

IF YOU PURCHASED EXTENDED DOWNLOAD SERVICE FOR NORTON PRODUCTS OR NORTON DOWNLOAD INSURANCE BETWEEN JANUARY 24, 2005 AND MARCH 10, 2011, YOU MAY BE ELIGIBLE TO RECEIVE A PAYMENT FROM A CLASS ACTION SETTLEMENT AND YOUR RIGHTS WILL BE AFFECTED BY THE SETTLEMENT.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- The proposed Settlement resolves class action claims brought against Symantec Corp. (“Symantec”) and Digital River, Inc. (“Digital River”) (collectively referred to as “Defendants”) relating to their sale of Norton Download Insurance (“NDI”) or Extended Download Service for Norton products (“EDS”) (collectively, NDI and EDS are referred to as “Download Insurance”).
- The proposed Settlement Class (the “Class”) is comprised of all persons residing in the United States who purchased EDS or NDI between January 24, 2005 and March 10, 2011.

The proposed Settlement benefits members of the Class who make valid claims by submitting a Claim Form through the Settlement Website: www.DownloadInsuranceSettlement.com. Class members who submit valid claims will receive a cash payment.

- Your legal rights are affected whether you act or do not act. Read this Notice carefully.
 - These rights and options – *and the deadlines to exercise them* – are explained in this Notice.
- The Court presiding over this case has preliminarily approved the Settlement but still has to decide whether to finally approve the Settlement. Payments will be made only if the Court finally approves the Settlement and after appeals, if any, are resolved. Please be patient.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
SUBMIT A CLAIM FORM	The only way to get cash reimbursement.
ASK TO BE EXCLUDED	Get no cash. Keep rights to sue Defendants on your own regarding the sale of Download Insurance. This is the only option that allows you to ever be part of any other lawsuit about Download Insurance.
COMMENT OR OBJECT	Tell the Court why you like or dislike the settlement. You must remain a member of the lawsuit (you cannot ask to be excluded) to object to the Settlement.
DO NOTHING	Receive no reimbursement.

IMPORTANT DEADLINES

SUBMIT A CLAIM	FEBRUARY 18, 2016
REQUEST EXCLUSION	DECEMBER 29, 2015
FILE OBJECTION	DECEMBER 21, 2015
COURT HEARING ON FAIRNESS OF SETTLEMENT	JANUARY 19, 2016 AT 11:00 A.M.

QUESTIONS? CALL TOLL-FREE 1-855-382-6395 OR VISIT WWW.DOWNLOADINSURANCESETTLEMENT.COM

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BASIC INFORMATION

1. WHY WAS I NOTIFIED ABOUT THIS SETTLEMENT?

According to Defendants' records, you purchased Download Insurance between January 24, 2005, and March 10, 2011.

If this description applies to you, you have a right to know about your options with respect to a proposed settlement of the claims in this class action lawsuit (the "Settlement")¹ before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections or appeals are resolved, the Settlement Administrator will make cash payments to members of the Class.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive them.

2. WHAT IS THIS LAWSUIT ABOUT?

This lawsuit relates to sales of Download Insurance, which cost anywhere from \$4.99 to \$16.99. The lawsuit alleges that Defendants violated consumer protection laws and the common law – specifically, that Digital River violated the Minnesota Consumer Fraud Act, and that Symantec violated California's Unfair Competition Law and Consumer Legal Remedies Act, by failing to disclose to Class members that free alternative methods to redownload purchased software existed. Additional information about the claims, a copy of the current complaint, the Order approving dissemination of Notice to the Class and the Settlement Agreement are available on the website, www.DownloadInsuranceSettlement.com.

3. WHAT HAS HAPPENED SO FAR IN THE LAWSUIT?

Plaintiffs filed this lawsuit on January 24, 2011. The most recent complaint, the Amended Complaint, was filed on April 14, 2011. Defendants responded to Plaintiffs' Amended Complaint by filing an answer denying the claims and asserting certain affirmative defenses.

On June 26, 2013, Plaintiffs filed a motion to certify this case on behalf of the Class, and Defendants opposed that motion. On March 31, 2014, the Court certified the case as a class action, and also appointed the named Plaintiffs as Class Representatives.

The Parties engaged in substantial discovery (a legal process through which the Parties exchange information). As part of that process, the Parties sought and exchanged thousands of pages of documents and information related to Plaintiffs' claims. In addition, Class Counsel took the depositions (testimony under oath) of fifteen (15) fact and four (4) expert witnesses and Defendants took the depositions of each of the Class Representatives and Plaintiffs' expert witnesses.

On March 19, 2015, the Court denied Symantec's motion for summary judgment and issued rulings on the Parties' ability to present expert testimony.

After unsuccessful attempts to mediate this lawsuit in 2013 and 2014, the Parties participated in a mediation session on April 22, 2015. That mediation resulted in the Settlement Agreement resolving all claims in the lawsuit.

Defendants deny the allegations in Plaintiffs' Amended Complaint, deny any and all liability with respect to the facts alleged therein and deny that anyone has suffered damage or is entitled to any relief whatsoever regarding the purchase of Download Insurance.

¹ The terms of the Settlement are contained in the Settlement Agreement, a copy of which is available at www.DownloadInsuranceSettlement.com. Capitalized terms used in this Notice and not defined herein have the meanings assigned to them in the Settlement Agreement.

4. WHAT IS A CLASS ACTION?

A class action is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. In a class action, one or more people, called Plaintiffs, file suit on behalf of others with similar claims, called “the Class” or “Class members.” The entities Plaintiffs sued (Symantec Corp. and Digital River, Inc.) are called the “Defendants.” The Court decides whether Plaintiffs or others can adequately represent and act on behalf of the Class. Those appointed are called the “Class Representatives.” In this lawsuit, the Class Representatives are Ms. Devi Khoday and Ms. Danise Townsend. In a class action, one court resolves the issues for everyone in the Class (except for those individuals who exclude themselves).

5. WHO IS INCLUDED IN THE CLASS?

The Class is defined as all persons in the United States who purchased Extended Download Service (“EDS”) for Norton products or Norton Download Insurance (“NDI”) between January 24, 2005, and March 10, 2011.

If you are included in the above definition, you are included in the Class unless you exclude yourself. If you are unsure whether you are included in the Class, you can write the lawyers representing the Class by letter; their contact information is listed below (see Question 22).

6. HOW IS THIS NOTICE DIFFERENT THAN THE NOTICE I PREVIOUSLY SAW IN THIS CASE?

After the Court certified the Class, but prior to the proposed Settlement, the Court ordered that a “Notice of Pendency” be disseminated. That Notice of Pendency informed the Class only of the certification of the Class and options for Class members to exclude themselves from the Class.

7. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to the Settlement. That way, they avoid the time, cost and risks of further litigation and trial. Plaintiffs and their attorneys think the Settlement is best for all Class members.

WHO IS IN THE SETTLEMENT

8. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

The Class includes all persons residing in the United States who purchased EDS or NDI between January 24, 2005, and March 10, 2011.

9. WHAT ARE THE EXCEPTIONS TO BEING INCLUDED?

Even if you fit the definition under Question 8 above, you are not a Class member if you: (a) are a Defendant; (b) are a present or former officer or director of a Defendant; (c) are the Judge of the Court or the Judge’s family and staff; (d) have already made a timely and valid election to be excluded from the Class in accordance with the provisions of the Notice of Pendency (described in Section 6 above); or (e) if you make a timely and valid election to be excluded from the Class in accordance with Question 16 of this Notice.

10. I AM STILL NOT SURE IF I AM INCLUDED.

If you are still not sure whether you are included in the Class, you can ask for free help. For more information, you can contact Garden City Group, the Settlement Administrator at 1-855-382-6395 or you can fill out and return the Claim Form described in Question 13 to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU RECEIVE

11. WHAT DOES THE SETTLEMENT PROVIDE?

Cash: Defendants will collectively pay \$60 million to establish a common fund for the benefit of the Class. Symantec has paid \$30 million of this total at this time and Digital River has paid \$10 million. Digital will pay the remaining \$20 million within ten (10) days of entry of the Final Approval Order and Judgment, but in no event earlier than January 15, 2016. Class Counsel will also seek reimbursement of reasonable expenses and the payment of \$10,000 to each of the Class Representatives (\$7,500 each to come from the Defendants) as Service Awards. Benefits will be paid to eligible Class members from the net amount remaining (the “Net Settlement Fund”) after the following amounts are deducted from the Settlement Fund: (1) attorneys’ fees and costs; (2) Notice and administrative costs; and (3) any additional Service Awards to the Class Representatives.

Class members will receive a cash payment of \$50 for each Download Insurance service they purchased during the Class Period subject to pro rata reduction if the total claims exceed the Net Settlement Fund.

HOW YOU RECEIVE A PAYMENT – SUBMITTING A CLAIM FORM

12. WHO CAN SEND IN A CLAIM?

All Persons residing in the United States who, at any time between January 24, 2005, and March 10, 2011, purchased EDS or NDI.

13. HOW DO I MAKE A VALID CLAIM?

To submit a Claim, do the following:

Electronically complete, sign and date a Claim Form online on the Settlement website www.DownloadInsuranceSettlement.com by February 18, 2016.

If instead of submitting an electronic Claim Form you wish to submit your Claim via U.S. Mail, you can download the Claim Form at www.DownloadInsuranceSettlement.com or request a hard-copy Claim Form by writing to:

Khoday v Symantec Corp.
c/o GCG
P.O. Box 10081
Dublin, OH 43017-6681

Your hard-copy Claim Form must be postmarked by February 18, 2016.

Reimbursements will only be paid after the Court approves the Settlement and all appeals, if any, are resolved.

If you fail to submit the Claim Form by the required deadline, you will not get paid. Sending in a Claim Form late will be the same as doing nothing (see Question 27).

14. WHEN DO I GET MY REIMBURSEMENT OR LEARN WHETHER I WILL RECEIVE A PAYMENT?

If the Settlement Administrator determines your Claim is to be paid, your reimbursement will be mailed to you after the Settlement becomes final. The Court will hold a hearing on January 19, 2016, or another date set by the Court, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals, if any are filed, will be granted, and resolving them can take time, perhaps several years. In addition, the Settlement Administrator must process all of the Claim Forms. Please be patient.

If the Settlement Administrator determines your Claim should not be paid, you will be sent an email or letter telling you that and explaining how you can appeal the decision, if you wish to do so.

15. WHAT AM I GIVING UP BY STAYING IN THE CLASS?

Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants about the claims being released in this Settlement. It also means that all of the Court's orders will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, and you want to keep the right to sue or continue to sue the Defendants on your own about the same claims being released in this Settlement, then you must take steps to exclude yourself from the Settlement. This is referred to as "opting out" of the Class.

16. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

Requests for Exclusion must be submitted via First Class U.S. Mail paid by the Class member and sent to the Settlement Administrator. Requests for Exclusion must be postmarked no later than 21 days prior to the Final Approval (Final Fairness) Hearing, currently scheduled for January 19, 2016. You cannot exclude yourself over the phone or by e-mail.

If you ask to be excluded, you are not eligible to receive any Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit and you will be able to pursue the claims that are being released in this Settlement at your own expense.

17. IF I DO NOT EXCLUDE MYSELF, CAN I SUE DEFENDANTS FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims being released by this Settlement. If you have a pending lawsuit relating to the claims being released in this case against the Defendants, speak to your lawyer in that case immediately and give him/her this packet. Remember, the exclusion deadline is 21 days prior to the Final Approval (Final Fairness) Hearing.

18. IF I EXCLUDE MYSELF, CAN I RECEIVE A PAYMENT FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive any money from the Settlement. But, you may sue, continue to sue, or be part of a different lawsuit asserting the claims being released in this Settlement against the Defendants.

19. MAY I EXCLUDE MYSELF, IF I DID NOT PREVIOUSLY EXCLUDE MYSELF FROM THIS LAWSUIT?

Yes. If you did not already exclude yourself from the Class in conjunction with the Notice of Pendency, you may still exclude yourself now.

THE LAWYERS REPRESENTING YOU

20. DO I HAVE A LAWYER IN THIS CASE?

Yes. The Court has decided that the law firms of Cohen Milstein Sellers & Toll PLLC, the Wentz Law Firm, McLaughlin & Stern LLP and Lockridge Grindal Nauen P.L.L.P. are qualified to represent you and all Class members. These law firms are called "Class Counsel." You will not be individually charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

21. HOW WILL THE LAWYERS BE PAID?

Class Counsel has prosecuted this case on a contingency basis. They have not received any fees or reimbursement for any of the expenses associated with this case. Class Counsel will apply to the Court by motion for an award to Class Counsel for attorneys' fees of up to 33 1/3% of the Settlement Fund. Class Counsel will also seek reimbursement of reasonable expenses and the payment of \$10,000 to each of the Class Representatives (\$7,500 each to come from the Defendants) for their contributions to this litigation.

SUPPORTING OR OBJECTING TO THE SETTLEMENT

22. HOW DO I TELL THE COURT THAT I LIKE OR DISLIKE THE SETTLEMENT?

If you are a Class member, you can tell the Court that you like the Settlement and it should be approved, or that you object to the Settlement if you do not like a part of it. The Court will consider all comments from Class members.

To object, you must send a letter to the Court stating your objections. To be effective, the letter must also:

- a. Contain a caption that includes the name of the Action and its case number as follows: Khoday v. Symantec, Civil Action No. 11-CV-00180 (JRT-TNL).
- b. Provide the name, address, email address used to purchase Download Insurance, telephone number and signature of the Class member filing the objection letter;
- c. Provide the approximate date of the Class member's purchase(s) of Download Insurance;
- d. Be filed with the United States District Court for the District of Minnesota not later than thirty (30) days prior to the Final Approval (Final Fairness) Hearing;
- e. Be served on Plaintiffs' Lead Counsel and counsel for Defendants so as to be received no later than thirty (30) days prior to the Final Approval (Final Fairness) Hearing;
- f. Contain the number of class action settlements objected to by the Class member in the last three years;
- g. Contain the name, address, bar number and telephone number of the objecting Class member's counsel, if represented by an attorney;
- h. State whether the objecting Class member intends to appear at the Final Approval (Final Fairness) Hearing, either in person or through counsel;
- i. In addition to the foregoing, if the Class member is represented by counsel and such counsel intends to speak at the Final Approval (Final Fairness) Hearing, a notice of intent to object must contain the following information: a detailed statement of the specific legal and factual basis for each and every objection; and a detailed description of any and all evidence the objecting Class member may offer at the Final Approval (Final Fairness) Hearing, including copies of any and all exhibits that the objecting Class member may introduce at the Final Approval (Final Fairness) Hearing.

Court:

Clerk of the Court
UNITED STATES DISTRICT COURT
District of Minnesota
300 South Fourth Street, Suite 202
Minneapolis, MN 55415

<i>Plaintiffs' Lead Counsel:</i>
<p>COHEN MILSTEIN SELLERS & TOLL PLLC Andrew N. Friedman Douglas J. McNamara 1100 New York Avenue, N.W., Suite 500 East Washington, DC 20005-3964 Telephone: (202) 408-4600 Facsimile: (202) 408-4699 Email: afriedman@cohenmilstein.com Email: dmcnamara@cohenmilstein.com</p>
<i>Counsel for Symantec:</i>
<p>Patrick E. Gibbs Allison S. Davidson LATHAM & WATKINS LLP 140 Scott Drive Menlo Park, CA 94025 Telephone: (650) 328-4600 Facsimile: (650) 463-2600 Email: patrick.gibbs@lw.com Email: allison.davidson@lw.com</p>
<i>Counsel for Digital River:</i>
<p>Charles F. Smith Amy L. Van Gelder SKADDEN ARPS SLATE MEAGHER & FLOM LLP 155 North Wacker Drive, Suite 2700 Chicago, IL 60606 Telephone: (312) 407-0700 Facsimile: (312) 407-0411 Email: charles.smith@skadden.com Email: amy.vangelder@skadden.com</p>

The filing of an objection allows Class Counsel or counsel for Defendants to depose the objector consistent with the Federal Rules of Civil Procedure at an agreed upon location before the Final Approval (Final Fairness) Hearing, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objector to comply with discovery requests may result in the Court striking the objector's objection and otherwise denying that person the opportunity to make an objection or be further heard. The Court has the right to tax the costs of any such discovery to the objector or the objector's counsel should the Court determine that the objection is frivolous or is made for an improper purpose.

If you do not submit a written comment on the proposed Settlement or the application of Class Counsel for Service Awards, attorneys' fees and expenses in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the Final Approval (Final Fairness) Hearing and to appeal from any order or judgment of the Court concerning the matter.

23. WHAT IS THE DIFFERENCE BETWEEN OBJECTING TO THE SETTLEMENT AND EXCLUDING MYSELF FROM THE CLASS?

Objecting is telling the Court that you do not like something about the Settlement. You can object *only if* you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL (FINAL FAIRNESS) HEARING

24. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a hearing on January 19, 2016, or another date to be set by the Court, at the United States District Courthouse, Courtroom 15, 300 South Fourth Street, Minneapolis, MN 55415. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who have requested in writing by thirty (30) days prior to the Final Approval (Final Fairness) Hearing to speak at the Final Approval (Final Fairness) Hearing. The Court may also decide how much to pay Class Counsel or whether to approve Service Awards. After the Final Approval (Final Fairness) Hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take for the Court to make its decision.

25. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as your written objection letter is received on time, the Court will consider it. You may also pay your own lawyer to attend, but this is not necessary.

26. MAY I SPEAK AT THE HEARING?

If you file an objection, you may ask the Court for permission to speak at the Final Approval (Final Fairness) Hearing concerning the proposed Settlement or the application of Class Counsel for attorneys' fees and expenses. To do so, you must state your intent to appear at the hearing as described under Question 22 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

27. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will receive no reimbursement from this Settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants about the same claims being released in this Settlement.

OBTAINING MORE INFORMATION

28. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can obtain a copy of the Agreement or more information about the Settlement at this website: www.DownloadInsuranceSettlement.com, or by contacting the Settlement Administrator by phone at 1-855-382-6395.

DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE

DATED: _____, 2015

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA