay the taxes and social insurance contributions due at that time.

Any difference between the market price on the day the Participating Employee sells the Shares and the Italian FMV of the Shares on the day he or she purchased the stock will be considered a capital gain or loss and treated accordingly.

Alternative Tax Regimes for Non-qualified Stock Sales

If the stock the Participating Employee sells constitutes a non-qualified shareholding (as defined above), he or she may also elect to be taxed under one of two alternative tax regimes (described below), which are designed to preserve the anonymity of the securities owner. To be eligible for either of these methods, the Participating Employee must transfer his or her stock certificates from the U.S. to the custody of a broker authorized by the Italian Ministry of Finance.

1. Administrative Savings Method

Under the administered savings method, the Participating Employee deposits stock with an authorized broker, but retains the right to make investment decisions. Under this method, a 12.5% flat withholding tax is levied on the capital gain for each transaction. The gain is calculated using the same method described above for shareholdings. Under this method, the Participating Employee's broker pays the tax at the time of the transaction, so that capital gain is not included on his or her annual tax return.

2. Managed Savings Method

Under the managed savings method, the Participating Employee deposits stock with an authorized broker and leaves the administration and investment decisions to the broker. In this case, the 12.5% flat withholding tax is levied not on the capital gain actually realized through the sale of the stock but on the net result of the investment portfolio at the end of the year and the value of the portfolio at the beginning of the year, subject to some adjustment. Once again, the broker pays the tax at the end of the year and it is not included on the Participating Employee's individual tax return.

Capital Loss

If the Participating Employee sells his or her stock purchased under the ESPP and the Italian FMV of Symantec's stock on the day he or she sells it is lower than his or her cost basis, he or she will realize a capital loss. The Participating Employee may deduct this capital loss from capital gains derived from the sale of the stock in the same year, or carry it forward for four years. The Participating Employee may also subtract any expenses incurred to produce the gain, except interest, and losses from the sale of any other non-qualified shareholding or capital investments.

The above is calculated in US dollars.*

** Note that conversion of this amount into Euros for the purpose of reporting on the annual income tax return may result in a taxable gain or loss due to foreign exchange rate fluctuations.*

Withholding and Payment of Income and Social Tax

At the time of purchase, the employer will withhold income tax and may withhold social insurance contributions (to the extent the Participating Employee's income has not exceeded the applicable contribution ceiling and to the extent the taxable income exceeds the €2,065 threshold). Should there be a difference between the Participating Employee's actual tax liability and the amount withheld, the tax office may assess additional taxes after review of the Participating Employee's annual tax return.

Unless the Participating Employee deposits the Shares with an authorized broker as described above, it is his or her responsibility to report and pay any capital gains tax due as a result of the sale of the Shares when he or she submits his or her annual tax return.

Reporting

The Participating Employee must report any taxable income arising at purchase on his or her personal income tax return for the year in which the income arises. The employer will also report any taxable ESPP income at purchase to the tax authorities.

In addition, unless the Participating Employee deposits the Shares with an authorized broker as described above, he or she must report any capital gains (or losses) on his or her annual tax return and pay the applicable capital gains tax with his or her personal income tax.

As noted above, if the Participating Employee sells his or her Shares within three years of the date of purchase, he or she must report the sale to the employer. If the Participating Employee does not report

this sale to the employer, it is his or her responsibility to pay any taxes due on the amount of compensation income that was previously exempt from tax.

Note: If the Participating Employee transfers funds to or from Italy in excess of €10,000 or the equivalent amount in U.S. dollars per year, the Italian bank through which the transfer is made will report the transfer to the Italian authorities. If the Participating Employee transfers the funds without the involvement of an Italian bank, he or she is required to report this information to the Italian tax authorities on his or her annual tax return (Form UNICO, Schedule RW) or on a special form if no tax return is due. The Participating Employee should consult with his or her legal advisor for further detail.

THE 2004 PLAN

(i) Options

Income tax implications of a stock option grant

The award of a Symantec stock option is not a taxable event in Italy.

Income tax implications of a stock option exercise

Due to legal restrictions in Italy, the Grantee will be restricted to the cashless sell-all method of exercise, whereby all of the Shares acquired upon exercise will be immediately sold and he or she will receive only the cash sale proceeds, less the exercise price, taxes and any broker's fees.

Thus, when the Grantee exercises the options, he or she will be subject to income tax on the date of exercise. The amount subject to tax as compensation income is the difference between the exercise price and the Italian FMV* of the Shares on the date of exercise, multiplied by the total number of options exercised. The above is calculated in US dollars.

** Note that the FMV at the date of exercise is calculated in Italy as the average of the official prices (e.g., the closing prices) of the Shares in the month preceding and including the exercise date (the "Italian FMV").*

For 2010, the maximum marginal income tax rate is 43%. Regional and municipal taxes may also apply depending on the Grantee's location.

Social Taxes

Social taxes are no longer due on stock option awards in Italy.

Tax implications on the sale of Shares acquired upon exercise of a stock option

Due to the cashless sell-all restriction, all of the Grantee's Shares acquired upon exercise will be immediately sold.

If the sale price on the date of exercise/sale is greater than the Italian FMV of the Shares (calculated as described above), the Grantee will be subject to capital gains tax on the difference between the sale price and the Italian FMV. The capital gain realized will be subject to tax at rate of 12.5%, provided that the Shares sold represent less than 2% of the voting rights (or less than 5% of the outstanding Shares) of Symantec's stock (i.e., a "non-qualified shareholding").

If the sale price on the date of exercise/sale is lower than the Italian FMV of the Shares, the Grantee will realize a capital loss. The Grantee may deduct the capital loss from his or her capital gains. Any unused capital losses may be carried forward for four years.

The above is calculated in US dollars.*

** Note that conversion of this amount into Euros for the purpose of reporting on the annual income tax return may result in a taxable gain or loss due to foreign exchange rate fluctuations.*

Withholding and Payment of Income and Social Tax

At the time of exercise, the employer will withhold income tax. Should there be a difference between the actual tax liability and the amount withheld, the tax office may assess additional taxes after review of the Grantee's annual tax return.

It is the Grantee's responsibility to report and pay any capital gains tax due as a result of the exercise/sale when he or she submits his or her personal annual tax return.

Reporting

The Grantee must report any taxable stock option income arising at exercise/sale on his or her personal income tax return for the year in which the income arises. The employer will also report any taxable stock option income at exercise to the tax authorities.

Note: If the Grantee transfers funds to or from Italy in excess of €10,000 or the equivalent amount in U.S. dollars per year, the Italian bank through which the transfer is made will report the transfer to the Italian authorities. If the Grantee transfers the funds without the involvement of an Italian bank, he or she is required to report this information to the Italian tax authorities on his or her annual tax return (Form UNICO, Schedule RW) or on a special form if no tax return is due. The Grantee should consult with his or her legal advisor for further detail.

(ii) RSUs

Income tax implications of a RSU grant

The award of a Symantec RSU is not a taxable event in Italy.

Income tax implications at the date of vesting of the RSUs

The Grantee will be subject to income tax on the date of vesting. The amount subject to tax as compensation income is the Italian FMV* of the Shares on the date of vesting multiplied by the total number of Shares received. The above is calculated in US dollars.

** Note that the FMV at the date of vesting is calculated in Italy as the average of the official prices (e.g., the closing prices) of the Shares in the month preceding and including the exercise date (the "Italian FMV").*

For 2010, the maximum marginal income tax rate is 43%. Regional and municipal taxes may also apply depending on the Grantee's location.

Social Taxes

On the date of vesting, the Grantee likely will not be subject to social insurance contributions.

Tax implications on the sale of Shares acquired following vesting

The subsequent sale of Symantec stock may result in a capital gain or loss on the difference between the sales price and the FMV at vesting. The above is calculated in US dollars.*

** Note that conversion of this amount into Euros for the purpose of reporting on the annual income tax return may result in a taxable gain or loss due to foreign exchange rate fluctuations.*

If the sales price of the Symantec stock on the day the Grantee sells it is greater than the Italian FMV of the Shares (calculated as described above), the Grantee will be subject to capital gains tax on the difference between the sale price and the Italian FMV. The capital gain realized will be subject to tax at rate of 12.5%, provided that the Shares sold represent less than 2% of the voting rights (or less than 5% of the outstanding Shares) of Symantec's stock (*i.e.*, a "non-qualified shareholding").

If the sales price of the Symantec stock on the day the Grantee sells it is lower than the Italian FMV of the Shares at the date of vesting, the Grantee will realize a capital loss. The Grantee may deduct the capital loss from his or her capital gains. Any unused capital losses may be carried forward for four years.

In calculating capital gains tax, the Grantee may subtract any expenses incurred to produce the gain, except interest, and losses from the sale of any other non-qualified shareholdings if he or she sells a non-qualified shareholding (or from the sale of any other qualified shareholding if he or she sells a qualified shareholding) or from the sale of other capital investments.

If the stock the Grantee sells constitutes a non-qualified shareholding (as defined above), he or she may also elect to be taxed under one of two alternative tax regimes (described below), which are designed to preserve the anonymity of the securities owner. To be eligible for either of these methods, the Grantee must transfer his or her stock certificates from the U.S. to the custody of a broker authorized by the Italian Ministry of Finance.

1. Administrative Savings Method

Under the administered savings method, the Grantee deposits stock with an authorized broker, but retains the right to make investment decisions. Under this method, a 12.5% flat withholding tax is levied on the capital gain for each transaction. The gain is calculated using the same method described above for shareholdings. Under this method, the Grantee's broker pays the tax at the time of the transaction, so that capital gain is not included on his or her annual tax return.

2. Managed Savings Method

Under the managed savings method, the Grantee deposits stock with an authorized broker and leaves the administration and investment decisions to the broker. In this case, the 12.5% flat withholding tax is levied not on the capital gain actually realized through the sale of the stock but on the net result of the investment portfolio at the end of the year and the value of the portfolio at the beginning of the year, subject to some adjustment. Once again, the broker pays the tax at the end of the year and it is not included on the Grantee's individual tax return.

Withholding and Payment of Income and Social Tax

At the time of vesting, the employer will withhold income tax. Should there be a difference between the actual tax liability and the amount withheld, the tax office may assess additional taxes after review of the Grantee's annual tax return.

Unless the Grantee deposits the Shares with an authorized broker as described above, it is the Grantee's responsibility to report and pay any capital gains tax due as a result of the sale of the Shares when he or she submits his or her annual tax return.

Reporting

The Grantee must report any taxable RSU income arising at vesting of the RSUs on his or her personal income tax return for the year in which the income arises. The employer will also report any taxable RSU income at vesting to the tax authorities.

In addition, unless the Grantee deposits the Shares with an authorized broker as described above, he or she must report any capital gains (or losses) on his or her annual tax return and pay the applicable capital gains tax with his or her personal income tax.

Note: If the Grantee transfers funds to or from Italy in excess of €10,000 or the equivalent amount in U.S. dollars per year, the Italian bank through which the transfer is made will report the transfer to the Italian authorities. If the Grantee transfers the funds without the involvement of an Italian bank, he or she is required to report this information to the Italian tax authorities on his or her annual tax return (Form UNICO, Schedule RW) or on a special form if no tax return is due. The Grantee should consult with his or her legal advisor for further detail.

12.6 United Kingdom Tax Consequences

This summary has been prepared to provide Participating Employees and Grantees with an overview of the tax consequences of participation in the ESPP and the 2004 Plan with respect to stock options and restricted stock units ("RSUs").

This summary is based on the tax and other laws concerning stock purchase rights, stock options and RSUs in effect in the United Kingdom (the "UK") as of May 2010. Such laws are often complex and change frequently. As a result, the information contained in this summary may be out of date at the time Participating Employees and Grantees purchase or acquire Shares or sell Shares acquired under the ESPP or the 2004 Plan.

In addition, this summary applies only to employees of a Symantec affiliate or subsidiary, who qualify as resident, ordinarily resident and domiciled in the UK from the date of grant through and including the date of sale of the underlying Shares. If the Participating Employee or Grantee is a citizen or resident of another country for local tax law purposes, if they are not treated as resident, ordinarily resident and domiciled in the UK during the life of the award(s), or the Participating Employee or Grantee transferred employment after the Offering Date or grant date, the income and social tax information below may not be applicable. Furthermore, this information is general in nature and does not discuss all of the various laws, rules and regulations that may apply. It may not apply to a Participating Employee's or Grantee's particular tax or financial situation, and Symantec is not in a position to assure any particular tax result. **Accordingly, Participating Employees and Grantees are strongly advised to seek appropriate professional advice as to how the tax or other laws in the UK apply to their specific situation.**

THE ESPP

Income tax implications of the award of stock purchase rights

The award of Symantec stock purchase rights is not a taxable event in the UK.

Income tax implications on stock purchases under the ESPP

At purchase, the Participating Employee will be subject to income tax, and social taxes (National Insurance Contributions, or "NICs"). The amount subject to tax as compensation income is the difference (or discount) between the purchase price and the fair market value ("FMV") of the Shares at purchase multiplied by the total number of Shares purchased. The above is calculated in US dollars.

The income tax rates on compensation income range up to and including 50% (for the 2010/2011 tax year).

Social Taxes - NICs

At purchase, the Participating Employee will be liable for NICs on his or her ESPP income. The employee portion of the NICs is assessed at a rate of 11% on employment income between £110 and

£884 per week for the tax year 6 April 2010 to 5 April 2011. If the Participating Employee's income exceeds this limit, NICs are imposed at the rate of 1% (uncapped).

Tax implications on the sale of Shares acquired through the ESPP

The subsequent sale of Symantec stock may result in a capital gain or loss, on the difference between the sales price and the FMV of the Shares at purchase. The above is calculated in US dollars.*

** Note that conversion of this amount to British Pounds for the purpose of reporting on the Participating Employee's Self-Assessment Return may result in a taxable gain or loss due to foreign exchange rate fluctuations.*

If the sales price of the Symantec stock on the day the Participating Employee sells it is greater than the FMV at purchase, he or she will realize an additional gain. This is called "capital gain." The first £10,100 (for the 2010/2011 tax year) of realized capital gains per tax year is exempt from taxation.

Taper relief was abolished on 6 April 2008 and any capital gain will be subject to tax at a flat rate of 18%.

If the sales price of the Symantec stock on the day the Participating Employee sells it is lower than the FMV at the date of purchase, he or she will realize a loss. This loss is called "capital loss." The Participating Employee may deduct his or her capital loss from his or her capital gains in the same tax year, thus lowering his or her overall capital gains tax. Any unused capital losses may be carried forward to future years (unlimited). The Participating Employee is not able to use a capital loss to reduce his or her capital gains from a previous tax year. He or she must notify the UK tax authorities of his or her capital losses on his or her personal UK self-assessment tax return.

Share Identification Rules

If the Participating Employee acquires other Shares in Symantec, he or she will need to take into account the share identification rules in calculating his or her capital gains tax liability.

From 6 April 2008, all Shares of the same class, whether acquired pursuant to the ESPP or otherwise, will be treated as forming a single asset (a "section 104 holding" or share pool), regardless of when the Participating Employee originally acquired them. The base cost will then be calculated on a pro-rata basis. One exception to this is that any Shares acquired on the same day as the sale of any Shares, and those acquired within the following 30 days, will be treated as having been disposed of first.

Participating Employees should note that the share identification rules were more complex prior to 6 April 2008 and they are advised to seek personal tax advice in relation to such disposals.

Withholding and Payment of Income and Social Tax

The employer will withhold the Participating Employee's income tax and NICs obligations at purchase, or his or her payroll contact will ask him or her to pay the taxes due on the ESPP income to the employer. If the Participating Employee's monthly salary (or other payments for that month) is less than the tax he or she is required to pay, the employer must nevertheless remit the tax to HM Revenue & Customs and the Participating Employee must reimburse any amount of outstanding tax to the employer within 90 days of purchase. If the Participating Employee does not reimburse his or her employer within this time, the outstanding tax will itself be treated as a benefit in kind, and he or she will have to pay further income tax and NICs on it as a result. The employer is not required to withhold tax on the benefit in kind, and the Participating Employee must report the benefit in his or her self-assessment tax return for the year in which the liability occurs and pay any applicable tax.

The Participating Employee will be responsible for paying any tax due as a result of the sale of Shares.

Reporting

The employer is required to report the details of the grant, the purchase of Shares and the tax withheld on its annual tax return.

When the Participating Employee purchases stock under the ESPP, he or she must report the ESPP income and tax due (if any) in his or her Self-Assessment Return for that tax year. This should match the amount reported by the employer on his or her P60 for that year.

When the Participating Employee sells the underlying stock, capital gains or losses must typically be reported in that year. The Participating Employee must include his or her capital gain in his or her Self-Assessment Return for the tax year in which he or she disposes of the Shares.

THE 2004 PLAN

(i) Options

Income tax implications of a stock option grant

The award of a Symantec stock option is not a taxable event in the UK.

Income tax implications of a stock option exercise

Non-Approved Options:

On the date of exercise, the Grantee will be subject to income tax and NICs on the difference (i.e., the spread) between the exercise price and the fair market value ("FMV") of the Shares on the date of exercise multiplied by the total number of options exercised. The above is calculated in US dollars.

Approved Options:

If the Grantee's options were granted under the UK subplan, he or she will not be subject to income tax or NICs at exercise if (i) he or she exercises the options on or after the third anniversary of the date of grant; or, if earlier, (ii) he or she exercises the options within six months of termination of his or her employment due to injury, disability, redundancy or qualifying retirement.

The income tax rates on compensation income range up to and including 50% (for the 2010/2011 tax year).

Social Taxes – NICs

Non-Approved Options:

For the grant of non-approved stock options after 5 April 1999:

At exercise, the Grantee will be liable for NICs on his or her option income. The employee portion of NICs is assessed at a rate of 11% on employment income between £110 and £884 per week for the UK tax year 6 April 2010 to 5 April 2011. If the Grantee's income exceeds this limit, NICs are imposed at the rate of 1% (uncapped).

For non-approved stock options granted on or before 5 April 1999:

No employee NICs are due upon exercise of the options.

Approved Options:

The Grantee will not be liable to pay any NICs at exercise, provided he or she meets the holding periods described in “Income tax implications of a stock option exercise” above. If the Grantee exercises the options outside these periods, he or she will be liable to pay NICs as described for non-approved options granted after 5 April, 1999.

See also below under “Employer Social Taxes.”

Tax implications on the sale of Shares acquired upon exercise of a stock option

Non-Approved Options:

The subsequent sale of Symantec stock may result in a capital gain or loss, on the difference between the sales price and the FMV of the Shares at exercise. The above is calculated in US dollars.*

** Note that conversion of this amount to British Pounds for the purpose of reporting on the annual income tax return may result in a taxable gain or loss due to foreign exchange rate fluctuations.*

If the sales price of the Symantec stock on the day the Grantee sells it is greater than the FMV at the date of exercise, he or she will realize an additional gain. This is called “capital gain.” The first £10,100 (for the 2010/2011 tax year) of realized capital gains per tax year is exempt from taxation.

Taper relief was abolished on 6 April 2008 and any capital gain will be subject to tax at a flat rate of 18%.

If the sales price of the Symantec stock on the day the Grantee sells it is lower than the FMV at exercise, he or she will realize a loss. This loss is called “capital loss.” The Grantee may deduct the capital loss from his or her capital gains in the same tax year, thus lowering his or her overall capital gains tax. Any unused capital losses may be carried forward to future years (unlimited). The Grantee is not able to use a capital loss to reduce his or her capital gains from a previous tax year. The Grantee must notify the UK tax authorities of the capital losses on his or her personal UK self-assessment tax return.

Approved Options:

At the date of sale (provided the Grantee met the holding periods described in “Income tax implications of a stock option exercise” above) the difference between the sales price and the exercise price will be taxed as capital gains. The first £10,100 (for the 2010/2011 tax year) of realized capital gains per tax year is exempt from taxation. Taper relief was abolished on 6 April 2008 and any capital gain will be subject to tax at a flat rate of 18%. (If the Grantee exercises the options outside the prescribed periods, he or she will be taxed at the date of sale in a manner similar to that described for non-approved options.)

Share Identification Rules

If the Grantee acquires other Shares in Symantec, he or she will need to take into account the share identification rules in calculating any capital gains tax liability.

From 6 April 2008, all Shares of the same class, whether acquired pursuant to the Plans or otherwise, will be treated as forming a single asset (a “section 104 holding” or share pool), regardless of when the Grantee originally acquired them. The base cost will then be calculated on a pro-rata basis. One exception to this is that any Shares acquired on the same day as the sale of any Shares, and those acquired within the following 30 days, will be treated as having been disposed of first.

The Grantee should note that the share identification rules were more complex prior to 6 April 2008 and he or she is advised to seek personal tax advice in relation to such disposals.

Withholding and Payment of Income and Social Tax

Non-Approved Options:

The employer will withhold the Grantee's income tax and NICs obligations at exercise, or his or her payroll contact will ask the Grantee to pay the taxes due on the stock option compensation income to the employer. If the Grantee's monthly salary (or other payments for that month) is less than the tax he or she is required to pay, the employer must nevertheless remit this tax to HM Revenue & Customs and the Grantee must reimburse any amount of outstanding tax to the employer within 90 days of exercise. If the Grantee does not reimburse the employer within this time, the outstanding tax will itself be treated as a benefit in kind, and he or she will have to pay further income tax and NICs on it as a result. The employer is not required to withhold income tax on the benefit in kind, and the Grantee must report the benefit in his or her self-assessment tax return for the year in which the liability occurs and pay any applicable tax.

The Grantee will be responsible for paying any tax due as a result of the sale of Shares.

Approved Options:

The employer is not required to withhold any tax at exercise of the Grantee's approved options, provided the Grantee met the holding periods described in "Income tax implications of a stock option exercise" above. Payments of tax on capital gains are the Grantee's responsibility. However, if the Grantee exercises the options outside the prescribed periods, income tax and NICs will be withheld as described for Non-Approved Options.

Reporting

The employer is required to report the grant and exercise of the Grantee's options, the acquisition of Shares and the tax withheld on its annual tax return.

When the Grantee exercises options, he or she must report the stock option income and tax due (if any) in his or her tax return for that tax year. This should match the amount reported by the employer on the Grantee's P60 for that year.

When the Grantee sells the underlying Shares, capital gains or losses must typically be reported in that year. The Grantee must include the capital gain in his or her personal income tax return for the tax year in which he or she disposes of the Shares.

Employer Social Taxes

At the time of grant and as per the terms of the Grantee's stock option agreement, if the Grantee entered into a Joint Election to assume employer NICs liability (if any), in addition to his or her normal employee NICs (if any), the Grantee will be required to pay any additional employer NICs due on the exercise of the option. This additional NICs liability is payable on the spread at exercise, to the extent that the earnings for the tax month in which the exercise occurs are in excess of £110 (for the 2010/2011 tax year). The rate of employer NICs is 12.8% (2010/2011).

Note: Employer NICs will only be payable on the exercise of Non-Approved Options granted after 5 April, 1999 or on the exercise of Approved Options where an income tax liability arises on exercise.

This additional employer NICs is deductible on the Grantee's personal tax return and will reduce his or her taxable income for income tax purposes.

(ii) RSUs

Income tax implications of a RSU grant

The award of a Symantec RSU is not a taxable event in the UK.

Income tax implications at the date of vesting of the RSUs

At vesting, the Grantee will be subject to income tax. The amount subject to tax as compensation income is the fair market value ("FMV") of the Shares on the date of vesting multiplied by the total number of Shares received. The above is calculated in US dollars.

The income tax rates on compensation income range up to 50% (for the 2010/2011 tax year).

Social Taxes - NICs

At vesting, the Grantee will be subject to social taxes (National Insurance Contributions, or "NICs").

The following rates apply for the 2010/2011 tax year: The FMV of the Shares on vesting will be treated as earnings for the tax month in which the RSUs vest. Employee NICs are due at a rate of 11% on the Grantee's total monthly income (including all other earnings for the period) between the threshold of £110 per week, and the upper earnings limit of £884 per week. In addition there is an uncapped employee NICs charge of 1% on any earnings above £884 per week. To clarify, the additional 1% charge only applies to the earnings above the £884 weekly limit.

Tax implications on the sale of Shares acquired following vesting

The subsequent sale of Symantec stock may result in a capital gain or loss, on the difference between the sales price and the FMV of the Shares at vesting. The above is calculated in US dollars.*

** Note that conversion of this amount to British Pounds for the purpose of reporting on the annual income tax return may result in a taxable gain or loss due to foreign exchange rate fluctuations.*

If the sales price of the Symantec stock on the day the Grantee sells it is greater than the FMV at vesting, he or she will realize an additional gain. This is called "capital gain." The first £10,100 (for the 2010/2011 tax year) of realized capital gains per tax year is exempt from taxation.

Taper relief was abolished on 6 April 2008 and any capital gain will be subject to tax at a flat rate of 18%.

If the sales price of the Symantec stock on the day the Grantee sells it is lower than the FMV at vesting, he or she will realize a loss. This loss is called "capital loss." The Grantee may deduct the capital loss from his or her capital gains in the same tax year, thus lowering his or her overall capital gains tax. Any unused capital losses may be carried forward to future years (unlimited). The Grantee is not able to use a capital loss to reduce his or her capital gains from a previous tax year. The Grantee must notify the UK tax authorities of his or her capital losses on his or her personal UK self-assessment tax return.

Share Identification Rules

If the Grantee acquires other Shares in Symantec, he or she will need to take into account the share identification rules in calculating his or her capital gains tax liability.

From 6 April 2008, all Shares of the same class, whether acquired pursuant to the Plan or otherwise, will be treated as forming a single asset (a "section 104 holding" or share pool), regardless of when the Grantee originally acquired them. The base cost will then be calculated on a pro-rata basis. One

exception to this is that any Shares acquired on the same day as the sale of any Shares, and those acquired within the following 30 days, will be treated as having been disposed of first.

The Grantee should note that the share identification rules were more complex prior to 6 April 2008 and he or she is advised to seek personal tax advice in relation to such disposals.

Withholding and Payment of Income and Social Tax

The employer will withhold the Grantee's income tax and NICs obligations at vesting, or his or her payroll contact will ask the Grantee to pay the taxes due on the RSU income to the employer. If the Grantee's monthly salary (or other payments for that month) is less than the tax he or she is required to pay, the employer must nevertheless remit this tax to the HMRC and the Grantee must reimburse any amount of outstanding tax to the employer within 90 days of vesting. If the Grantee does not reimburse the employer within this time, the outstanding tax will itself be treated as a benefit in kind, and the Grantee will have to pay further income tax and NICs on it as a result. The employer is not required to withhold income tax on the benefit in kind, and the Grantee must report the benefit in his or her self-assessment tax return for the year in which the liability occurs and pay any applicable tax.

The Grantee will be responsible for paying any tax due as a result of the sale of Shares.

Reporting

The employer is required to report the grant and vesting of the Grantee's RSUs, the acquisition of Shares and the tax withheld on its annual tax return.

At vesting of the RSUs, the Grantee must report the income and tax due (if any) in his or her tax return for that tax year. This should match the amount reported by the employer on the Grantee's P60 for that year.

When the Grantee sells the underlying Shares, capital gains or losses must be reported in that year. The Grantee must typically include his or her capital gain in his or her personal income tax return for the tax year in which he or she disposes of the Shares.

Employer Social Taxes

At the time of grant and as per the terms of the RSU agreement, if the Grantee entered into a Joint Election to assume employer NICs liability (if any), in addition to his or her normal employee NICs (if any) he or she will be required to pay the additional employer NICs due on the vesting of the RSUs. This additional NICs liability is payable on the FMV of the Shares at vesting, to the extent that the earnings for the tax month are in excess of £110 (for the 2010/2011 tax year). The rate of employer NICs is 12.8% (2010/2011).

This additional employer NICs is deductible on the Grantee's personal tax return and will reduce his or her taxable income for income tax purposes.

EXHIBITS

EXHIBIT I

SYMANTEC CORPORATION 2008 EMPLOYEE STOCK PURCHASE PLAN

SYMANTEC CORPORATION
2008 EMPLOYEE STOCK PURCHASE PLAN

Effective Date of Plan: September 22, 2008

1. ESTABLISHMENT AND PURPOSE OF PLAN

(a) Symantec Corporation, a Delaware corporation (the “**Company**”) adopted this 2008 Employee Stock Purchase Plan (the “**Plan**”) to grant options for the purchase of shares (“**Shares**”) of the Company’s Common Stock (“**Common Stock**”) to eligible employees of the Company, its parent corporation, and its Affiliates and Subsidiaries. For purposes of the Plan, “parent corporation” and “Subsidiary” (collectively, “**Subsidiaries**”) shall have the same meanings as “parent corporation” and “subsidiary corporation” in Sections 424(e) and (f), respectively, of the Internal Revenue Code of 1986, as amended (the “**Code**”), and “**Affiliate**” shall mean any entity, other than a Subsidiary, in which the Company has an equity or other ownership interest. Any term not expressly defined in the Plan but defined for purposes of Section 423 of the Code shall have the same definition in this Plan for purposes of the Statutory Plan (defined below).

(b) The purpose of the Plan is to provide employees of the Company and certain Affiliates and Subsidiaries designated (any such designated Affiliate or Subsidiary, a “**Designated Corporation**”) by the Board of Directors of the Company (the “**Board**”) whose employees are eligible to participate in the Plan with a convenient means to acquire at a discount to market value an equity interest in the Company through payroll deductions, to enhance such employees’ sense of participation in the affairs of the Company and its Affiliates and Subsidiaries, and to provide an incentive for continued employment.

2. STRUCTURE OF THE PLAN AND SUB-PLANS

(a) This Plan document is an omnibus document which includes a sub-plan (the “**Statutory Plan**”) designed to permit offerings of grants to employees of the Company and certain Subsidiaries that are Designated Corporations (defined below) where such offerings are intended to satisfy the requirements of Section 423 of the Code (although the Company makes no undertaking nor representation to obtain or maintain qualification under Section 423 for any Subsidiary, individual, offering or grant) and also separate sub-plans (each a “**Non-Statutory Plan**”) which permit offerings of grants to employees of certain Designated Corporations that are not intended to satisfy the requirements of Section 423 of the Code.

(b) A total of 20,000,000 Shares may be issued under the Plan. Such number shall be subject to adjustments effected in accordance with Section 14 of the Plan.

(c) The Statutory Plan shall be a separate and independent plan from the Non-Statutory Plans, provided, however, that the total number of shares authorized to be issued under the Plan applies in the aggregate to both the Statutory Plan and the Non-Statutory Plans. Offerings under the Non-Statutory Plans may be made to achieve desired tax or other objectives in particular locations outside the United States of America or to comply with local laws applicable to offerings in such foreign jurisdictions.

(d) The terms of the Statutory Plan shall be those set forth in this Plan document to the extent such terms are consistent with the requirements for qualification under Code Section 423. The Board may adopt Non-Statutory Plans applicable to particular Designated Corporations or locations that are not participating in the Statutory Plan, which shall be designed to achieve tax, securities law or other Company compliance objectives in particular locations outside the United States. The terms of each Non-Statutory Plan may take precedence over other provisions in this document, with the exception of Section 2(b) of the Plan with respect to the total number of shares available to be offered under the Plan for all sub-plans. Unless otherwise superseded by the terms of such Non-Statutory Plan, the provisions of this Plan document shall govern the operation of such Non-Statutory Plan. Except to the extent expressly set forth herein or where the context suggests otherwise, any reference herein to “Plan” shall be construed to include a reference to the Statutory Plan and any Non-Statutory Plans.

3. ADMINISTRATION

(a) The Plan is administered by the Board or by a committee designated by the Board (in which event all references herein to the Board shall be to the committee). Members of the Board shall receive no compensation for their services in connection with the administration of the Plan, other than standard fees as established from time to time by the Board for services rendered by Board members serving on Board committees. All expenses incurred in connection with the administration of the Plan shall be paid by the Company.

(b) The Board (or the committee) shall have the power, subject to, and within the limitations of, the express provisions of the Plan:

(i) To determine when and how options to purchase Shares shall be granted and the provisions of each Offering Period (which need not be identical).

(ii) To designate from time to time an Affiliate or Subsidiary as a Designated Corporation whose employees shall be eligible to participate in the Statutory Plan or a Non-Statutory Plan. For purposes of participation in the Statutory Plan, only Subsidiaries shall be considered Designated Corporations, and the Board shall designate from time to time which Subsidiaries will be Designated Corporations in the Statutory Plan. The Board shall designate from time to time which Subsidiaries and Affiliates shall be Designated Corporations in particular Non-Statutory Plans, provided, however, that at any given time, a Subsidiary that is a Designated Corporation in the Statutory Plan shall not be a Designated Corporation in a Non-Statutory Plan. The foregoing designations and changes in designations by the Board from time to time shall not require stockholder approval.

(iii) To determine from time to time the method for allocating the number of total shares to be offered under each sub-plan, which determination shall not require stockholder approval.

(iv) To construe and interpret the Plan and rights to purchase (options on) Shares, and to establish, amend and revoke rules and procedures for its administration. The Board, in the exercise of this power, may correct any defect, omission or inconsistency in the Plan, in a manner and to the extent it shall deem necessary or expedient to make the Plan fully effective.

(v) To amend or terminate the Plan as provided in Section 24 below.

(vi) To adopt rules and procedures and/or special provisions relating to the operation and administration of the Statutory Plan (subject to the limitations of Section 423 of the Code or any successor provision in the Code) and any Non-Statutory Plan, as appropriate, to permit or facilitate participation in the Statutory Plan or a particular Non-Statutory Plan by employees who are foreign nationals or employed or resident outside the United States or as designed to achieve tax, securities law or other Company compliance objectives in particular locations outside the United States.

(vii) Generally, to exercise such powers and to perform such acts it deems necessary, desirable, convenient or expedient to promote the best interests of the Company and its Subsidiaries and to carry out that intent that the Statutory Plan be treated as an “employee stock purchase plan” under Section 423 of the Code.

(c) Subject to the limitations of Section 423 of the Code or any successor provision in the Code with respect to the Statutory Plan, all questions of interpretation or application of the Plan shall be determined by the Board and its decisions shall be final and binding upon all persons.

4. ELIGIBILITY

Any employee of the Company or any Designated Corporation is eligible to participate in an Offering Period (as hereinafter defined) under the Plan except the following unless otherwise required under applicable local law:

(a) employees who are not employed by the Company or a Designated Corporation on the third (3rd) business day before the beginning of such Offering Period;

(b) employees who are customarily employed for less than 20 hours per week;

(c) employees who are customarily employed for less than 5 months in a calendar year;

(d) employees who, together with any other person whose stock would be attributed to such employee pursuant to Section 425(d) of the Code, own stock or hold options to purchase stock or who, as a result of being granted an option under the Plan with respect to such Offering Period, would own stock or hold options to purchase stock possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Company or any of its Subsidiaries; and

(e) individuals who provide services to the Company or any Designated Corporation as independent contractors who are reclassified as common law employees for any reason except for federal income and employment tax purposes.

5. OFFERING PERIODS; OFFERING DATES; AND PURCHASE DATES

(a) Each Offering Period under the Plan (each an “Offering Period”) shall be of the duration provided for or permitted herein. The first trading day (day on which the exchange or system on which the Common Stock is trading is open) of each Offering Period is referred to as the “Offering Date.” The Board may but need not provide for multiple purchases within a single Offering Period. The Board shall have the power to change the duration of Offering Periods without stockholder approval. The last trading day of each Offering Period (or in the case of an Offering Period encompassing multiple purchases, each such purchase period) is hereinafter referred to as the “Purchase Date.”

(b) Subject to Section 5(c) below, each Offering Period shall be of six (6) months’ duration commencing February 16 and August 16 of each year beginning February 16, 2009, and ending no later than the next August 15 and February 15, respectively, thereafter, and shall have a single Purchase Date (which shall occur on the last trading day of the Offering Period).

(c) Notwithstanding 5(b) above and the other provisions of the Plan, the Board of Directors may, but need not, vary the terms and structure of the Offering Periods under this Plan, on such basis as it shall determine in its sole discretion (including without limitation, the length of each Offering Period, Offering Periods during which more than one Purchase Date shall occur, and the formula(s) for calculating the price(s) at which Shares may be purchased during such Offering Period including a formula under which such price is calculated with reference to the fair market value (as provided for in Section 8 below) of the Common Stock as of the Offering Date for the Offering Period); provided, however, that no Offering Period under the Plan shall have a duration in excess of twenty-seven (27) months (or such period as may be permitted under Code Section 423).

6. PARTICIPATION IN THE PLAN

An eligible employee may become a participant in an Offering Period under the Plan if (a) as of the Offering Date with respect to the Offering Period he or she satisfies the eligibility requirements set forth above, and (b) not later than the third (3rd) business day prior to such Offering Date (at such time and in such manner as may be specified with respect to such Offering Period) he or she delivers to the Company or its authorized representative a subscription agreement indicating his or her desire to enroll in the Offering Period and authorizing payroll deductions in a manner consistent with Section 9 below. An eligible employee who does not timely deliver a subscription agreement by the date specified in advance of the applicable Offering Date shall not participate in that Offering Period and shall not participate in any subsequent Offering Period unless such employee enrolls in the Plan by timely delivering a subscription agreement to the Company or its representative prior the Offering Date of the applicable, subsequent Offering Period. Once an employee becomes a participant in an Offering Period, such employee will automatically participate in the Offering Period commencing immediately following the last day of that Offering Period unless the employee withdraws from the Plan or terminates further participation in the Offering Period as set forth in Section 11 below. Such participant is not required to file any additional subscription agreements in order to continue participation in the Plan with respect to subsequent Offering Periods. Any participant

who has not withdrawn from the Plan pursuant to Section 11 below will automatically be re-enrolled in the Plan and granted a new option on the Offering Date of the next Offering Period.

7. GRANT OF OPTION

(a) Each employee enrolled in an Offering Period will be granted on the Offering Date an option to purchase on each Purchase Date for a particular Offering Period up to that number of Shares determined by dividing the amount accumulated in such employee's payroll deduction account during such Offering Period by the Purchase Price applicable to that Offering Period (as defined in Section 8 below).

(b) In no event, however, shall the number of Shares subject to any option granted pursuant to this Plan exceed the limitations set forth in Section 10 below. The purchase price and fair market value of a Share shall be determined as provided in Section 8 below.

8. PURCHASE PRICE

(a) Unless otherwise determined by the Board in its discretion, the purchase price per Share at which a Share of Common Stock will be sold in any Offering Period (the "Purchase Price") shall be eighty-five percent (85%) of the fair market value on the applicable Purchase Date. The fair market value of a Share shall be as determined in good faith by the Board. If the Common Stock is listed on a national or regional securities exchange or market system, including without limitation the Nasdaq Stock Market, the fair market value of a Share shall be the closing sales price for such stock, as quoted on such exchange or market constituting the primary market for the Common Stock on the date of determination, as reported in *The Wall Street Journal* or such other source as the Board deems reliable. If the relevant date does not fall on a day on which the Common Stock has traded on such securities exchange or market system, the date on which the fair market value shall be established shall be the last day on which the Common Stock was so traded prior to the relevant date, or such other appropriate day as shall be determined by the Board, in its discretion.

(b) The Board may in its discretion, and without stockholder approval, change the Purchase Price from the formula set forth above, provided that the Purchase Price may not be less than the lesser of (a) eighty-five percent (85%) of the Offering Date fair market value of a Share and (b) eighty-five percent (85%) of the Purchase Date fair market value of a Share.

9. PAYMENT OF PURCHASE PRICE; PAYROLL DEDUCTIONS; ISSUANCE OF SHARES

(a) The aggregate purchase price of the Shares is accumulated by regular payroll deductions made during each Offering Period, unless payroll deductions are not permitted under a statute, regulation, rule of a jurisdiction, in which case such other payments as may be approved by the Board (or committee) subject to this Section 9. The deductions are made as a percentage of the employee's compensation in one percent (1%) increments not less than two percent (2%) nor greater than ten percent (10%). For purposes of the Statutory Plan, "compensation" shall mean all compensation, including, but not limited to base salary, wages, commissions, overtime, shift premiums and bonuses, plus draws against commissions, but excluding amounts related to Company equity compensation; provided, however, that for

purposes of determining a participant's compensation, any election by such participant to reduce his or her regular cash remuneration under Sections 125 or 401(k) of the Code shall be treated as if the participant did not make such election. For purposes of any Non-Statutory Plan, "compensation" shall mean base salary. Payroll deductions shall commence on the first payroll date following the Offering Date and shall continue until the payroll date immediately preceding the Purchase Date unless sooner altered or terminated as provided in the Plan.

(b) A participant may lower (but not increase) the rate of payroll deductions during an Offering Period by filing with the Company's designated stock plan administrator (the "Administrator") (which may also be the ESPP Broker, as defined below) a new authorization for payroll deductions, in which case the new rate shall become effective for the next payroll period commencing more than thirty (30) days after the Administrator's receipt of the authorization and shall continue for the remainder of the Offering Period unless changed as described below. Such change in the rate of payroll deductions may be made at any time during an Offering Period, but not more than one (1) change may be made effective during any Offering Period. A participant may increase or lower the rate of payroll deductions for any subsequent Offering Period by filing with the Administrator a new authorization for payroll deductions during the open enrollment period beginning on the first (1st) day of the month and ending three business days before the Offering Date.

(c) All payroll deductions made for a participant are credited to his or her account under the Plan and are deposited with the general funds of the Company. No interest accrues on the payroll deductions (unless required by applicable local law). All payroll deductions received or held by the Company may be used by the Company for any corporate purpose, and the Company shall not be obligated to segregate such payroll deductions (unless required by applicable local law).

(d) On each Purchase Date, so long as the Plan remains in effect and provided that the participant has not withdrawn from the Plan in accordance with the provisions of Section 11 of the Plan before that date, the Company shall apply the funds then in the participant's account to the purchase of whole Shares reserved under the option granted to such participant with respect to the Offering Period to the extent that such option is exercisable on the Purchase Date. The Purchase Price per Share shall be as specified in Section 8 of the Plan. Any cash remaining in a participant's account after such purchase of Shares shall be refunded to such participant in cash (without interest); provided, however, that any amount remaining in such participant's account on a Purchase Date which is less than the amount necessary to purchase a full Share of the Company shall be carried forward, without interest, into the next Offering Period (or in the event of an Offering Period during which multiple purchase will occur, into the next applicable purchase period within the Offering Period). In the event that the Plan has been oversubscribed as provided in Section 10(c), all funds not used to purchase Shares on the Purchase Date shall be returned to the participant (without interest, unless otherwise required by applicable local law). No Shares shall be purchased on a Purchase Date on behalf of any employee whose participation in the Plan has terminated prior to such Purchase Date.

(e) As promptly as practicable after the Purchase Date, the number of Shares purchased by each participant upon exercise of each participant's option shall be deposited into an account established in the participant's name at the stock brokerage or other third party

service provider designated by the Company (the “**ESPP Broker**”), as nominee holding the Shares for the benefit of the participant. In the event participant requests the receipt of certificated shares, the Company shall arrange the delivery to such participant of a certificate representing the Shares purchased on the Purchase Date; provided that the Board may deliver certificates to a broker or brokers that hold such certificate in street name for the benefit of each such participant.

(f) During a participant’s lifetime, such participant’s option to purchase Shares hereunder is exercisable only by him or her. The participant will have no interest or voting right in Shares covered by his or her option until such option has been exercised. Shares to be delivered to a participant under the Plan will be registered in the name of the participant or in the name of the participant and his or her spouse or in the name of the ESPP Broker, as nominee holding the Shares for the benefit of the participant.

10. LIMITATIONS ON SHARES TO BE PURCHASED

(a) No employee shall be entitled to purchase Shares under the Plan at a rate which, when aggregated with his or her rights to purchase Shares of Common Stock under all other employee stock purchase plans of the Company or any Subsidiary, exceeds \$25,000 in fair market value, determined as of the date such right is granted (or such other limit as may be imposed by the Code) for each calendar year in which the employee participates in the Plan.

(b) Subject to Sections 9(a), 10(a) and 14(a) of the Plan, the maximum number of Shares that a participant may purchase on any single Purchase Date shall not exceed 10,000 Shares (the “**Maximum Share Amount**”); provided that prior to the commencement of any Offering Period, the Board may, in its sole discretion and without stockholder approval, change the Maximum Share Amount with respect to that Offering Period. If a new Maximum Share Amount is set, then all participants must be notified of such Maximum Share Amount prior to the commencement of the next Offering Period. Once a Maximum Share Amount is set, it shall continue to apply in respect of all succeeding Purchase Dates and Offering Periods unless revised by the Board as set forth above.

(c) If a participant is precluded by the limitations of Sections 10(a) or 10(b) from purchasing additional Shares under the Plan, then his or her payroll deductions shall automatically be discontinued and shall resume at the beginning of the next Offering Period (or in the event of an Offering Period during which multiple purchase will occur, into the next applicable purchase period within the Offering Period) in which such participant is eligible to participate.

(d) If the number of Shares to be purchased on a Purchase Date by all employees participating in the Plan exceeds the number of Shares then available for issuance under the Plan, the Company will make a pro rata allocation of the remaining Shares in as uniform a manner as shall be practicable and as the Board shall determine to be equitable. In such event, the Company shall give written notice of such reduction of the number of Shares to be purchased under a participant’s option to each employee affected thereby. Any payroll deductions accumulated in such participant’s account which are not used to purchase Shares due to the limitations in this

Section 10(d) shall be returned to the participant (without interest, unless required by applicable local law) as soon as practicable after the end of the Offering Period.

11. WITHDRAWAL

(a) Each participant may withdraw from an Offering Period under the Plan by signing and delivering to the Administrator notice on a form provided for such purpose. Such withdrawal may be elected at any time at least fifteen (15) days prior to the end of an Offering Period, or such shorter period of time as may be required in certain jurisdictions outside the United States as determined by the Board.

(b) Upon withdrawal from the Plan, the accumulated payroll deductions shall be returned to the withdrawn employee (without interest, unless required by applicable local law) and his or her interest in the Plan shall terminate. In the event an employee voluntarily elects to withdraw from the Plan, he or she may not resume his or her participation in the Plan during the same Offering Period, but he or she may participate in any Offering Period under the Plan which commences on a date subsequent to such withdrawal by filing a new authorization for payroll deductions in the same manner as set forth in Section 6 above for initial participation in the Plan.

12. TERMINATION OF EMPLOYMENT

Termination of a participant's employment for any reason, including retirement or death or the failure of a participant to remain an eligible employee as set forth in Section 4, terminates his or her participation in the Plan immediately. In such event, the payroll deductions credited to the participant's account will be returned to him or her or, in the case of his or her death, to his or her legal representative. For this purpose, an employee will not be deemed to have terminated employment or failed to remain in the continuous employ of the Company in the case of sick leave, military leave, or any other leave of absence approved by the Board of Directors of the Company; provided that such leave is for a period of not more than ninety (90) days or, if such leave is longer than ninety (90) days, reemployment upon the expiration of such leave is guaranteed by contract or statute.

13. RETURN OF PAYROLL DEDUCTIONS

In the event an employee's interest in the Plan is terminated by withdrawal, termination of employment or otherwise, or in the event the Plan is terminated by the Board, the Company shall promptly deliver to the employee all payroll deductions credited to his or her account. Unless otherwise required by applicable local law, no interest shall accrue on the payroll deductions of a participant in the Plan.

14. ADJUSTMENTS UPON CAPITAL CHANGES; CORPORATE TRANSACTIONS

(a) Subject to any required action by the stockholders of the Company, the number of Shares covered by each option under the Plan which has not yet been exercised, the Maximum Share Amount set forth in Section 10(b) above, and the number of Shares which have been authorized for issuance under the Plan but have not yet been placed under option (collectively, the "**Reserves**"), as well as the price per Share covered by each option under the Plan which has not yet been exercised, shall be proportionately adjusted for any increase or decrease in the

number of issued Shares resulting from a stock dividend, recapitalization, stock split, reverse stock split, subdivision, combination, reclassification or similar change in the capital structure of the Company without consideration or there is a change in the corporate structure (including, without limitation, a spin-off) or any other increase or decrease in the number of Shares effected without receipt of consideration by the Company provided, however, that conversion of any convertible securities of the Company shall not be deemed to have been “effected without receipt of consideration.” Such adjustment shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein, no issue by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of Shares subject to an option.

(b) In the event of the proposed dissolution or liquidation of the Company, each Offering Period will terminate immediately prior to the consummation of such proposed action, unless otherwise provided by the Board. In such event, the Board may, in the exercise of its sole discretion in such instances, declare that the options under the Plan shall terminate as of a date fixed by the Board and give each participant the right to exercise his or her option as to all of the optioned Shares.

(c) In the event of a Corporate Transaction (defined below), each option under the Plan shall be assumed or an equivalent option shall be substituted by such successor corporation or a parent or subsidiary of such successor corporation, unless the Board determines, in the exercise of its sole discretion and in lieu of such assumption or substitution, that the participant shall have the right to exercise the option as to all of the optioned Shares. If the Board makes an option exercisable in lieu of assumption or substitution in the event of a Corporate Transaction, the Board shall notify the participant that the option shall be fully exercisable on a date specified in such notice, and the option will terminate upon the expiration of such period. For purposes of the Plan, a “**Corporate Transaction**” means (i) a merger or consolidation in which the Company is not the surviving corporation (*other than* a merger or consolidation with a wholly-owned subsidiary, a reincorporation of the Company in a different jurisdiction, or other transaction in which there is no substantial change in the stockholders of the Company or their relative stock holdings and the options granted under this Plan are assumed, converted or replaced by the successor corporation, which assumption will be binding on all participants), (ii) a merger in which the Company is the surviving corporation but after which the stockholders of the Company (other than any stockholder which merges (or which owns or controls another corporation which merges) with the Company in such merger) cease to own their shares or other equity interests in the Company, (iii) the sale of substantially all of the assets of the Company, or (iv) any other transaction which qualifies as a “corporate transaction” under Section 424(a) of the Code wherein the stockholders of the Company give up all of their equity interest in the Company (*except* for the acquisition, sale or transfer of all or substantially all of the outstanding shares of the Company from or by the stockholders of the Company).

(d) The Board may, if it so determines in the exercise of its sole discretion, also make provision for adjusting the Reserves, as well as the price per Share covered by each outstanding option, in the event that the Company effects one or more reorganizations, recapitalizations, rights offerings or other increases or reductions of shares of its outstanding Common Stock, and in the event of a Corporate Transaction.

15. NONASSIGNABILITY

Neither payroll deductions credited to a participant's account nor any rights with regard to the exercise of an option or to receive Shares under the Plan may be assigned, transferred, pledged or otherwise disposed of in any way (other than by will, the laws of descent and distribution or as provided in Section 22 hereof) by the participant. Any such attempt at assignment, transfer, pledge or other disposition shall be without effect.

16. REPORTS

Individual accounts will be maintained for each participant in the Plan. Each participant shall receive promptly after the end of each Offering Period a report of his account setting forth the total payroll deductions accumulated, the number of Shares purchased, the per Share price thereof and the remaining cash balance, if any, carried forward to the next Offering Period, and any other reports required by applicable law.

17. NOTICE OF DISPOSITION

Each participant under a Statutory Plan shall notify the Company if the participant disposes of any of the Shares purchased in any Offering Period pursuant to this Plan if such disposition occurs within two (2) years from the Offering Date or within one (1) year from the Purchase Date on which such Shares were purchased (the "**Notice Period**"). Unless such participant is disposing of any of such Shares during the Notice Period, such participant shall keep the certificates representing such Shares in his or her name (and not in the name of a nominee) during the Notice Period. The Company may, at any time during the Notice Period, place a legend or legends on any certificate representing Shares acquired pursuant to the Plan requesting the Company's transfer agent to notify the Company of any transfer of the Shares. The obligation of the participant to provide such notice shall continue notwithstanding the placement of any such legend on certificates.

18. NO RIGHTS TO CONTINUED EMPLOYMENT

Neither this Plan nor the grant of any option hereunder shall confer any right on any employee to remain in the employ of the Company or any Subsidiary or restrict the right of the Company or any Subsidiary to terminate such employee's employment.

19. EQUAL RIGHTS AND PRIVILEGES

All participants in an Offering Period under the Statutory Plan shall have the same rights and privileges with respect to their participation in the Statutory Plan for that Offering Period, in accordance with Section 423 of the Code and the related regulations (and any successor provisions) except for differences that may be mandated by local law and are consistent with the requirements of Code Section 423(b)(5). Any provision of the Statutory Plan, a specific Offering Period or an option granted under the Statutory Plan which is inconsistent with this Section 19 shall without further act or amendment by the Company or the Board be reformed, if possible, to the extent necessary to render such provision in compliance with the requirements of Section 423 of the Code, or shall otherwise be deleted, and the remainder of the terms of the Statutory Plan, an Offering Period and/or an option shall not be affected.

20. NOTICES; ELECTRONIC DELIVERY

(a) All notices or other communications by a participant to the Company under or in connection with the Plan shall be deemed to have been duly given when received in the form specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

(b) Any reference in the Plan to subscription agreements, enrollment forms, authorizations or any other document in writing shall include any agreement or document delivered electronically, including through the Company's intranet.

21. CONDITIONS UPON ISSUANCE OF SHARES

Shares shall not be issued with respect to an option unless the exercise of such option and the issuance and delivery of such Shares pursuant thereto shall comply with all applicable provisions of law, domestic or foreign, including, without limitation, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), the rules and regulations promulgated thereunder, and the requirements of any stock exchange upon which the Shares may then be listed, and shall be further subject to the approval of counsel for the Company with respect to such compliance. The Company shall have no liability for failure to issue any Shares under this Plan in the event that such issuance cannot be accomplished in compliance with all applicable laws.

22. APPLICABLE LAW

The Plan shall be governed by the substantive laws (excluding the conflict of laws rules) of the State of Delaware.

23. EFFECTIVE DATE; TERM OF THE PLAN

The Plan shall become effective upon approval of the Plan by the stockholders of the Company, and shall continue until the earliest to occur of (i) termination of the Plan by the Board, (ii) issuance of all of the Shares reserved for issuance under the Plan, or (iii) ten (10) years from the date the Plan was originally approved by the stockholders (subject to the ability of the stockholders to approve later extensions of this term).

24. AMENDMENT OR TERMINATION OF THE PLAN

The Board of Directors of the Company may at any time amend or terminate the Plan. Termination of the Plan shall not affect options previously granted under the Plan, nor shall any amendment make any change in an option previously granted which would adversely affect the right of any participant (unless mutually agreed otherwise between the participant and the Company, which agreement must be in writing and signed by the participant and the Company); provided that if the Board determines that a change in applicable accounting rules or a change in applicable laws renders an amendment or termination desirable, then the Board may approve such an amendment or termination. Any amendment of the Plan shall be subject to approval of the stockholders of the Company in the manner and to the extent required by applicable law. In addition, without limiting the foregoing, the Board may not amend the Plan without approval of the stockholders of the Company if such amendment would: (i) increase the number of Shares

that may be issued under the Plan; or (ii) expand the designation of the employees (or class of employees) eligible for participation in the Plan.

EXHIBIT II

SYMANTEC CORPORATION 2004 EQUITY INCENTIVE PLAN, AS AMENDED

SYMANTEC CORPORATION
2004 EQUITY INCENTIVE PLAN
As Adopted by the Board on July 20, 2004
and as amended thereafter

1. *Purpose.* The purpose of this Plan is to provide incentives to attract, retain and motivate eligible persons whose present and potential contributions are important to the success of the Company, its Parent, Subsidiaries and Affiliates, by offering them an opportunity to participate in the Company's future performance through awards of Options, Stock Appreciation Rights, Restricted Stock Units, and Restricted Stock Awards. Capitalized terms not defined in the text are defined in Section 25.

2. *Shares Subject to the Plan.*

2.1 *Number of Shares Available.* Subject to Sections 2.2 and 18, the total number of Shares reserved and available for grant and issuance pursuant to this Plan will be one hundred eight million (108,000,000) Shares plus up to fifty-five million four hundred thousand (55,400,000) shares subject to awards granted under the Company's 1996 Equity Incentive Plan that cancel, forfeit (e.g., upon the Participant's Termination) or otherwise expire by their terms on or following the adoption of this Plan.

Any award other than an Option or a SAR shall reduce the number of Shares available for issuance under this Plan by two Shares for every Share issued. Subject to Sections 2.2 and 18, Shares that: (a) are subject to issuance upon exercise of an Option but cease to be subject to such Option for any reason other than exercise of such Option; (b) are subject to an Award granted hereunder but are forfeited or are repurchased by the Company at the original issue price; or (c) are subject to an Award that otherwise terminates without Shares being issued will again be available for grant and issuance in connection with future Awards under this Plan. The following Shares may not again be made available for future grant and issuance as Awards under the Plan: (i) Shares that are withheld to pay the exercise or purchase price of an Award or to satisfy any tax withholding obligations in connection with an Award, (ii) Shares not issued or delivered as a result of the net settlement of an outstanding Option or SAR or (iii) shares of the Company's Common Stock repurchased on the open market with the proceeds of an Option exercise price. At all times the Company shall reserve and keep available a sufficient number of Shares as shall be required to satisfy the requirements of all outstanding Awards granted under this Plan.

2.2 *Adjustment of Shares.* In the event that the number of outstanding Shares is changed by a stock dividend, recapitalization, stock split, reverse stock split, subdivision, combination, reclassification or similar change in the capital structure of the Company without consideration or there is a change in the corporate structure (including, without limitation, a spin-off), then (a) the number of Shares reserved for issuance under this Plan, (b) the Exercise Prices of and number of Shares subject to outstanding Options, (c) the number of Shares that may be granted pursuant to Section 3 below, and (d) the Purchase Price and number of Shares subject to other outstanding Awards, including Restricted Stock Awards, will be proportionately adjusted, subject to any required action by the Board or the stockholders of the Company and compliance with applicable securities laws; *provided, however*, that fractions of a Share will not be issued but will be rounded down to the nearest whole Share, and may be replaced by a cash payment equal to the Fair Market Value of such fraction of a Share, as determined by the Committee.

3. *Eligibility.* ISOs (as defined in Section 5 below) may be granted only to employees (including officers and directors who are also employees) of the Company or of a Parent or Subsidiary of the Company. All other Awards may be granted to employees, officers, directors, consultants, independent contractors and advisors of the Company or any Parent, Subsidiary or Affiliate of the Company; *provided* such consultants, contractors and advisors render bona fide services not in connection with the offer and sale of securities in a capital-raising transaction. No person will be eligible to receive more than 2,000,000 Shares in any calendar year under this Plan, pursuant to the grant of Awards hereunder, of which no more than 400,000 Shares shall be covered by Awards of Restricted Stock and Restricted Stock Units, other than new employees of the Company or of a Parent or Subsidiary of the Company (including new employees who are also officers and directors of the Company or any Parent or Subsidiary of the Company), who are eligible to receive up to a maximum of 3,000,000 Shares in the calendar year in which they commence their employment, of which no more than 600,000 Shares shall be covered by Awards of

Restricted Stock and Restricted Stock Units. For purposes of these limits only, each Restricted Stock Unit settled in Shares (but not those settled in cash), shall be deemed to cover one Share. A person may be granted more than one Award under this Plan.

4. Administration.

4.1 *Committee Authority.* This Plan will be administered by the Committee or by the Board acting as the Committee. Subject to the general purposes, terms and conditions of this Plan, and to the direction of the Board, the Committee will have full power to implement and carry out this Plan. Without limitation, the Committee will have the authority to:

- (a) construe and interpret this Plan, any Award Agreement and any other agreement or document executed pursuant to this Plan;
- (b) prescribe, amend and rescind rules and regulations relating to this Plan or any Award;
- (c) select persons to receive Awards;
- (d) determine the form and terms of Awards;
- (e) determine the number of Shares or other consideration subject to Awards;
- (f) determine whether Awards will be granted singly, in combination with, in tandem with, in replacement of, or as alternatives to, other Awards under this Plan or any other incentive or compensation plan of the Company or any Parent, Subsidiary or Affiliate of the Company;
- (g) grant waivers of Plan or Award conditions;
- (h) determine the vesting, exercisability and payment of Awards;
- (i) correct any defect, supply any omission or reconcile any inconsistency in this Plan, any Award or any Award Agreement;
- (j) amend any Award Agreements executed in connection with this Plan;
- (k) determine whether an Award has been earned; and
- (l) make all other determinations necessary or advisable for the administration of this Plan.

4.2 *Committee Discretion.* Any determination made by the Committee with respect to any Award will be made in its sole discretion at the time of grant of the Award or, unless in contravention of any express term of this Plan or Award, at any later time, and such determination will be final and binding on the Company and on all persons having an interest in any Award under this Plan. To the extent permitted by applicable laws, the Committee may delegate to one or more officers of the Company the authority to grant an Award under this Plan to Participants who are not Insiders of the Company.

4.3 *Section 162(m), Rule 16b-3 and Stock Exchange Requirements.* If two or more members of the Board are Outside Directors, the Committee will be comprised of at least two (2) members of the Board, at least two (2) of whom are Outside Directors. To the extent desirable to qualify transactions hereunder as exempt under Rule 16b-3 promulgated under the Exchange Act (“*Rule 16b-3*”), Awards to officers and directors shall be made by the entire Board or a Committee of two or more “non-employee directors” within the meaning of Rule 16b-3. In addition, the Plan will be administered in a manner that complies with any applicable Nasdaq Global Select Market or stock exchange listing requirements.

5. *Options.* The Committee may grant Options to eligible persons and will determine whether such Options will be Incentive Stock Options within the meaning of the Code (“*ISOs*”) or Nonqualified Stock Options (“*NQSOs*”), the number of Shares subject to the Option, the Exercise Price of the Option (subject to Section 5.4 below), the circumstances upon and the period during which the Option may be exercised, and all other terms and conditions of the Option, subject to the following:

5.1 *Form of Option Grant.* Each Option granted under this Plan will be evidenced by an Award Agreement which will expressly identify the Option as an ISO or an NQSO (“*Stock Option Agreement*”), and will be in such form and contain such provisions (which need not be the same for each Participant) as the Committee may from time to time approve, and which will comply with and be subject to the terms and conditions of this Plan. To the extent that any Option designated as an ISO in the Award Agreement fails to qualify as such under applicable law, it shall be treated instead as a NQSO.

5.2 *Date of Grant.* The date of grant of an Option will be the date on which the Committee makes the determination to grant such Option, unless a later date is otherwise specified by the Committee at the time it acts to approve the grant. The Stock Option Agreement and a copy of this Plan will be delivered to the Participant within a reasonable time after the granting of the Option.

5.3 *Exercise Period.* Options will be exercisable within the times or upon the events determined by the Committee as set forth in the Stock Option Agreement governing such Option; *provided, however*, that no Option will be exercisable after the expiration of ten (10) years from the date the Option is granted; and provided further that no ISO granted to a person who directly or by attribution owns more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or of any Parent or Subsidiary of the Company (“*Ten Percent Stockholder*”) will be exercisable after the expiration of five (5) years from the date the ISO is granted. The Committee also may provide for the exercise of Options to become exercisable at one time or from time to time, periodically or otherwise (including, without limitation, the attainment during a Performance Period of performance goals based on Performance Factors), in such number of Shares or percentage of Shares as the Committee determines.

5.4 *Exercise Price.* The Exercise Price of an Option will be determined by the Committee when the Option is granted and may not be less than 100% of the Fair Market Value of the Shares on the date of grant; *provided* that the Exercise Price of any ISO granted to a Ten Percent Stockholder will not be less than 110% of the Fair Market Value of the Shares on the date of grant. Payment for the Shares purchased may be made in accordance with Section 10 of this Plan.

5.5 *Method of Exercise.* Options may be exercised only by delivery to the Company of a written or electronic notice or agreement of stock option exercise (the “*Exercise Agreement*”) in a form approved by the Committee (which need not be the same for each Participant), stating the number of Shares being purchased, the restrictions imposed on the Shares purchased under such Exercise Agreement, if any, and such representations and agreements regarding Participant’s investment intent and access to information and other matters, if any, as may be required or desirable by the Company to comply with applicable securities laws, together with payment in full of the Exercise Price for the number of Shares being purchased and all applicable withholding taxes.

5.6 *Termination.* Notwithstanding the exercise periods set forth in the Stock Option Agreement, exercise of an Option will always be subject to the following:

(a) If the Participant is Terminated for any reason except death or Disability, then the Participant may exercise such Participant’s Options only to the extent that such Options are vested and exercisable upon the Termination Date no later than three (3) months after the Termination Date (or such shorter or longer time period not exceeding five (5) years as may be determined by the Committee, with any exercise beyond three (3) months after the Termination Date deemed to be an NQSO), but in any event, no later than the expiration date of the Options.

(b) If the Participant is Terminated because of Participant’s death or Disability (or the Participant dies within three (3) months after a Termination other than because of Participant’s death or disability), then Participant’s Options may be exercised only to the extent that such Options are vested and

exercisable by Participant on the Termination Date and must be exercised by Participant (or Participant's legal representative or authorized assignee) no later than twelve (12) months after the Termination Date (or such shorter or longer time period not exceeding five (5) years as may be determined by the Committee, with any such exercise beyond (a) three (3) months after the Termination Date when the Termination is for any reason other than the Participant's death or Disability, or (b) twelve (12) months after the Termination Date when the Termination is for Participant's death or Disability, deemed to be an NQSO), but in any event no later than the expiration date of the Options.

5.7 Limitations on Exercise. The Committee may specify a reasonable minimum number of Shares that may be purchased on any exercise of an Option, *provided* that such minimum number will not prevent Participant from exercising the Option for the full number of Shares for which it is then exercisable.

5.8 Limitations on ISOs. The aggregate Fair Market Value (determined as of the date of grant) of Shares with respect to which ISOs are exercisable for the first time by a Participant during any calendar year (under this Plan or under any other incentive stock option plan of the Company or any Affiliate, Parent or Subsidiary of the Company) will not exceed \$100,000. If the Fair Market Value of Shares on the date of grant with respect to which ISOs are exercisable for the first time by a Participant during any calendar year exceeds \$100,000, then the Options for the first \$100,000 worth of Shares to become exercisable in such calendar year will be ISOs and the Options for the amount in excess of \$100,000 that become exercisable in that calendar year will be NQSOs. In the event that the Code or the regulations promulgated thereunder are amended after the Effective Date of this Plan to provide for a different limit on the Fair Market Value of Shares permitted to be subject to ISOs, such different limit will be automatically incorporated herein and will apply to any Options granted after the effective date of such amendment.

5.9 Modification, Extension or Renewal. The Committee may modify, extend or renew outstanding Options and authorize the grant of new Options in substitution therefor, *provided* that (a) any such action may not, without the written consent of a Participant, impair any of such Participant's rights under any Option previously granted; (b) any outstanding ISO that is modified, extended, renewed or otherwise altered will be treated in accordance with Section 424(h) of the Code; and (c) notwithstanding anything to the contrary elsewhere in the Plan, the Company is subject to Section 21.2 below with respect to any proposal to reprice outstanding Options.

5.10 No Disqualification. Notwithstanding any other provision in this Plan, no term of this Plan relating to ISOs will be interpreted, amended or altered, nor will any discretion or authority granted under this Plan be exercised, so as to disqualify this Plan under Section 422 of the Code or, without the consent of the Participant affected, to disqualify any ISO under Section 422 of the Code.

6. Non-Employee Director Equity Awards.

6.1 Types of Awards. All Awards other than ISOs may be granted to non-employee directors under this Plan. Awards granted pursuant to this Section 6 may be automatically made pursuant to a policy adopted by the Board (as such policy may be amended from time to time by the Board) or made from time to time as determined in the discretion of the Board, or, if the authority to grant Awards to non-employee directors has been delegated by the Board, the Committee.

6.2 Eligibility. Awards granted pursuant to this Section 6 shall be granted only to non-employee directors. Any non-employee director, including without limitation any non-employee director who is appointed as a member to the Board, will be eligible to receive an Award under this Section 6.

6.3 Vesting, Exercisability and Settlement. Except as set forth in Section 18, Awards granted pursuant to Section 6 shall vest, become exercisable and be settled as determined by the Board or, if the authority to make such determinations has been delegated by the Board, the Committee. With respect to Options and SARs, the exercise price of such Award granted to non-employee directors shall not be less than the Fair Market Value of the Shares at the time such Award is granted.

7. *Restricted Stock Awards.* A Restricted Stock Award is an offer by the Company to issue to an eligible person Shares that are subject to restrictions. The Committee will determine to whom an offer will be made, the number of Shares the person may be issued or purchase, the Purchase Price (if any), the restrictions to which the Shares will be subject, and all other terms and conditions of the Restricted Stock Award, subject to the following:

7.1 *Restricted Stock Agreement.* All purchases under a Restricted Stock Award will be evidenced by a written agreement (the “*Restricted Stock Agreement*”), which will be in substantially a form (which need not be the same for each Participant) that the Committee shall from time to time approve, and will comply with and be subject to the terms and conditions of the Plan. A Participant can accept a Restricted Stock Award only by signing and delivering to the Company the Restricted Stock Agreement, and full payment of the Purchase Price (if any) and all applicable withholding taxes, at such time and on such terms as required by the Committee. If the Participant does not accept the Restricted Stock Award at such time and on such terms as required by the Committee, then the offer of the Restricted Stock Award will terminate, unless the Committee determines otherwise.

7.2 *Purchase Price.* The Purchase Price (if any) for a Restricted Stock Award will be determined by the Committee, and may be less than Fair Market Value on the date the Restricted Stock Award is granted. Payment of the Purchase Price must be made in accordance with Section 10 of this Plan and as permitted in the Restricted Stock Agreement, and in accordance with any procedures established by the Company.

7.3 *Terms of Restricted Stock Awards.* Restricted Stock Awards will be subject to all restrictions, if any, that the Committee may impose. These restrictions may be based on completion of a specified period of service with the Company and/or upon completion of the performance goals as set out in advance in the Restricted Stock Agreement, which shall be in such form and contain such provisions (which need not be the same for each Participant) as the Committee shall from time to time approve, and which will comply with and be subject to the terms and conditions of this Plan. Prior to the grant of a Restricted Stock Award, the Committee shall: (a) determine the nature, length and starting date of any Performance Period for the Restricted Stock Award; (b) select performance criteria, including if the Award is intended to qualify as “performance-based compensation” under Code Section 162(m) from among the Performance Factors, to be used to measure performance goals, if any; and (c) determine the number of Shares that may be awarded to the Participant. For Restricted Stock Awards intended to comply with the requirements of Section 162(m) of the Code, the performance goals will be determined at a time when the achievement of the performance goals remains substantially uncertain and shall otherwise be administered in a manner that complies with the requirements under that statute. Performance Periods may overlap and a Participant may participate simultaneously with respect to Restricted Stock Awards that are subject to different Performance Periods and having different performance goals and other criteria.

7.4 *Termination During Vesting or Performance Period.* Restricted Stock Awards shall cease to vest immediately if a Participant is Terminated during the vesting period or Performance Period applicable to the Award for any reason, unless the Committee determines otherwise, and any unvested Shares subject to such Restricted Stock Awards shall be subject to the Company’s right to repurchase such Shares or otherwise to any forfeiture condition applicable to the Award, as described in Section 14 of this Plan, if and as set forth in the applicable Restricted Stock Agreement.

8. *Restricted Stock Units.* A Restricted Stock Unit (or RSU) is an award covering a number of Shares that may be settled in cash, or by issuance of those Shares (which may consist of Restricted Stock). A RSU may be awarded for past services already rendered to the Company, or any Affiliate, Parent or Subsidiary of the Company pursuant to an Award Agreement (the “*RSU Agreement*”) that will be in such form (which need not be the same for each Participant) as the Committee will from time to time approve, and will comply with and be subject to the following:

8.1 *Terms of RSUs.* RSUs may vary from Participant to Participant and between groups of Participants, and may be based upon the achievement of the Company, Affiliate, Parent or Subsidiary and/or individual performance factors or upon such other criteria as the Committee may determine. The Committee will determine all terms of each RSU including, without limitation: the number of Shares subject to each RSU, the time or times during which each RSU shall vest and the RSU be settled, the consideration to be distributed on such settlement, and the effect on each RSU of its holder’s Termination. A RSU may be awarded upon satisfaction of such performance goals as are set out in advance in the Participant’s individual Award Agreement (the

“Performance RSU Agreement”) that will be in such form (which need not be the same for each Participant) as the Committee will from time to time approve, and will comply with and be subject to the terms and conditions of this Plan. If the RSU is being earned upon the satisfaction of performance goals pursuant to a Performance RSU Agreement, then the Committee will: (a) determine the nature, length and starting date of any Performance Period for each RSU; (b) select performance criteria, including if the Award is intended to qualify as “performance-based compensation” under Code Section 162(m) from among the Performance Factors, to be used to measure performance goals, if any; and (c) determine the number of Shares deemed subject to the RSU. For RSUs intended to comply with the requirements of Section 162(m) of the Code, the performance goals will be determined at a time when the achievement of the performance goals remains substantially uncertain and shall otherwise be administered in a manner that complies with the requirements under that statute. Prior to settlement of any RSU earned upon the satisfaction of performance goals pursuant to a Performance RSU Agreement, the Committee shall determine the extent to which such RSU has been earned. Performance Periods may overlap and Participants may participate simultaneously with respect to RSUs that are subject to different Performance Periods and different performance goals and other criteria. The number of Shares may be fixed or may vary in accordance with such performance goals and criteria as may be determined by the Committee. The Committee may adjust the performance goals applicable to the RSUs to take into account changes in law and accounting or tax rules and to make such adjustments as the Committee deems necessary or appropriate to reflect the impact of extraordinary or unusual items, events or circumstances to avoid windfalls or hardships.

8.2 *Form and Timing of Exercise.* The portion of a RSU being settled may be paid currently or on a deferred basis with such interest or dividend equivalent, if any, as the Committee may determine. Payment may be made in the form of cash or whole Shares or a combination thereof, either in a lump sum payment or in installments, all as the Committee will determine.

9. *Stock Appreciation Rights.* A Stock Appreciation Right (or SAR) is an award that may be exercised for cash or Shares (which may consist of Restricted Stock), having a value equal to the value determined by multiplying the difference between the Fair Market Value on the date of settlement over the Exercise Price and the number of Shares with respect to which the SAR is being settled. A SAR may be awarded for past services already rendered to the Company, or any Parent or Subsidiary of the Company pursuant to an Award Agreement (the *“SAR Agreement”*) that will be in such form (which need not be the same for each Participant) as the Committee will from time to time approve, and will comply with and be subject to the following:

9.1 *Terms of SARs.* SARs may vary from Participant to Participant and between groups of Participants, and may be based upon the achievement of the Company, Parent or Subsidiary and/or individual performance factors or upon such other criteria as the Committee may determine. The Committee will determine all terms of each SAR including, without limitation: the number of Shares deemed subject to each SAR, the time or times during which each SAR may be settled, the consideration to be distributed on settlement, and the effect on each SAR of its holder’s Termination. The Exercise Price of a SAR will be determined by the Committee when the SAR is granted and may not be less than 100% of the Fair Market Value of the Shares on the date of grant. A SAR may be awarded upon satisfaction of such performance goals as are set out in advance in the Participant’s individual Award Agreement (the *“Performance SAR Agreement”*) that will be in such form (which need not be the same for each Participant) as the Committee will from time to time approve, and will comply with and be subject to the terms and conditions of this Plan. If the SAR is being earned upon the satisfaction of performance goals pursuant to a Performance SAR Agreement, then the Committee will: (a) determine the nature, length and starting date of any Performance Period for each SAR; (b) select performance criteria, including if the Award is intended to qualify as “performance-based compensation” under Code Section 162(m) from among the Performance Factors, to be used to measure performance goals, if any; and (c) determine the number of Shares deemed subject to the SAR. Prior to exercise of any SAR earned upon the satisfaction of performance goals pursuant to a Performance SAR Agreement, the Committee shall determine the extent to which such SAR has been earned. Performance Periods may overlap and Participants may participate simultaneously with respect to SARs that are subject to different Performance Periods and different performance goals and other criteria. The number of Shares may be fixed or may vary in accordance with such performance goals and criteria as may be determined by the Committee. The Committee may adjust the performance goals applicable to the SARs to take into account changes in law and accounting or tax rules and to make such adjustments as the Committee deems necessary or appropriate to reflect the impact of extraordinary or unusual items, events or circumstances to avoid windfalls or hardships. Notwithstanding anything to the contrary elsewhere in the Plan, the Company is subject to Section 21.2 below with respect to any proposal to

reprice outstanding SARs. The term of a SAR shall be ten (10) years from the date the SAR is awarded or such shorter term as may be provided in the Award Agreement.

9.2 *Form and Timing of Settlement.* The portion of a SAR being settled may be paid currently or on a deferred basis with such interest or dividend equivalent, if any, as the Committee may determine. Payment may be made in the form of cash or whole Shares or a combination thereof, either in a lump sum payment or in installments, all as the Committee will determine.

10. *Payment for Share Purchases.* Payment for Shares purchased pursuant to this Plan may be made in cash, by check or by wire transfer or, where expressly approved for the Participant by the Committee and where permitted by law:

(a) by cancellation of indebtedness of the Company to the Participant;

(b) by surrender of shares that either: (1) have been owned by Participant for more than six (6) months and have been paid for within the meaning of SEC Rule 144 (and, if such shares were purchased from the Company by use of a promissory note, such note has been fully paid with respect to such shares); or (2) were obtained by Participant in the public market;

(c) cashless “net exercise” arrangement pursuant to which the Company will reduce the number of Shares issued upon exercise by the largest whole number of Shares having an aggregate Fair Market Value that does not exceed the aggregate exercise price; provided that the Company shall accept a cash or other payment from the Participant to the extent of any remaining balance of the exercise price not satisfied by such reduction in the number of whole Shares to be issued;

(d) by waiver of compensation due or accrued to the Participant for services rendered;

(e) with respect only to purchases upon exercise of an Option, and provided that a public market for the Company’s stock exists, through a “same day sale” commitment from the Participant and a broker-dealer that is a member of the Financial Industry Regulatory Authority (a “*FINRA Dealer*”) whereby the Participant irrevocably elects to exercise the Option and to sell a portion of the Shares so purchased to pay for the Exercise Price and any applicable withholding obligations, and whereby the FINRA Dealer irrevocably commits upon receipt of such Shares to forward the Exercise Price directly to the Company;

(f) by such other consideration and method of payment as permitted by the Committee and applicable law; or

(g) by any combination of the foregoing.

11. *Withholding Taxes.*

11.1 *Withholding Generally.* It shall be a condition to the grant of an Award under this Plan that the Participant satisfy any tax withholding or similar obligations applicable to the Award that may be legally imposed upon the Participant. Whenever Awards are to be granted or Shares are to be issued in satisfaction of Awards granted under this Plan, the Participant shall make such arrangements as the Company may require to remit to the Company an amount sufficient to satisfy federal, state, local, or foreign withholding tax requirements prior to the delivery of any Award Agreement or certificate or certificates for Award Shares. Whenever, under this Plan, payments in satisfaction of Awards are to be made in cash, such payment will be net of an amount sufficient to satisfy federal, state, and local withholding tax requirements.

11.2 *Stock Withholding.* When, under applicable tax laws, a Participant incurs tax liability in connection with the grant, exercise or vesting of any Award that is subject to tax withholding and the Participant is obligated to pay the Company the amount required to be withheld, the Committee may allow the Participant to satisfy the minimum withholding tax obligation by electing to have the Company withhold from the Shares to be issued that number of Shares having a Fair Market Value equal to the minimum amount required to be withheld,

determined on the date that the amount of tax to be withheld is to be determined (the “*Tax Date*”). All elections by a Participant to have Shares withheld for this purpose will be made in writing in a form and during a period acceptable to the Committee.

12. *Privileges of Stock Ownership; Voting and Dividends.* Except to the extent that the Committee grants an RSU that entitles the Participant to credit for dividends paid on Award Shares prior to the date such Shares are issued to the Participant (as reflected in the RSU Agreement), no Participant will have any of the rights of a stockholder with respect to any Shares until the Shares are issued to the Participant. After Shares are issued to the Participant, the Participant will be a stockholder and have all the rights of a stockholder with respect to such Shares, including the right to vote and receive all dividends or other distributions made or paid with respect to such Shares; *provided*, that if such Shares are restricted stock, then any new, additional or different securities the Participant may become entitled to receive with respect to such Shares by virtue of a stock dividend, stock split or any other change in the corporate or capital structure of the Company will be subject to the same restrictions as the restricted stock; *provided, further*, that the Participant will have no right to retain such stock dividends or stock distributions with respect to Shares that are repurchased at the Participant’s original Purchase Price or otherwise forfeited to the Company.

13. *Transferability.* Awards granted under this Plan, and any interest therein, will not be transferable or assignable by Participant, and may not be made subject to execution, attachment or similar process, otherwise than by will or by the laws of descent and distribution or as consistent with the specific Plan and Award Agreement provisions relating thereto. All Awards shall be exercisable: (i) during the Participant’s lifetime, only by (A) the Participant, or (B) the Participant’s guardian or legal representative; and (ii) after Participant’s death, by the legal representative of the Participant’s heirs or legatees.

14. *Restrictions on Shares.* At the discretion of the Committee, the Company may reserve to itself and/or its assignee(s) in the Award Agreement a right to repurchase a portion of or all Shares that are not vested held by a Participant following such Participant’s Termination at any time specified after the Participant’s Termination Date, for cash and/or cancellation of purchase money indebtedness, at the Participant’s original Exercise Price or Purchase Price, as the case may be. Alternatively, at the discretion of the Committee, Award Shares issued to the Participant for which the Participant did not pay any Exercise or Purchase Price may be forfeited to the Company on such terms and conditions as may be specified in the Award Agreement. All certificates for Shares or other securities delivered under this Plan will be subject to such stock transfer orders, legends and other restrictions as the Committee may deem necessary or advisable, including restrictions under any applicable federal, state or foreign securities law, or any rules, regulations and other requirements of the SEC or any stock exchange or automated quotation system upon which the Shares may be listed or quoted.

15. *Escrow; Pledge of Shares.* To enforce any restrictions on a Participant’s Shares, the Committee may require the Participant to deposit all certificates representing Shares, together with stock powers or other instruments of transfer approved by the Committee, appropriately endorsed in blank, with the Company or an agent designated by the Company to hold in escrow until such restrictions have lapsed or terminated, and the Committee may cause a legend or legends referencing such restrictions to be placed on the certificates.

16. *Exchange and Buyout of Awards.* The Committee may, at any time or from time to time, authorize the Company, with the consent of the respective Participants, to issue new Awards in exchange for the surrender and cancellation of any or all outstanding Awards. This Section shall not be construed to defeat the requirements of Section 21.2 with respect to any proposed repricing of Options or SARs.

17. *Securities Law and Other Regulatory Compliance.* An Award will not be effective unless such Award is in compliance with all applicable federal and state securities laws, rules and regulations of any governmental body, and the requirements of any stock exchange or automated quotation system upon which the Shares may then be listed or quoted, as they are in effect on the date of grant of the Award and also on the date of exercise or other issuance. Notwithstanding any other provision in this Plan, the Company will have no obligation, and no liability for failure, to issue Shares or deliver certificates for Shares under this Plan prior to: (a) obtaining any approvals from governmental agencies that the Company determines are necessary or advisable; and/or (b) completion of any registration or other qualification of such Shares under any state or federal law or ruling of any governmental body that the Company determines to be necessary or advisable. The Company will be under no

obligation to register the Shares with the SEC or to effect compliance with the registration, qualification or listing requirements of any state securities laws, stock exchange or automated quotation system, and the Company will have no liability for any inability or failure to do so.

18. *Corporate Transactions.*

18.1 *Assumption or Replacement of Awards by Successor.* In the event of (a) a dissolution or liquidation of the Company, (b) a merger or consolidation in which the Company is not the surviving corporation (*other than* a merger or consolidation with a wholly-owned subsidiary, a reincorporation of the Company in a different jurisdiction, or other transaction in which there is no substantial change in the stockholders of the Company or their relative stock holdings and the Awards granted under this Plan are assumed, converted or replaced by the successor corporation, which assumption will be binding on all Participants), (c) a merger in which the Company is the surviving corporation but after which the stockholders of the Company (other than any stockholder which merges (or which owns or controls another corporation which merges) with the Company in such merger) cease to own their shares or other equity interests in the Company, (d) the sale of substantially all of the assets of the Company, or (e) any other transaction which qualifies as a “corporate transaction” under Section 424(a) of the Code wherein the stockholders of the Company give up all of their equity interest in the Company (*except* for the acquisition, sale or transfer of all or substantially all of the outstanding shares of the Company from or by the stockholders of the Company), any or all outstanding Awards may be assumed, converted or replaced by the successor corporation (if any), which assumption, conversion or replacement will be binding on all Participants, or the successor corporation may substitute equivalent awards or provide substantially similar consideration to Participants as was provided to stockholders (after taking into account the existing provisions of the Awards); provided that, unless otherwise determined by the Board, all Awards granted pursuant to Section 6 shall accelerate and be fully vested upon such merger, consolidation or corporate transaction. In the event such successor corporation (if any) fails to assume or substitute Awards pursuant to a transaction described in this Subsection 18.1, all such Awards will expire on such transaction at such time and on such conditions as the Board shall determine.

18.2 *Other Treatment of Awards.* Subject to any greater rights granted to Participants under the foregoing provisions of this Section 18, in the event of the occurrence of any transaction described in Section 18.1, any outstanding Awards will be treated as provided in the applicable agreement or plan of merger, consolidation, dissolution, liquidation, sale of assets or other “corporate transaction.”

18.3 *Assumption of Awards by the Company.* The Company, from time to time, also may substitute or assume outstanding awards granted by another company, whether in connection with an acquisition of such other company or otherwise, by either; (a) granting an Award under this Plan in substitution of such other company’s award; or (b) assuming such award as if it had been granted under this Plan if the terms of such assumed award could be applied to an Award granted under this Plan. Such substitution or assumption will be permissible if the holder of the substituted or assumed award would have been eligible to be granted an Award under this Plan if the other company had applied the rules of this Plan to such grant. In the event the Company assumes an award granted by another company, the terms and conditions of such award will remain unchanged (*except* that the exercise price and the number and nature of Shares issuable upon exercise of any such option will be adjusted appropriately pursuant to Section 424(a) of the Code). In the event the Company elects to grant a new Option rather than assuming an existing option, such new Option may be granted with a similarly adjusted Exercise Price.

19. *No Obligation to Employ; Accelerated Expiration of Award for Harmful Act.* Nothing in this Plan or any Award granted under this Plan will confer or be deemed to confer on any Participant any right to continue in the employ of, or to continue any other relationship with, the Company or any Parent, Subsidiary or Affiliate of the Company or limit in any way the right of the Company or any Parent, Subsidiary or Affiliate of the Company to terminate Participant’s employment or other relationship at any time, with or without cause. Notwithstanding anything to the contrary herein, if a Participant is Terminated because of such Participant’s actual or alleged commitment of a criminal act or an intentional tort and the Company (or an employee of the Company) is the victim or object of such criminal act or intentional tort or such criminal act or intentional tort results, in the reasonable opinion of the Company, in liability, loss, damage or injury to the Company, then, at the Company’s election, Participant’s Awards shall not be exercisable or settleable and shall terminate and expire upon the Participant’s Termination Date. Termination by the Company based on a Participant’s alleged commitment of a criminal act or an intentional tort shall be based on a reasonable investigation of the facts and a determination by the Company that a

preponderance of the evidence discovered in such investigation indicates that such Participant is guilty of such criminal act or intentional tort.

20. *Compliance with Section 409A.* Notwithstanding anything to the contrary contained herein, to the extent that the Committee determines that any Award granted under the Plan is subject to Code Section 409A and unless otherwise specified in the applicable Award Agreement, the Award Agreement evidencing such Award shall incorporate the terms and conditions necessary for such Award to avoid the consequences described in Code Section 409A(a)(1), and to the maximum extent permitted under applicable law (and unless otherwise stated in the applicable Award Agreement), the Plan and the Award Agreements shall be interpreted in a manner that results in their conforming to the requirements of Code Section 409A(a)(2), (3) and (4) and any Department of Treasury or Internal Revenue Service regulations or other interpretive guidance issued under Section 409A (whenever issued, the "Guidance"). Notwithstanding anything to the contrary in this Plan (and unless the Award Agreement provides otherwise, with specific reference to this sentence), to the extent that a Participant holding an Award that constitutes "deferred compensation" under Section 409A and the Guidance is a "specified employee" at the time of his or her "separation from service" (as each is defined under Section 409A and applicable Guidance), no distribution or payment of any amount shall be made before a date that is six (6) months following the date of such Participant's separation from service or, if earlier, the date of the Participant's death within such six (6) month period.

21. *Certain Stockholder Approval Matters.*

21.1 *Plan Effectiveness; Increasing Plan Shares.* This Plan became effective on July 20, 2004 (the "Effective Date"). Any amendment to this Plan increasing the number of Shares available for issuance hereunder shall be approved by the stockholders of the Company, consistent with applicable laws, within twelve (12) months before or after the effective date of such amendment ("Amendment Effective Date"). Upon the Amendment Effective Date, the Board may grant Awards covering such additional Shares pursuant to this Plan; provided, however, that: (a) no Option granted pursuant to such increase in the number of Shares subject to this Plan approved by the Board may be exercised prior to the time such increase has been approved by the stockholders of the Company; and (b) in the event that stockholder approval of any such amendment increasing the number of Shares subject to this Plan is not obtained, all Awards covering such additional Shares granted hereunder will be canceled, any Shares issued pursuant to any Award will be canceled, and any purchase of Shares hereunder will be rescinded.

21.2 *Repricing Matters.* Except in connection with a corporate transaction involving the Company (including without limitation any stock dividend, recapitalization, stock split, reverse stock split, subdivision, combination, reclassification, reorganization, merger, consolidation, split-up, spin-off or exchange of shares), the terms of outstanding Awards may not without stockholder approval be amended to reduce the exercise price of outstanding Options or SARs, or to cancel outstanding Options or SARs in exchange either for (a) cash, or (b) new Options, SARs or other Awards with an exercise price that is less than the exercise price of the original (cancelled) Options or SARs.

22. *Term of Plan.* Unless earlier terminated as provided herein, this Plan will terminate on July 20, 2014.

23. *Amendment or Termination of Plan.* The Board may at any time terminate or amend this Plan in any respect, including without limitation amendment of Section 6 of this Plan; *provided, however*, that the Board will not, without the approval of the stockholders of the Company, amend this Plan to increase the number of shares that may be issued under this Plan, change the designation of employees or class of employees eligible for participation in this Plan, take any action in conflict with Section 21.2 above, or otherwise materially modify a provision of the Plan if such modification requires stockholder approval under the applicable rules and regulations of the Nasdaq Market.

24. *Nonexclusivity of the Plan.* Neither the adoption of this Plan by the Board, the submission of this Plan to the stockholders of the Company for approval, nor any provision of this Plan will be construed as creating any limitations on the power of the Board to adopt such additional compensation arrangements as it may deem desirable, including, without limitation, the granting of stock options and bonuses otherwise than under this Plan, and such arrangements may be either generally applicable or applicable only in specific cases.

25. *Definitions.* As used in this Plan, the following terms will have the following meanings:

“*Affiliate*” means any corporation that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, another corporation, where “control” (including the terms “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to cause the direction of the management and policies of the corporation, whether through the ownership of voting securities, by contract or otherwise.

“*Award*” means any award under this Plan, including any Option, Stock Appreciation Right, Restricted Stock Unit, or Restricted Stock Award.

“*Award Agreement*” means, with respect to each Award, the signed written agreement between the Company and the Participant setting forth the terms and conditions of the Award.

“*Board*” means the Board of Directors of the Company.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Committee*” means the committee appointed by the Board to administer this Plan, or if no such committee is appointed, the Board.

“*Company*” means Symantec Corporation, a corporation organized under the laws of the State of Delaware, or any successor corporation.

“*Disability*” means a disability, whether temporary or permanent, partial or total, within the meaning of Section 22(e)(3) of the Code, as determined by the Committee.

“*Exchange Act*” means the Securities Exchange Act of 1934, as amended.

“*Exercise Price*” means the price at which a holder of an Option may purchase the Shares issuable upon exercise of the Option, and in the case of a Stock Appreciation Right the value specified on the date of grant that is subtracted from the Fair Market Value when such Stock Appreciation Right is settled.

“*Fair Market Value*” means, as of any date, the value of a share of the Company’s Common Stock determined as follows:

(a) if such Common Stock is then quoted on the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market (collectively, the “*Nasdaq Market*”), its closing price on the Nasdaq Market on the date of determination as reported in *The Wall Street Journal*;

(b) if such Common Stock is publicly traded and is then listed on a national securities exchange, its closing price on the date of determination on the principal national securities exchange on which the Common Stock is listed or admitted to trading as reported in *The Wall Street Journal*;

(c) if such Common Stock is publicly traded but is not quoted on the Nasdaq Market nor listed or admitted to trading on a national securities exchange, the average of the closing bid and asked prices on the date of determination as reported in *The Wall Street Journal*; or

(d) if none of the foregoing is applicable, by the Committee in good faith.

“*Insider*” means an officer or director of the Company or any other person whose transactions in the Company’s Common Stock are subject to Section 16 of the Exchange Act.

“*Outside Director*” shall mean a person who satisfies the requirements of an “outside director” as set forth in regulations promulgated under Section 162(m) of the Code.

“Option” means an award of an option to purchase Shares pursuant to Section 5.

“Parent” means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if at the time of the granting of an Award under this Plan, each of such corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

“Participant” means a person who receives an Award under this Plan.

“Performance Factors” means the factors selected by the Committee from among the following measures to determine whether the performance goals established by the Committee and applicable to Awards have been satisfied:

- (1) Net revenue and/or net revenue growth;
- (2) Earnings before income taxes and amortization and/or earnings before income taxes and amortization growth;
- (3) Operating income and/or operating income growth;
- (4) Net income and/or net income growth;
- (5) Earnings per share and/or earnings per share growth;
- (6) Total stockholder return and/or total stockholder return growth;
- (7) Return on equity;
- (8) Operating cash flow return on income;
- (9) Adjusted operating cash flow return on income;
- (10) Economic value added; and
- (11) Individual business goals or criteria that can be objectively specified in a manner that complies with Section 162(m).

“Performance Period” means the period of service determined by the Committee, not to exceed five years, during which years of service or performance is to be measured for Restricted Stock Awards.

“Plan” means this Symantec Corporation 2004 Equity Incentive Plan, as amended from time to time.

“Purchase Price” means the price to be paid for Shares acquired under this Plan pursuant to an Award other than an Option.

“Restricted Stock Award” means an award of Shares pursuant to Section 7.

“Restricted Stock Unit” or *“RSU”* means an award of Shares pursuant to Section 8.

“Securities Act” means the Securities Act of 1933, as amended.

“Shares” means shares of the Company’s Common Stock reserved for issuance under this Plan, as adjusted pursuant to Sections 2 and 18, and any successor security.

“Stock Appreciation Right” or *“SAR”* means an Award, granted pursuant to Section 9.

“Subsidiary” means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company if, at the time of granting of the Award, each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

“Termination” or *“Terminated”* means, for purposes of this Plan with respect to a Participant, that the Participant has for any reason ceased to provide services as an employee, director, consultant, independent contractor or advisor to the Company or a Parent, Subsidiary or Affiliate of the Company, except in the case of sick leave, military leave, or any other leave of absence approved by the Committee, provided that such leave is for a period of not more than ninety (90) days, or reinstatement upon the expiration of such leave is guaranteed by contract or statute. The Committee will have sole discretion to determine whether a Participant has ceased to provide services and the effective date on which the Participant ceased to provide services (the *“Termination Date”*).

EXHIBIT III

**CURRENT REPORT ON FORM 8-K FURNISHED BY SYMANTEC CORPORATION
TO THE SEC ON MAY 5, 2010**

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of Earliest Event Reported): May 5, 2010

Symantec Corporation

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction of
Incorporation)

000-17781
(Commission
File Number)

77-0181864
(IRS Employer
Identification No.)

350 Ellis Street, Mountain View, CA
(Address of Principal Executive Offices)

94043
(Zip Code)

Registrant's Telephone Number, Including Area Code **(650) 527-8000**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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-

Item 2.02. Results of Operations and Financial Condition

On May 5, 2010, Symantec Corporation (the “Company”) issued a press release announcing financial results for the fiscal quarter and year ended April 2, 2010. A copy of the press release is furnished as Exhibit 99.01 to this Current Report and is incorporated herein by reference.

The information in this Current Report, including the exhibit hereto, shall not be deemed to be “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section or Sections 11 and 12(a)(2) of the Securities Act of 1933, as amended. The information contained herein and in the accompanying exhibit shall not be incorporated by reference into any registration statement or other document filed with the Securities and Exchange Commission by the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing, except as shall be expressly set forth by specific reference in such filing.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit Number	Exhibit Title or Description
99.01	Press release issued by Symantec Corporation, dated May 5, 2010

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Symantec Corporation

Date: May 5, 2010

By: /s/ James A. Beer
James A. Beer
Executive Vice President and Chief Financial
Officer

Exhibit Index

Exhibit Number	Exhibit Title or Description
99.01	Press release issued by Symantec Corporation, dated May 5, 2010

News Release

MEDIA CONTACT:

Nicole Kenyon
Symantec Corp.
650-527-5547
Nicole_Kenyon@Symantec.com

INVESTOR CONTACT:

Helyn Corcos
Symantec Corp.
650-527-5523
Hcorcos@symantec.com

Symantec Reports Fourth Quarter Fiscal 2010 Results

Fourth Quarter

- *Non-GAAP Revenue of \$1.535 billion*
- *Non-GAAP Operating Margin of 28.3 percent*
- *Non-GAAP Earnings Per Share of \$0.40*
- *Non-GAAP Deferred Revenue of \$3.22 billion*
- *Cash Flow from Operations of \$703 million*

Fiscal Year 2010

- *Non-GAAP Revenue of \$6.01 billion*
- *Non-GAAP Operating Margin of 28.6 percent*
- *Non-GAAP Earnings Per Share of \$1.51*
- *Non-GAAP Deferred Revenue of \$3.22 billion*
- *Cash Flow from Operations of \$1.69 billion*

MOUNTAIN VIEW, Calif. – May 5, 2010 – Symantec Corp. (Nasdaq:SYMC) today reported the results of its fiscal fourth quarter and the fiscal year 2010, ended April 2, 2010. GAAP revenue for the fiscal fourth quarter was \$1.531 billion. Non-GAAP revenue was \$1.535 billion, up 3 percent over the comparable period a year ago (flat after adjusting for currency). For the fiscal year, GAAP revenue was \$5.99 billion and non-GAAP revenue was \$6.01 billion.

“We closed our fiscal year achieving better than expected results on our key financial metrics in the fourth quarter. Sales activity continued to improve as the team utilized the broader Symantec portfolio to take advantage of cross-sell and up-sell opportunities,” said Enrique Salem, president and chief executive officer, Symantec. “We drove continued improvement in our execution and results this year, positioning the company well for fiscal year 2011 as we focus on making it simpler for customers to secure and manage their information.”

“Our business continues to deliver strong cash flow from operations, generating \$1.69 billion this fiscal year and \$703 million in the fourth quarter,” said James Beer, executive vice president and chief financial officer, Symantec. “The consumer business reported its sixth consecutive quarter of growth and our enterprise business was driven by strong sales of hosted services, data loss prevention, backup and archiving solutions.”

(More)

Symantec Reports Fourth Quarter Fiscal 2010 Results

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GAAP Results: GAAP operating margin for the fourth quarter of fiscal year 2010 was 16.1 percent. GAAP net income for the fiscal fourth quarter was \$184 million compared with a net loss of \$264 million for the same quarter last year. GAAP diluted earnings per share were \$0.23 compared with a loss per share of \$0.32 for the same quarter last year. The GAAP net loss for the year-ago quarter includes a non-cash goodwill impairment charge of \$413 million.

For the fiscal year 2010, Symantec reported GAAP operating income of \$933 million compared with an operating loss of \$6.5 billion for fiscal 2009. GAAP net income for fiscal year 2010 was \$714 million compared with a net loss of \$6.8 billion for fiscal year 2009. GAAP diluted earnings per share for the year was \$0.87 compared with a diluted loss per share of \$8.17 for the fiscal year 2009. The GAAP net loss for fiscal year 2009 includes a non-cash goodwill impairment charge of \$7.4 billion.

GAAP deferred revenue as of April 2, 2010, was \$3.21 billion compared with \$3.06 billion as of April 3, 2009, up 5 percent year-over-year. After adjusting for currency, GAAP deferred revenue increased 4 percent year-over-year. Cash flow from operating activities for the fourth quarter of fiscal year 2010 was \$703 million. Symantec ended the quarter and fiscal year with cash, cash equivalents and short-term investments of \$3.04 billion. Cash flow from operating activities for fiscal year 2010 was \$1.69 billion compared with \$1.67 billion for fiscal year 2009.

Non-GAAP Results: Non-GAAP operating margin for the fourth quarter of fiscal year 2010 was 28.3 percent. Non-GAAP net income for the fiscal fourth quarter was \$327 million compared with \$318 million for the year-ago period. Non-GAAP diluted earnings per share were \$0.40 compared with earnings per share of \$0.38 for the year-ago quarter, an increase of 5 percent year-over-year.

Non-GAAP deferred revenue as of April 2, 2010, was \$3.22 billion compared with \$3.08 billion as of April 3, 2009, an increase of 4 percent year-over-year. After adjusting for currency, non-GAAP deferred revenue increased 3 percent year-over-year.

Fiscal year 2010 non-GAAP operating margin was 28.6 percent. Non-GAAP net income for the fiscal year 2010 was \$1.24 billion compared with \$1.32 billion in fiscal year 2009. Non-GAAP diluted earnings per share were \$1.51 compared with earnings per share of \$1.57 for fiscal year 2009.

For a detailed reconciliation of our GAAP to non-GAAP results, please refer to the attached consolidated financial statements.

During the fourth quarter of fiscal year 2010, Symantec repurchased 11.2 million shares for \$189 million at an average price of \$16.93. During the fiscal year 2010, the company repurchased 33.8 million shares at an average price of \$16.39, equivalent to \$553 million. Symantec has \$747 million remaining in the current board authorized stock repurchase plan.

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Business Segment and Geographic Highlights

For the quarter, Symantec's Consumer segment represented 31 percent of total non-GAAP revenue and increased 9 percent year-over-year (increased 6 percent after adjusting for currency). The Security and Compliance segment represented 24 percent of total non-GAAP revenue and increased 2 percent year-over-year (declined 1 percent after adjusting for currency). The Storage and Server Management segment represented 38 percent of total non-GAAP revenue and declined 1 percent year-over-year (declined 4 percent after adjusting for currency). Services represented 7 percent of total non-GAAP revenue and increased 8 percent year-over-year (increased 6 percent after adjusting for currency).

International revenue represented 50 percent of total non-GAAP revenue in the fourth quarter of fiscal year 2010 and increased 3 percent year-over-year (declined 3 percent after adjusting for currency). The Europe, Middle East and Africa region represented 30 percent of total non-GAAP revenue for the quarter and increased 2 percent year-over-year (declined 4 percent after adjusting for currency). The Asia Pacific/Japan revenue for the quarter represented 15 percent of total non-GAAP revenue and increased 5 percent year-over-year (declined 1 percent after adjusting for currency). The Americas, including the United States, Latin America and Canada, represented 55 percent of total non-GAAP revenue and increased 3 percent year-over-year on an actual and currency adjusted basis.

First Quarter Fiscal Year 2011 Guidance

Beginning in fiscal year 2011 Symantec will no longer report revenue and deferred revenue on a non-GAAP basis. The June quarter guidance is solely based on GAAP revenue and deferred revenue expectations.

Guidance assumes an exchange rate of \$1.35 per Euro for the June 2010 quarter versus the actual weighted average rate of \$1.37 per Euro for the June 2009 quarter, approximately a 1 percent currency headwind. The end of period rate for the June 2009 quarter was \$1.40, approximately a 3.5 percent currency headwind versus the \$1.35 per Euro assumption for the June 2010 quarter.

For the first quarter of fiscal year 2011, ending July 2, 2010, GAAP revenue is estimated between \$1.48 billion and \$1.50 billion, up 3 to 5 percent year-over-year on an actual and currency adjusted basis.

GAAP diluted earnings per share are estimated between \$0.16 and \$0.17. Non-GAAP diluted earnings per share are estimated between \$0.35 and \$0.36, up 6 to 9 percent year-over-year.

GAAP deferred revenue is expected to be in the range of \$3.06 billion and \$3.09 billion, up 3 to 4 percent year-over-year (4 to 5 percent growth after adjusting for currency).

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Conference Call

Symantec has scheduled a conference call for 5 p.m. ET/2 p.m. PT today to discuss the results from the fiscal fourth quarter and the fiscal year 2010, ended April 2, 2010, and to review guidance. Interested parties may access the conference call on the Internet at <http://www.symantec.com/invest> . To listen to the live call, please go to the Web site at least 15 minutes early to register, download and install any necessary audio software. A replay and script of our officers' remarks will be available on the investor relations' home page shortly after the call is completed.

About Symantec

Symantec is a global leader in providing security, storage and systems management solutions to help consumers and organizations secure and manage their information-driven world. Our software and services protect against more risks at more points, more completely and efficiently, enabling confidence wherever information is used or stored. More information is available at www.symantec.com .

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NOTE TO EDITORS: If you would like additional information on Symantec Corporation and its products, please visit the Symantec News Room at <http://www.symantec.com/news> . All prices noted are in U.S. dollars and are valid only in the United States.

Symantec and the Symantec Logo are trademarks or registered trademarks of Symantec Corporation or its affiliates in the U.S. and other countries. Other names may be trademarks of their respective owners.

FORWARD-LOOKING STATEMENTS: This press release contains statements regarding our financial and business results, which may be considered forward-looking within the meaning of the U.S. federal securities laws, including projections of future revenue, earnings per share and deferred revenue, as well as projections of amortization of acquisition-related intangibles and stock-based compensation and restructuring charges. These statements are subject to known and unknown risks, uncertainties and other factors that may cause our actual results, levels of activity, performance or achievements to differ materially from results expressed or implied in this press release. Such risk factors include those related to: general economic conditions; maintaining customer and partner relationships; the anticipated growth of certain market segments, particularly with regard to security and storage; the competitive environment in the software industry; changes to operating systems and product strategy by vendors of operating systems; fluctuations in currency exchange rates; the timing and market acceptance of new product releases and upgrades; the successful development of new products and integration of acquired businesses, and the degree to which these products and businesses gain market acceptance. Actual results may differ materially from those contained in the forward-looking statements in this press release. We assume no obligation, and do not intend, to update these forward-looking statements as a result of future events or developments. Additional information concerning these and other risks factors is contained in the Risk Factors sections of our Form 10-K for the year ended April 3, 2009.

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USE OF NON-GAAP FINANCIAL INFORMATION: Our results of operations have undergone significant change due to a series of acquisitions, the impact of SFAS 123(R), impairment charges and other corporate events. To help our readers understand our past financial performance and our future results, we supplement the financial results that we provide in accordance with generally accepted accounting principles, or GAAP, with non-GAAP financial measures. The method we use to produce non-GAAP results is not computed according to GAAP and may differ from the methods used by other companies. Our non-GAAP results are not meant to be considered in isolation or as a substitute for comparable GAAP measures and should be read only in conjunction with our consolidated financial statements prepared in accordance with GAAP. Our management regularly uses our supplemental non-GAAP financial measures internally to understand, manage and evaluate our business and make operating decisions. These non-GAAP measures are among the primary factors management uses in planning for and forecasting future periods. Investors are encouraged to review the reconciliation of our non-GAAP financial measures to the comparable GAAP results, which is attached to our quarterly earnings release and which can be found, along with other financial information, on the investor relations' page of our Web site at www.symantec.com/invest .

SYMANTEC CORPORATION
Condensed Consolidated Balance Sheets
(In millions)

	April 2, 2010 (Unaudited)	April 3, 2009 ⁽¹⁾
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 3,029	\$ 1,793
Short-term investments	15	199
Trade accounts receivable, net	856	837
Inventories	25	27
Deferred income taxes	176	163
Other current assets	250	278
Total current assets	4,351	3,297
Property and equipment, net	949	973
Intangible assets, net	1,179	1,639
Goodwill	4,605	4,561
Investment in joint venture	58	97
Other long-term assets	90	71
Total assets	\$ 11,232	\$ 10,638
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 214	\$ 190
Accrued compensation and benefits	349	374
Deferred revenue	2,835	2,644
Income taxes payable	35	44
Other current liabilities	338	261
Total current liabilities	3,771	3,513
Convertible senior notes	1,871	1,766
Long-term deferred revenue	371	419
Long-term deferred tax liabilities	195	181
Long-term income taxes payable	426	522
Other long-term liabilities	50	90
Total liabilities	6,684	6,491
Total stockholders' equity	4,548	4,147
Total liabilities and stockholders' equity	\$ 11,232	\$ 10,638

(1) Derived from audited financials, as adjusted for the retrospective adoption of new authoritative guidance on convertible debt instruments.

SYMANTEC CORPORATION
Condensed Consolidated Statements of Operations
(In millions, except per share data)

	Three Months Ended		Year-Over-Year Growth Rate	
	April 2, 2010	April 3, 2009 ⁽¹⁾	Actual	Constant Currency ⁽²⁾
Net revenue:				
Content, subscription, and maintenance	\$ 1,279	\$ 1,194		
License	252	274		
Total net revenue	1,531	1,468	4%	2%
Cost of revenue:				
Content, subscription, and maintenance	225	209		
License	6	8		
Amortization of acquired product rights	45	90		
Total cost of revenue	276	307	-10%	-10%
Gross profit	1,255	1,161	8%	5%
Operating expenses:				
Sales and marketing	597	545		
Research and development	216	225		
General and administrative	87	82		
Amortization of other purchased intangible assets	61	62		
Restructuring	30	23		
Impairment of goodwill	—	413		
Impairment of assets held for sale	17	3		
Total operating expenses	1,008	1,353	*	*
Operating income (loss)	247	(192)	*	*
Interest income	2	2		
Interest expense	(33)	(31)		
Other income, net	3	—		
Income (loss) before income taxes and loss from joint venture	219	(221)	*	N/A
Provision for income taxes	23	23		
Loss from joint venture	12	20		
Net income (loss)	\$ 184	\$ (264)	*	N/A
Basic net income (loss) per share	\$ 0.23	\$ (0.32)		
Diluted net income (loss) per share	\$ 0.23	\$ (0.32)		
Basic weighted-average shares outstanding	802	819		
Diluted weighted-average shares outstanding	812	819		

* Percentage not meaningful

(1) As adjusted for the retrospective adoption of new authoritative guidance on convertible debt instruments.

- (2) Management refers to growth rates adjusting for currency so that the business results can be viewed without the impact of fluctuations in foreign currency exchange rates. We compare the percentage change in the results from one period to another period in order to provide a framework for assessing how our underlying businesses performed excluding the effect of foreign currency rate fluctuations. To present this information, current and comparative prior period results for entities reporting in currencies other than United States dollars are converted into United States dollars at the actual exchange rates in effect during the respective prior periods.

SYMANTEC CORPORATION
Condensed Consolidated Statements of Operations
(In millions, except per share data)

	Year Ended		Year-Over-Year Growth Rate	
	April 2, 2010	April 3, 2009 ⁽¹⁾	Actual	Constant Currency ⁽²⁾
Net revenue:				
Content, subscription, and maintenance	\$ 5,034	\$ 4,863		
License	951	1,287		
Total net revenue	5,985	6,150	-3%	-3%
Cost of revenue:				
Content, subscription, and maintenance	849	840		
License	22	35		
Amortization of acquired product rights	234	352		
Total cost of revenue	1,105	1,227	-10%	-10%
Gross profit	4,880	4,923	-1%	-1%
Operating expenses:				
Sales and marketing	2,367	2,386		
Research and development	857	870		
General and administrative	352	343		
Amortization of other purchased intangible assets	247	233		
Restructuring	94	96		
Impairment of goodwill	—	7,419		
Impairment of assets held for sale	30	46		
Total operating expenses	3,947	11,393	*	*
Operating income (loss)	933	(6,470)	*	*
Interest income	6	37		
Interest expense	(129)	(125)		
Other income, net	55	8		
Income (loss) before income taxes and loss from joint venture	865	(6,550)	*	N/A
Provision for income taxes	112	183		
Loss from joint venture	39	53		
Net income (loss)	\$ 714	\$ (6,786)	*	N/A
Basic net income (loss) per share	\$ 0.88	\$ (8.17)		
Diluted net income (loss) per share	\$ 0.87	\$ (8.17)		
Basic weighted-average shares outstanding	810	831		
Diluted weighted-average shares outstanding	819	831		

* Percentage not meaningful

(1) As adjusted for the retrospective adoption of new authoritative guidance on convertible debt instruments.

- (2) Management refers to growth rates adjusting for currency so that the business results can be viewed without the impact of fluctuations in foreign currency exchange rates. We compare the percentage change in the results from one period to another period in order to provide a framework for assessing how our underlying businesses performed excluding the effect of foreign currency rate fluctuations. To present this information, current and comparative prior period results for entities reporting in currencies other than United States dollars are converted into United States dollars at the actual exchange rates in effect during the respective prior periods.

SYMANTEC CORPORATION
Condensed Consolidated Statements of Cash Flows
(In millions)

	Year Ended	
	April 2, 2010	April 3, 2009 ⁽¹⁾
OPERATING ACTIVITIES:		
Net income (loss)	\$ 714	\$ (6,786)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation and amortization	733	836
Amortization of discount on senior convertible notes	104	97
Stock-based compensation expense	155	157
Loss and impairment of assets held for sale	30	46
Deferred income taxes	(41)	(127)
Income tax benefit from the exercise of stock options	10	14
Excess income tax benefit from the exercise of stock options	(13)	(18)
Loss from joint venture	39	53
Impairment of goodwill	—	7,419
Net (gain) loss on legal liquidation of foreign entities	(47)	5
Other	—	8
Net change in assets and liabilities, excluding effects of acquisitions:		
Trade accounts receivable, net	(14)	(85)
Inventories	3	6
Accounts payable	4	(49)
Accrued compensation and benefits	(34)	(55)
Deferred revenue	114	141
Income taxes payable	(105)	(29)
Other assets	1	66
Other liabilities	40	(28)
Net cash provided by operating activities	1,693	1,671
INVESTING ACTIVITIES:		
Purchase of property and equipment	(248)	(272)
Proceeds from sale of property and equipment	45	40
Cash payments for business acquisitions, net of cash acquired	(31)	(1,063)
Purchase of equity investment	(21)	(2)
Purchases of available-for-sale securities	(2)	(349)
Proceeds from sales of available-for-sale securities	192	685
Net cash used in investing activities	(65)	(961)
FINANCING ACTIVITIES:		
Net proceeds from sales of common stock under employee stock benefit plans	124	229
Excess income tax benefit from the exercise of stock options	13	18
Tax payments related to restricted stock issuance	(20)	(16)
Repurchase of common stock	(553)	(700)
Repayment of short-term borrowing	—	(200)
Repayment of other long-term liability	(5)	(8)
Net cash used in financing activities	(441)	(677)
Effect of exchange rate fluctuations on cash and cash equivalents	49	(130)
Change in cash and cash equivalents	1,236	(97)
Beginning cash and cash equivalents	1,793	1,890
Ending cash and cash equivalents	\$ 3,029	\$ 1,793

SYMANTEC CORPORATION
Reconciliation of Selected GAAP Measures to Non-GAAP Measures ⁽¹⁾
(In millions, except per share data)

	Three Months Ended						Year-Over-Year Non-GAAP Growth Rate	
	April 2, 2010			April 3, 2009			Actual	Constant Currency ⁽²⁾
	GAAP	Adj	Non-GAAP	GAAP	Adj	Non-GAAP		
Net revenue:	\$ 1,531	\$ 4	\$ 1,535	\$ 1,468	\$ 20	\$ 1,488	3%	0%
Gross profit:	\$ 1,255	\$ 51	\$ 1,306	\$ 1,161	\$ 114	\$ 1,275	2%	-1%
Deferred revenue related to acquisitions		4			20			
Stock-based compensation		3			3			
Amortization of acquired product rights		44			91			
Gross margin %	82.0%		85.1%	79.1%		85.7%	-60bps	-90bps
Operating expenses:	\$ 1,008	\$ (136)	\$ 872	\$ 1,353	\$ (531)	\$ 822	6%	2%
Stock-based compensation		(28)			(31)			
Amortization of other intangible assets		(61)			(61)			
Restructuring		(30)			(23)			
Impairment of goodwill		—			(413)			
Impairment of assets held for sale		(17)			(3)			
Operating expenses as a % of revenue	65.8%		56.8%	92.2%		55.2%	160bps	70bps
Operating income (loss)	\$ 247	\$ 187	\$ 434	\$ (192)	\$ 645	\$ 453	-4%	-5%
Operating margin %	16.1%		28.3%	-13.1%		30.4%	-210bps	-160bps
Net income (loss):	\$ 184	\$ 143	\$ 327	\$ (264)	\$ 582	\$ 318	3%	N/A
Gross profit adjustment		51			114			
Operating expense adjustment		136			531			
Non-cash interest expense		27			25			
Impairment of marketable securities		—			4			
Joint venture: Amortization of other intangible assets/stock-based compensation		2			2			
Income tax effect on above items		(71)			(94)			
Tax related adjustments:								
Release of valuation allowance		(2)			—			
Diluted net income (loss) per share	\$ 0.23	\$ 0.17	\$ 0.40	\$ (0.32)	\$ 0.70	\$ 0.38	5%	N/A

**Diluted weighted-
average shares
outstanding**

812

812

819

828

-2%

N/A

- (1) This presentation includes non-GAAP measures. Our non-GAAP measures are not meant to be considered in isolation or as a substitute for comparable GAAP measures, and should be read only in conjunction with our consolidated financial measures prepared in accordance with GAAP. For a detailed explanation of these non-GAAP measures, please see Symantec's Explanation of Non-GAAP Measures in Appendix A.
- (2) Management refers to growth rates adjusting for currency so that the business results can be viewed without the impact of fluctuations in foreign currency exchange rates. We compare the percentage change in the results from one period to another period in order to provide a framework for assessing how our underlying businesses performed excluding the effect of foreign currency rate fluctuations. To present this information, current and comparative prior period results for entities reporting in currencies other than United States dollars are converted into United States dollars at the actual exchange rates in effect during the respective prior periods.

SYMANTEC CORPORATION
Reconciliation of Selected GAAP Measures to Non-GAAP Measures ⁽¹⁾
(In millions, except per share data)

	Year Ended						Year-Over-Year Non-GAAP Growth Rate	
	April 2, 2010			April 3, 2009			Actual	Constant Currency ⁽²⁾
	GAAP	Adj	Non-GAAP	GAAP	Adj	Non-GAAP		
Net revenue:	\$ 5,985	\$ 24	\$ 6,009	\$ 6,150	\$ 54	\$ 6,204	-3%	-3%
Gross profit:	\$ 4,880	\$ 273	\$ 5,153	\$ 4,923	\$ 421	\$ 5,344	-4%	-4%
Deferred revenue related to acquisitions		24			54			
Stock-based compensation		16			14			
Amortization of acquired product rights		233			353			
Gross margin %	81.5%		85.8%	80.0%		86.1%	-30bps	-40bps
Operating expenses:	\$ 3,947	\$ (510)	\$ 3,437	\$ 11,393	\$ (7,926)	\$ 3,467	-1%	-1%
Stock-based compensation		(139)			(143)			
Amortization of other intangible assets		(247)			(233)			
Restructuring		(94)			(96)			
Impairment of goodwill		—			(7,419)			
Loss and impairment of assets held for sale		(30)			(45)			
Patent settlement		—			10			
Operating expenses as a % of revenue	65.9%		57.2%	185.3%		55.9%	130bps	140bps
Operating income (loss)	\$ 933	\$ 783	\$ 1,716	\$ (6,470)	\$ 8,347	\$ 1,877	-9%	-9%
Operating margin %	15.6%		28.6%	-105.2%		30.3%	-170bps	-180bps
Net income (loss):	\$ 714	\$ 525	\$ 1,239	\$ (6,786)	\$ 8,110	\$ 1,324	-6%	N/A
Gross profit adjustment		273			421			
Operating expense adjustment		510			7,926			
Net gain on legal entity liquidations		(43)			—			
Non-cash interest expense		105			98			
Gain on sale of assets		(4)			—			
Settlements of litigation		—			3			
Impairment of marketable securities		—			4			
Joint venture: Amortization of other intangible assets/stock-based compensation		8			7			
Income tax effect on above items		(251)			(349)			
Tax related adjustments:								

Release of pre-acquisition tax contingencies	(62)	—							
Release of valuation allowance	(11)	—							
Diluted net income (loss) per share	\$ 0.87	\$ 0.64	\$ 1.51	\$ (8.17)	\$ 9.74	\$ 1.57	-4%	N/A	
Diluted weighted-average shares outstanding	819		819	831		842	-3%	N/A	

- (1) This presentation includes non-GAAP measures. Our non-GAAP measures are not meant to be considered in isolation or as a substitute for comparable GAAP measures, and should be read only in conjunction with our consolidated financial measures prepared in accordance with GAAP. For a detailed explanation of these non-GAAP measures, please see Symantec's Explanation of Non-GAAP Measures in Appendix A.
- (2) Management refers to growth rates adjusting for currency so that the business results can be viewed without the impact of fluctuations in foreign currency exchange rates. We compare the percentage change in the results from one period to another period in order to provide a framework for assessing how our underlying businesses performed excluding the effect of foreign currency rate fluctuations. To present this information, current and comparative prior period results for entities reporting in currencies other than United States dollars are converted into United States dollars at the actual exchange rates in effect during the respective prior periods.

Three Months Ended			
April 2, 2010		April 2, 2009	
GAAP	Adj	Non-GAAP	GAAP

Y/Y Growth Rate				
Content, subscription, and maintenance	7%	6%	0%	1%
License	-8%	-8%	-21%	-21%
Total Y/Y Growth Rate	4%	3%	-5%	-4%

Content,
subscription, and
maintenance

Revenue by Segment							
Consumer	\$	483	\$	—	\$	483	\$ 432 \$ 11 \$ 443
Security and Compliance		361		3		364	348 9 357
Storage and Server Management		577		1		578	586 — 586
Services		110		—		110	102 — 102
Other		—		—		—	— — —

Consumer	12%	9%	-4%	-2%
Security and Compliance	4%	2%	-8%	-7%
Storage and Server Management	-2%	-1%	-3%	-4%
Services	8%	8%	-4%	-4%
Other	*	*	*	*

Revenue by Segment: Y/Y Growth Rate in Constant Currency

Consumer	9%	6%	2%	4%
Security and Compliance	1%	-1%	-1%	0%
Storage and Server Management	-4%	-4%	2%	2%
Services	6%	6%	1%	1%
Other	*	*	*	*

Revenue by Geography

International	\$ 765	\$ 3	\$ 768	\$ 738	\$ 10	\$ 748
US	766	1	767	730	10	740
Americas (US, Latin America, Canada)	842	1	843	805	11	816
EMEA	461	3	464	446	8	454
Asia Pacific & Japan	228	—	228	217	1	218

Revenue by Geography: Y/Y Growth Rate

International	4%	3%	-9%	-8%
US	5%	4%	0%	1%
Americas (US, Latin America, Canada)	5%	3%	1%	1%
EMEA	3%	2%	-14%	-13%
Asia Pacific & Japan	5%	5%	-1%	-1%

Revenue by Geography: Y/Y Growth Rate in Constant Currency

International	-2%	-3%	2%	3%
US	5%	4%	0%	1%
Americas (US, Latin America, Canada)	5%	3%	1%	1%
EMEA	-2%	-4%	0%	2%
Asia Pacific & Japan	-1%	-1%	4%	4%

Deferred Revenue	\$ 3,206	\$ 13	\$ 3,219	\$ 3,063	\$ 20	\$ 3,083
Y/Y Growth Rate	5%		4%		0%	0%
Y/Y Growth Rate in Constant Currency	4%		3%		6%	6%

* Percentage not meaningful

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- (2) We compare the percentage change in the results from one period to another period in order to provide a framework for assessing how our underlying businesses performed. To exclude the effects of foreign currency rate fluctuations, current and comparative prior period results for entities reporting in currencies other than United States dollars are converted into United States dollars at the actual exchange rates in effect during the respective prior periods (or, in the case of deferred revenue, converted into United States dollars at the actual exchange rate in effect at the end of the prior period).
- (3) During the first quarter of fiscal 2010, we modified our segment reporting structure to more readily match our operating structure. See Appendix A for further details.

SYMANTEC CORPORATION
Guidance and Reconciliation of GAAP to Non-GAAP Earnings Per Share
(In millions, except per share data)
(Unaudited)

We include certain non-GAAP measures in the tracking and forecasting of our earnings and management of our business. For a detailed explanation of these non-GAAP measures, please see Symantec's Explanation of Non-GAAP Measures in Appendix A.

Revenue guidance	Three Months Ending July 2, 2010		
	Range	Year-Over-Year Growth Rate	
		Actual	Constant Currency ⁽¹⁾
GAAP revenue range	\$ 1,480 - \$1,500	3% - 5%	3% - 5%

Earnings per share guidance and reconciliation	Three Months Ending July 2, 2010		
	Range	Year-Over-Year Growth Rate	
		Actual	Constant Currency ⁽¹⁾
GAAP diluted earnings per share range	\$ 0.16 - \$0.17	78% - 89%	N/A
Add back:			
Stock-based compensation, net of tax	0.03		
Amortization of acquired product rights and other intangible assets and non-cash interest expense, net of tax	0.16		
Non-GAAP diluted earnings per share range	\$ 0.35 - \$0.36	6% - 9%	N/A

Deferred revenue guidance	As of July 2, 2010		
	Range	Year-Over-Year Growth Rate	
		Actual	Constant Currency ⁽¹⁾
GAAP deferred revenue range	\$ 3,060 - \$3,090	3% - 4%	4% - 5%

- (1) Management refers to growth rates adjusting for currency so that the business results can be viewed without the impact of fluctuations in foreign currency exchange rates. We compare the percentage change in the results from one period to another period in order to provide a framework for assessing how our underlying businesses performed excluding the effect of foreign currency rate fluctuations. To present this information, current and comparative prior period results for entities reporting in currencies other than United States dollars are converted into United States dollars at the actual exchange rates in effect during the respective prior periods (or, in the case of deferred revenue, converted into United States dollars at the actual exchange rate in effect at the end of the prior period).

SYMANTEC CORPORATION
Explanation of Non-GAAP Measures
Appendix A

The non-GAAP financial measures included in the tables adjust for the following items: business combination accounting entries, stock-based compensation expense, restructuring charges, charges related to the amortization of intangible assets and acquired product rights, impairments of assets and certain other items. We believe the presentation of these non-GAAP financial measures, when taken together with the corresponding GAAP financial measures, provides meaningful supplemental information regarding the Company's operating performance for the reasons discussed below. Our management uses these non-GAAP financial measures in assessing the Company's operating results, as well as when planning, forecasting and analyzing future periods. We believe that these non-GAAP financial measures also facilitate comparisons of the Company's performance to prior periods and to our peers and that investors benefit from an understanding of these non-GAAP financial measures.

Deferred revenue related to acquisitions: We have completed several business combinations and acquisitions for a variety of strategic purposes over the past few years. As is the case with our existing business, at the time of acquisition, these acquired businesses recorded deferred revenue related to past transactions for which revenue would have been recognized by the acquired entity in future periods as revenue recognition criteria were satisfied. However, the purchase accounting entries for these acquisitions require us to write down a portion of this deferred revenue to its then current fair value. Consequently, in post acquisition periods, we do not recognize the full amount of this deferred revenue. When measuring the performance of our business, however, we add back non-GAAP revenue associated with obligations we assumed to provide maintenance or support to customers of the acquired business that was excluded as a result of these purchase accounting adjustments. We believe that this non-GAAP revenue presentation is appropriate both because it reveals, on a basis consistent with our own revenue recognition policies, the revenue associated with maintenance and support obligations assumed by us and because we have historically experienced high renewal rates on our acquired maintenance and support contracts. We also believe that the non-GAAP revenue disclosures enhance investors' ability to conduct period-over-period analyses of our results that reflect the full impact of the acquired business's results together with the results from our pre-existing products and services.

Stock-based compensation: Consists of expenses for employee stock options, restricted stock units, restricted stock awards and our employee stock purchase plan determined in accordance with the authoritative guidance on stock compensation. When evaluating the performance of our individual business units and developing short and long term plans, we do not consider stock-based compensation charges. Our management team is held accountable for cash-based compensation, but we believe that management is limited in its ability to project the impact of stock-based compensation and accordingly is not held accountable for its impact on our operating results. Although stock-based compensation is necessary to attract and retain quality employees, our consideration of stock-based compensation places its primary emphasis on overall shareholder dilution rather than the accounting charges associated with such grants. In addition, for comparability purposes, we believe it is useful to provide a non-GAAP financial measure that excludes stock-based compensation in order to better understand the long-term performance of our core business and to facilitate the comparison of our results to the results of our peer companies. Furthermore, unlike cash-based compensation, the value of stock-based compensation is determined using a complex formula that incorporates factors, such as market volatility, that are beyond our control.

	Three months ended		Year ended	
	April 2, 2010	April 3, 2009	April 2, 2010	April 3, 2009
Cost of revenues	\$ 3	\$ 3	\$ 16	\$ 14
Sales and marketing	11	14	59	66
Research and development	11	11	53	49
General and administrative	6	6	27	28
Total stock-based compensation	\$31	\$34	\$155	\$157

Amortization of acquired product rights and other intangible assets: When conducting internal development of intangible assets, accounting rules require that we expense the costs as incurred. In the case of acquired businesses, however, we are required to allocate a portion of the purchase price to the accounting value assigned to intangible assets acquired and amortize this amount over the estimated useful lives of the acquired intangibles. The acquired company, in most cases, has itself previously expensed the costs incurred to develop the acquired intangible assets, and the purchase price allocated to these assets is not necessarily reflective of the cost we would incur in developing the intangible asset. We eliminate these amortization charges from our non-GAAP operating results to provide better comparability of pre and post-acquisition operating results and comparability to results of businesses utilizing internally developed intangible assets.

Restructuring: We have engaged in various restructuring activities over the past several years that have resulted in costs associated with severance, benefits, outplacement services, and excess facilities. Each restructuring has been a discrete

event based on a unique set of business objectives or circumstances, and each has differed from the others in terms of its operational implementation, business impact and scope. We do not engage in restructuring activities in the ordinary course of business. While our operations previously benefited from the employees and facilities covered by our various restructuring charges, these employees and facilities have benefited different parts of our business in different ways, and the amount of these charges has varied significantly from period to period. We believe that it is important to understand these charges; however, we do not believe that these charges are indicative of future operating results and that investors benefit from an understanding of our operating results without giving effect to them.

Impairment of goodwill: During the December 2008 quarter, given the economic environment and a decline in our market capitalization, we concluded there were sufficient indicators to require us to perform an interim goodwill and other intangibles impairment analysis. In the December 2008 quarter, we recorded a \$7.0 billion goodwill impairment charge, reflecting our best estimate of the goodwill impairment charge. We finalized our goodwill and other intangible impairment analysis during the fourth quarter of fiscal 2009 and recorded an additional \$413 million impairment charge.

SYMANTEC CORPORATION
Explanation of Non-GAAP Measures
Appendix A (continued)

Loss and impairment of assets held for sale: We have committed to sell certain buildings and land. We have classified these assets as held for sale and adjusted the assets' carrying value when above the fair market value less cost to sell. During the three months ended January 1, 2010, we sold a property for \$42 million, which resulted in a loss of \$10 million. We do not believe that these charges are indicative of future operating results and believe that investors benefit from an understanding of our operating results without giving effect to them.

Net gain on legal liquidation of foreign entities: These items are the result of currency translation adjustments on the liquidation of dormant entities. We exclude the impact of these items because they are not closely related to, or a function of, our ongoing operations.

Non-cash interest expense: Effective April 4, 2009, we adopted new authoritative guidance on convertible debt instruments, which changes the method of accounting for our convertible notes. Under this new authoritative guidance, our EPS and net income calculated in accordance with GAAP will be reduced as a result of recognizing incremental non-cash interest expense. We believe it is useful to provide a non-GAAP financial measure that excludes this incremental non-cash interest expense in order to better understand the long-term performance of our core business and to facilitate the comparison of our results to the results of our peer companies.

Gain on sale of assets: We exclude these items because they are unique one-time occurrences that are not closely related to, or a function of, our ongoing operations.

Patent settlement/settlements of litigation: From time to time we are party to legal settlements. We exclude the impact of these settlements because we do not consider these settlements to be part of the ongoing operation of our business and because of the singular nature of the claims underlying the matter.

Impairment of marketable securities: This constitutes the "other than temporary" decline in the fair value of the Company's available-for-sale securities. The Company's management excludes this loss when evaluating its ongoing performance and/or predicting its earnings trends, and therefore excludes this loss when presenting non-GAAP financial measures.

Joint venture: Consistent with the reasons discussed above, we exclude stock-based compensation charges and amortization of other intangible assets related to the joint venture from our non-GAAP net income.

Release of pre-acquisition tax contingencies: New authoritative guidance on business combinations requires us to record, into the statement of operations, certain items that were originally recorded to goodwill at the time of an acquisition. Our evaluation of the U.S. Tax Court's ruling on December 10, 2009, regarding the Veritas Software tax assessment for 2000 and 2001, necessitated this type of adjustment. For the year ended April 2, 2010, we released certain tax accruals that were originally recorded to goodwill at the time of our July 2005 acquisition of Veritas. To enhance consistency and comparability of results across periods, we exclude the impact of the release of these accruals from our Non-GAAP results for the year ended April 2, 2010. However, approximately \$16.5 million of accruals that were released for the year ended April 2, 2010 represent interest accruals attributed to the Veritas tax assessment that have been recorded to our income statement during post-acquisition periods. Accordingly, the amount of these accruals has not been excluded from Symantec's Non-GAAP results.

Release of valuation allowance: Due to the current year use and an acceleration of our Irish net operating losses ("NOLs"), we have released a portion of the tax valuation allowance that was originally recorded against these NOLs in relation to the impairment of goodwill that we recorded solely to our GAAP results during the three months ended January 2, 2009. To enhance consistency and comparability of results across periods, we exclude the impact of the release of the valuation allowance from our Non-GAAP results for the year ended April 2, 2010.

Segment reporting: During the first quarter of fiscal year 2010, the company modified its segment reporting structure to more readily match its operating structure. The following modifications were made to the segment reporting structure: Enterprise Vault products were moved to the Storage and Server Management segment from the Security and Compliance segment; and the Software-as-a-Service (SaaS) offerings were moved to either the Security and Compliance or the Storage and Server Management segment from the Services segment based on the nature of the service delivered. The predominant amount of SaaS revenue went to the Security and Compliance segment. The historical periods have been adjusted to reflect the modified reporting structure.

EXHIBIT IV

**CURRENT REPORT ON FORM 8-K FILED BY SYMANTEC CORPORATION
WITH THE SEC ON MAY 24, 2010**

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of Earliest Event Reported): May 19, 2010

Symantec Corporation

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction of
Incorporation)

000-17781
(Commission
File Number)

77-0181864
(IRS Employer
Identification No.)

350 Ellis Street, Mountain View, CA
(Address of Principal Executive Offices)

94043
(Zip Code)

Registrant's Telephone Number, Including Area Code **(650) 527-8000**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
-
-

Item 1.01 Entry into a Material Definitive Agreement

On May 19, 2010, Symantec Corporation, a Delaware corporation (the “Company”), entered into an Acquisition Agreement (the “Agreement”) with VeriSign, Inc., a Delaware corporation (“Seller”), pursuant to which the Company will acquire specific assets from Seller and its subsidiaries relating to Seller’s identity and authentication business (the “Business”), including Seller’s majority stake in VeriSign Japan, for a purchase price of approximately \$1.28 billion in cash, subject to a post-closing working capital adjustment. The acquisition is scheduled to close upon the expiration of applicable waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and certain other antitrust and trade regulation laws, and subject to other customary closing conditions.

The Agreement contains customary representations, warranties and covenants. Each party has agreed to indemnify the other party for certain losses, subject to certain limitations. In connection with the transaction, Seller has agreed to license to the Company certain rights to use the VeriSign name in connection with the Business for a period of four years, subject to certain exceptions, following the closing of the transaction (the “Closing”), and the Company acquired perpetual rights to the VeriSign checkmark circle design, as well as other trademarks associated with the Business. Additionally, pursuant to the terms of the Agreement, Seller has agreed not to compete with the Business, and the Company has agreed not to compete with Seller’s naming services business, for a period of four years following the Closing. The Agreement also contains customary termination rights.

On May 19, 2010, the Company issued a press release announcing the entry into the Agreement, a copy of which is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit Number	Exhibit Title or Description
99.01	Press release issued by Symantec Corporation, dated May 19, 2010

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Symantec Corporation

Date: May 24, 2010

By: /s/ Scott C. Taylor

Scott C. Taylor

Executive Vice President, General Counsel and Secretary

Exhibit Index

Exhibit Number	Exhibit Title or Description
99.01	Press release issued by Symantec Corporation, dated May 19, 2010

News Release

FOR IMMEDIATE RELEASE**MEDIA CONTACT:**

Nicole Kenyon
Symantec Corp.
650-527-5547
Nicole_kenyon@symantec.com

Erin Roche
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415-262-5996
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INVESTOR CONTACT:

Helyn Corcos
Symantec Corp.
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**Symantec to Acquire VeriSign's Security Business Solidifying its Position as
the World's Most Trusted Source for Protecting Information and Identities Online**

*By restoring trust online through universal adoption of identity-based security,
Symantec can facilitate a new vision of computing*

MOUNTAIN VIEW, Calif. — May 19, 2010 — Symantec Corp. (Nasdaq: SYMC) today announced that it has signed a definitive agreement to acquire VeriSign's (Nasdaq: VRSN) identity and authentication business, which includes the Secure Sockets Layer (SSL) Certificate Services, the Public Key Infrastructure (PKI) Services, the VeriSign Trust Services and the VeriSign Identity Protection (VIP) Authentication Service. The combination of VeriSign's security products, services and recognition as the most trusted brand online and Symantec's leading security solutions and widespread distribution will enable Symantec to deliver on its vision of a world where people have simple and secure access to their information from anywhere.

"With the anonymity of the Internet and the evolving threat landscape, people and organizations are struggling to maintain confidence in the security of their interactions, information and identities online. At the same time, people's personal and professional lives have converged and they want to use their various digital devices to access information wherever they are without jeopardizing their privacy," said Enrique Salem, president and CEO, Symantec. "IT is faced with the challenge of giving users the appropriate access, while ensuring that corporate data is not at risk. We believe the solution to this dilemma lies in the ubiquity of identity-based security. With the combined products and reach from Symantec and VeriSign, we are poised to drive the adoption of identity security as the means to provide simple and secure access to anything from anywhere, to prevent identity fraud and to make online experiences more user-friendly and hassle-free."

Under the terms of the agreement, Symantec will purchase the specific assets from VeriSign, including the majority stake in VeriSign Japan, for a purchase price of approximately \$1.28 billion in cash. Symantec expects the transaction to be 9 cents dilutive to non-GAAP earnings per share in fiscal year 2011, due to the purchase price accounting write down of deferred revenue, and accretive to non-GAAP earnings per share in the September 2011 quarter. The agreement is subject to customary closing conditions, including regulatory approvals, and is expected to close in the September quarter.

(More)

Symantec to Acquire VeriSign's Security Business Solidifying Its Position as the World's Most Trusted Source for Protecting Information and Identities Online

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Enabling a New Vision of Computing

Through this acquisition, Symantec can help businesses incorporate identity security into a comprehensive framework so that IT can confidently and securely adopt new computing models, from cloud computing to social networking and mobile computing to user-owned devices, that promise operational efficiencies and freedom of choice for their employees and customers. That framework is based on five imperatives that Symantec is enabling as part of its new vision of computing and includes:

- **Identity security:** proving that people and sites are who they say they are
- **Mobile and other device security:** securing mobile and other devices and the information on them
- **Information protection:** protecting information from loss, attack, theft and misuse and ensuring the ability to recover that information
- **Context and relevance:** delivering information that is relevant to people in both their personal and professional roles
- **Cloud security:** ensuring the secure delivery of applications and information from both public and private clouds

Ease-of-use, speed-of-delivery and user-driven preferences are the new imperatives in today's workplace. People whose personal and professional lives have converged onto their digital devices increasingly expect the freedom to work from anywhere using their own devices, to use any application and to collaborate with anybody in their social network to effectively get their jobs done and simultaneously live their network-enriched lives.

IT departments struggle to meet user expectations with simple, secure and cost-effective solutions. Cloud computing can provide instantaneous scale and delivery of applications and desktops by enabling businesses to leverage services from the cloud instead of deploying applications on premise. Identity-based security gives IT the assurance that as information moves in and out of the cloud it is always protected — across any device and between the network and devices they control and those that they don't. The user's identity drives what information they can access and how it can be used and shared, independent of the device or application.

Creating Mutually Trusted Interactions Online

VeriSign's SSL Certificate Services provide users with assurance that the websites they are interacting with are legitimate and secure and that their information will be safe when they share it with that site. The VeriSign check mark signifies the authenticity of the websites that users visit and assures them that any sensitive information they share with that site will be encrypted during online transactions. With more than one million web servers using VeriSign SSL certificates, and an infrastructure that processes more than two billion certificate checks daily, VeriSign has the leading share of the SSL market. The addressable market for the server and user authentication segment is estimated to reach \$1.6 billion by 2013.

(More)

Symantec to Acquire VeriSign's Security Business Solidifying Its Position as the World's Most Trusted Source for Protecting Information and Identities Online

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Symantec's current portfolio and along with assets from VeriSign provide the depth and breadth of technologies to make identity-based security of information more universal and part of a comprehensive security solution. By combining VeriSign's SSL Certificate Services with Symantec [Critical System Protection](#) or [Protection Suite for Servers](#), Symantec will help organizations ensure a higher level of security on their web servers as well as verify that security, providing users with the trust and confidence necessary to do business online.

VeriSign helps organizations validate the identity of users through its VeriSign Identity Protection (VIP) user authentication service that complements the existing [Identity Safe](#) capabilities within the Norton products. The cloud-based VIP service helps organizations doing business online confirm the identities of their customers, employees and partners through user-owned digital certificates that reside on a card, token or other device such as a mobile phone, ensuring that they are giving only legitimate users access to their information. VeriSign has already issued more than two million VIP credentials to individuals and has a network of hundreds of merchants.

Through Symantec's worldwide distribution network and footprint on more than one billion systems — including end-user devices such as laptops, desktops and smart devices, as well as servers — Symantec can facilitate the ubiquity of identity security through digital certificates for both individuals and companies. This is critical to creating mutually trusted interactions online. Merchants have added incentive to join the VIP network if user certificates are widely distributed. More merchants in the VIP network means a more secure and convenient experience for customers moving among member sites. Merchants benefit as well from knowing their customers are also trusted and secure.

Symantec can expand the VIP ecosystem by incorporating user certificates into its Norton-branded consumer products providing a channel through which consumers can easily create secure identities that can be authenticated when they do business online. In addition, the combination of the information classification capabilities of Symantec's [Data Loss Prevention solutions](#) and [Data Insight technology](#) along with VeriSign's identity security services, will allow us to help customers ensure that only authorized users have access to specific information.

Signifying Trust Online

The VeriSign check mark is the most recognized symbol of trust online with more than 175 million impressions every day on more than 90,000 websites in 160 countries. Symantec's security solutions and the company's Norton-branded suites protect more than one billion systems and users around the world. With the addition of VeriSign's security assets, Symantec will become the leading source of trust online. Following the close of the transaction, Symantec plans to incorporate the VeriSign check mark into a new Symantec logo to convey to users that it is safe to communicate, transact commerce and exchange information online.

(More)

**Symantec to Acquire VeriSign's Security Business Solidifying Its Position as
the World's Most Trusted Source for Protecting Information and Identities Online**
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For more information on how VeriSign's services will augment Symantec's portfolio please visit:
<http://go.symantec.com/verisign>.

Webcast and Conference Call Information

Symantec will host a conference call and webcast today to discuss the acquisition at 2:30 p.m. PDT/ 5:30 p.m. EDT. The live discussion can be accessed by dialing 888-208-1332 domestic and 913-312-0687 internationally, passcode 8974237. The audio webcast and slide presentation providing an overview of the transaction and strategic rationale and will be available at <http://investor.symantec.com/phoenix.zhtml?c=89422&p=irol-eventnpres> . Please go to the website at least 15 minutes early to register, download and install any necessary audio software. A replay of the call will be available via webcast.

About Symantec

Symantec is a global leader in providing security, storage and systems management solutions to help consumers and organizations secure and manage their information-driven world. Our software and services protect against more risks at more points, more completely and efficiently, enabling confidence wherever information is used or stored. More information is available at www.symantec.com .

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NOTE TO EDITORS: If you would like additional information on Symantec Corporation and its products, please visit the Symantec News Room at <http://www.symantec.com/news> . All prices noted are in U.S. dollars and are valid only in the United States.

Symantec and the Symantec Logo are trademarks or registered trademarks of Symantec Corporation or its affiliates in the U.S. and other countries. Other names may be trademarks of their respective owners.

FORWARD-LOOKING STATEMENTS: This press release contains forward-looking statements within the meaning of U.S. federal securities laws, including expectations regarding the closing of Symantec's acquisition of the VeriSign authentication business, the integration of its products and technologies into Symantec's products and solutions and the expected customer benefits of such integration, and the expected impact of the acquisition on Symantec's fiscal 2011 and 2012 operating results, that involve known and unknown risks and uncertainties that may cause actual results to differ materially from those expressed or implied in this press release. Such risk factors include, among others, satisfaction of closing conditions to the transaction, including the receipt of required regulatory approvals, our ability to successfully integrate the acquired businesses and technology, and customer demand for the technologies and integrated product offerings. Actual results may differ materially from those contained in the forward-looking statements contained in this press release. Additional information concerning these and other risk factors is contained in the Risk Factors section of Symantec's most recently filed Form 10-K. Symantec assumes no obligation to update any forward-looking statement contained in this press release. The contents of the Symantec website shall not be deemed incorporated by reference into this press release. Any forward-looking indication of plans for products is preliminary and all future release dates are tentative and are subject to change. Any future release of the product or planned modifications to product capability, functionality, or feature are subject to ongoing evaluation by Symantec, and may or may not be implemented and should not be considered firm commitments by Symantec and should not be relied upon in making purchasing decisions.

(More)

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Source: SYMANTEC CORP, 8-K, May 24, 2010

CROSS-REFERENCE LISTS

ANNEX I

MINIMUM DISCLOSURE REQUIREMENTS FOR THE SHARE REGISTRATION DOCUMENT (SCHEDULE)

(Page numbering refers to the page contained in the relevant document)

Item #	Item contents	Chapter/Exhibit	Page
1.	Persons Responsible		
1.1.	All persons responsible for the information given in the prospectus	Prospectus	5 (Company Representative for Prospectus)
1.2.	A declaration by those responsible for the prospectus	Prospectus	5 (Company Representative for Prospectus)
2.	Statutory Auditors		
2.1.	Names and addresses of the issuer's auditors	Chapter E	53 (10.2 Independent Registered Public Accounting Firm)
2.2.	If auditors have resigned, been removed or not been re-appointed during the period covered by the historical financial information, indicate details if material.	Not applicable	Not applicable
3.	Selected Financial Information		
3.1.	Selected historical financial information	Chapter E	52 – 53 (10.1 Selected Financial Data)
3.2.	Interim periods	Not applicable	Not applicable
4.	Risk Factors	Chapter D	15 – 28 (Risk Factors)
5.	Information about the Issuer		
5.1.	History and Development of the Issuer		

Item #	Item contents	Chapter/Exhibit	Page
5.1.1.	the legal and commercial name of the issuer;	Chapter A	7 (Introduction)
12.	Trend Information		
12.1.	Significant trends that affected production, sales and inventory, and costs and selling prices since the end of the last financial year to the date of the prospectus.	Exhibit III	All Pages
12.2.	Trends, uncertainties or events that are likely to affect the issuer for at least the current financial year.	Chapter D	15 – 28 (Risk Factors)
		Exhibits III and IV	All Pages
13.	Profit Forecasts or Estimates	Not applicable	Not applicable
14.	Administrative, Management, Supervisory Bodies and Senior Management		
14.1.	Names, business addresses and functions in the issuer of the following persons and an indication of the principal activities performed by them outside the issuer where these are significant with respect to that issuer: a) members of the administrative, management or supervisory bodies;	Chapter E	41 – 44 (7.1 Board of Directors as of June 1, 2010) and 49 – 50 (8.1 Directors' and Executive Officers' Holdings of Shares and Options)
	b) partners with unlimited liability, in the case of a limited partnership with a share capital;	Not applicable	Not applicable
	c) founders, if the issuer has been established for fewer than five years; and	Not applicable	Not applicable
	d) any senior manager who is relevant to establishing that the issuer has the appropriate expertise and experience for the management of the issuer's business.	Chapter E	44 – 46 (7.2 Executive Officers as of June 1, 2010) and 49 – 50 (8.1 Directors' and Executive Officers' Holdings of Shares and

Item #	Item contents	Chapter/Exhibit	Page
			Options)
	The nature of any family relationship between any of those persons.	Chapter E	46 (7.3 Fraudulent Offences and Bankruptcy, Etc.)
	<p>In the case of each member of the administrative, management or supervisory bodies of the issuer and each person mentioned in points (b) and (d) of the first subparagraph, details of that person's relevant management expertise and experience and the following information:</p> <p>(a) the nature of all companies and partnerships of which such person has been a member of the administrative, management and supervisory bodies or partner at any time in the previous five years, indicating whether or not the individual is still a member of the administrative, management or supervisory bodies or partner. It is not necessary to list all the subsidiaries of an issuer of which the person is also a member of the administrative, management or supervisory bodies or partner. It is not necessary to list all the subsidiaries of an issuer of which the person is also a member of the administrative, management or supervisory bodies.</p>	Chapter E	<p>41 – 44 (7.1 Board of Directors as of June 1, 2010); and</p> <p>44 – 46 (7.2 Executive Officers as of June 1, 2010)</p>
	<p>(b) any convictions in relation to fraudulent offences for at least the previous five years;</p> <p>(c) details of any bankruptcies, receiverships or liquidations with which a person described in (a) and (d) of the first subparagraph who was acting in the capacity of any of the positions set out in (a) and (d) of the first subparagraph was associated for at least the previous five years;</p> <p>(d) details of any official public incrimination and/or sanctions of such person by statutory or regulatory authorities (including designated professional bodies) and whether such person has ever been disqualified by a court from acting as a member of the administrative, management or supervisory bodies of an issuer or from acting in the management or conduct of the affairs of any issuer for at least the previous five years.</p> <p>If there is no such information to be disclosed, a statement to that effect is to be made.</p>	Chapter E	46 (7.3 Fraudulent Offences and Bankruptcy, Etc.)

Item #	Item contents	Chapter/Exhibit	Page
14.2.	Administrative, management, and supervisory bodies and senior management conflicts of interests.	Chapter E	46 – 49 (7.4 Conflicts of Interest)
17.	Employees		
17.2.	Shareholdings and stock options with respect to each person referred to in points (a) and (d) of the first subparagraph of item 14.1.	Chapter E	49 – 50 (8.1 Directors' and Executive Officers' Holdings of Shares and Options)
17.3	Description of any arrangements for involving the employees in the capital of the issuer.	Exhibits I and II	All sections
		Chapter E	50 – 51 (8.2 Stock Plans)
20.7.	Dividend policy, etc.		
20.7.1	The amount of the dividend per share for each financial year for the period covered by the historical financial information	Chapter E	34 (Dividend Rights)
20.8.	Legal and arbitration proceedings	Chapter E	38 – 40 (5.3 Indirect and Contingent Indebtedness)
20.9.	Significant change in the issuer's financial or trading position since the end of the last financial period	Exhibit IV	All Pages
23.	Third Party Information and Statement by Experts and Declarations of Any Interest		
23.1.	Where a statement or report attributed to a person as an expert is included in the Registration Document, provide such person's name, business address, qualifications and material interest if any in the issuer.	Not applicable	Not applicable
23.2.	Where information has been sourced from a third party, provide a confirmation that this information has been accurately reproduced.	Not applicable	Not applicable
24.	Documents on Display	Chapter E	53 (XI. Documents on Display)

ANNEX III

MINIMUM DISCLOSURE REQUIREMENTS FOR THE SHARE SECURITIES NOTE (SCHEDULE)

(Page numbering refers to the page contained in the relevant document)

Item #	Item contents	Chapter/Exhibit	Page
1.	Persons Responsible		
1.1.	All persons responsible for the information given in the prospectus.	Prospectus	5 (Company Representative for Prospectus)
1.2.	A declaration by those responsible for the prospectus.	Prospectus	5 (Company Representative for Prospectus)
2.	Risk Factors	Chapter D	15 – 28 (Risk Factors)
3.	Key Information		
3.1	Working Capital Statement	Chapter E	52 (IX. Working Capital Statement)
3.2	Capitalization and indebtedness	Chapter E	37 – 40 (V. Statement of Capitalization and Indebtedness as of April 2, 2010)
3.4	Reasons for the offer and use of proceeds	Chapter E	29 (1.1 Purpose of ESPP)
		Exhibit I	Sections 1 (Establishment and Purpose of Plan)
		Exhibit II	Section 1 (Purpose)
4.	Information Concerning the Securities to be Offered/ Admitted to Trading		
4.1	Type and the class of the securities being offered, including the security identification code.	Chapter E	33 (4.1 Type and the Class of the Securities being

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			Offered, Including the Security Identification Code)
		Exhibit I	Section 2 (Structure of the Plan and Sub-Plans)
		Exhibit II	Section 2 (Shares Subject to the Plan)
4.2	Legislation under which the securities have been created.	Chapter E	33 (4.2 Legislation Under Which the Securities Have Been Created)
4.3	Form of securities, name and address of the entity in charge of keeping the records.	Chapter E	33 – 34 (4.3 Form of Securities, Name and address of the Entity in Charge of Keeping the Records)
4.4	Currency of the securities issue.	Chapter E	34 (4.4 Currency of the Securities Issue)
4.5	Rights attached to the securities	Chapter E	34 – 36 (4.5 Rights Attached to the Securities)
4.6	Statement of the resolutions, authorizations and approvals by virtue of which the securities have been or will be created and/or issued.	Exhibit I	Section 23 (Effective Date; Termination)
		Exhibit II	Section 21 (Certain Stockholder Approval Matters)
4.7	Expected issue date of the securities.	Chapter E	30 (1.3 Purchase Period)
4.8	Description of any restrictions on the free transferability of the securities.	Chapter E	33 (III. Delivery and Sale of the Shares); and

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			36 (4.6 Transferability)
		Exhibit I	Section 15 (Nonassignability)
		Exhibit II	Section 13 (Transferability)
4.9	Mandatory takeover bids and/or squeeze-out and sell-out rules in relation to the securities.	Chapter E	36 – 37 (4.7 General Provisions Applying to Business Combinations)
4.11	Information on taxes on the income from the securities withheld at source.	Chapter E	53 – 86 (XII. Tax Consequences)
5.	Terms and Conditions of the Offer		
5.1	Conditions, offer statistics, expected timetable and action required to apply for the offer		
5.1.1	Conditions to which the offer is subject.	Chapter E	29 – 33 (I. The Outline, II. Eligibility and III. Delivery and Sale of the Shares)
		Exhibit I	All sections
		Exhibit II	All sections
5.1.2	Total amount of the issue/offer.	Chapter E	41 (6.2 Net Proceeds)
		Exhibit I	Section 2 (Structure of the Plan and Sub-Plans)
		Exhibit II	Section 2 (Shares Subject to the Plan)
5.1.3	Time period during which the offer will be open and description of the application process.	Chapter E	29 – 33 (I. The Outline, II. Eligibility and III. Delivery and Sale

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			of the Shares)
		Exhibit I	Sections 5 (Offering Periods; Offering Dates; and Purchase Dates), 6 (Participation in the Plan), 7 (Grant of Option) and 9 (Payment of Purchase Price; Payroll Deductions; Issuance of Shares)
		Exhibit II	Sections 5.3 (Exercise Period), 5.5 (Method of Exercise) and 8 (Restricted Stock Units)
		Chapter E	31 (1.7 Termination or Amendment of the ESPP)and 32 – 33 (2.5 Termination of Employment of Participating Employees)
5.1.4	Circumstances under which the offer may be revoked or suspended and whether revocation can occur after dealing has begun.	Exhibit I	Section 24 (Amendment or Termination of the Plan)
		Exhibit II	Section 23 (Amendment or Termination of the Plan)

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5.1.5	Possibility to reduce subscriptions and the manner for refunding excess amount paid by applicants.	Chapter E	32 (2.4 Discontinuance of Participation of Participating Employees)
5.1.6	Minimum and/or maximum amount of application.	Chapter E	29 – 30 (1.2 Shares Offered Under the ESPP) and 31 – 32 (2.2 Participation of Eligible Employees)
		Exhibit I	Sections 9 (Payment of Purchase Price; Payroll Deductions; Issuance of Shares) and 10 (Limitations on Shares to be Purchased)
		Exhibit II	Section 3 (Eligibility)
5.1.7	Period during which an application may be withdrawn.	Chapter E	32 (2.4 Discontinuance of Participation of Participating Employees)
		Exhibit I	Section 11 (Withdrawal)
		Exhibit II	Section 5.6 (Termination)
5.1.8	Method and time limits for paying up the securities and for delivery of the securities.	Chapter E	32 (2.3 Payroll Deductions) and 33 (III. Delivery and Sale of the Shares)
		Exhibit I	Section 7 (Grant)

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			of Option) and Section 9 (Payment of Purchase Price; Payroll Deductions; Issuance of Shares)
		Exhibit II	Sections 5.5 (Method of Exercise) and 8.2 (Form and Timing of Exercise)
5.3	Pricing		
5.3.1.	An indication of the price at which the securities will be offered.	Chapter E	30 (1.4 Purchase Price)
		Exhibit I	Section 8 (Purchase Price)
		Exhibit II	Section 5.4 (Exercise Price)
5.3.2.	Process for the disclosure of the offer price.	Chapter E	30 (1.4 Purchase Price) and 33 – 34 (4.3 Form of Securities, Name and Address of the Entity in Charge of Keeping the Records)
		Exhibit I	Section 8 (Purchase Price)
		Exhibit II	Section 5.4 (Exercise Price)
5.3.3.	If the issuer's equity holders have pre-emptive purchase rights and this right is restricted or withdrawn.	Chapter E	36 (No Preemptive, Redemptive or Conversion Provisions)

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5.3.4	Where there is or could be a material disparity between the public offer price and the effective cash cost to members of the administrative, management or supervisory bodies or senior management, or affiliated persons, of securities acquired by them in transactions during the past year.	Not applicable	Not applicable
5.4.	Placing and Underwriting		
5.4.2	Name and address of any paying agents and depository agents in each country.	Chapter E	33 – 34 (4.3 Form of Securities, Name and Address of the Entity in Charge of Keeping the Records)
6.	Admission to Trading and Dealing Arrangements		
6.1	Whether the securities offered are or will be the object of an application for admission to trading.	Chapter E	33 (4.1 Type and Class of the Securities being Offered, Including the Security Identification Code)
6.2	Regulated markets or equivalent markets on which securities of the same class of the securities to be offered or admitted to trading are already admitted to trading.	Chapter E	33 (4.1 Type and Class of the Securities being Offered, Including the Security Identification Code)
8.	Expense of the Issue/Offer		
8.1.	The total net proceeds and an estimate of the total expenses of the issue/offer.	Chapter E	41 (6.2 Net Proceeds)
9.	Dilution		
9.1.	The amount and percentage of immediate dilution resulting from the offer.	Chapter E	40 – 41 (6.1 Maximum Dilution)
9.2.	In the case of a subscription offer to existing equity holders, the amount and percentage of immediate dilution if they do not subscribe to the new offer.	Not applicable	Not applicable

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10.	Additional Information		
10.1.	If advisors connected with an issue are mentioned in the Securities Note, a statement of the capacity in which the advisors have acted.	Not applicable	Not applicable
10.3.	Where a statement or report attributed to a person as an expert is included in the Securities Note, provide such persons' name, business address, qualifications and material interest if any in the issuer.	Not applicable	Not applicable
10.4.	Where information has been sourced from a third party.	Not applicable	Not applicable