As filed with the Securities and Exchange Commission on March 30, 2017

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT

UNDER
THE SECURITIES ACT OF 1933

EVERETT SPINCO, INC.

(Exact name of Registrant as specified in its charter)

Delaware	**61-1800317**
(State or Other Jurisdiction of Incorporation)	**(I.R.S. Employer Identification Number)**

3000 Hanover Street
Palo Alto, California 94304
(Address, including zip code of Principal Executive Offices)

DXC TECHNOLOGY COMPANY 2017 OMNIBUS INCENTIVE PLAN

DXC TECHNOLOGY COMPANY 2017 NON-EMPLOYEE DIRECTOR INCENTIVE PLAN

DXC TECHNOLOGY MATCHED ASSET PLAN

DXC TECHNOLOGY COMPANY 2017 SHARE PURCHASE PLAN
(Full Title of the Plans)

Rishi Varma
President and Secretary
Everett SpinCo, Inc.
3000 Hanover Street
Palo Alto, California 94304
Telephone: (650) 687-5817
(Name, address, and telephone number, including area code, of agent for service)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of “large accelerated filer,” “accelerated filer” and “smaller reporting company” in Rule 12b-2 of the Exchange Act.

Large accelerated Filer	☐	Accelerated Filer	☐
Non-accelerated Filer	☒	Smaller Reporting Company	☐

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	**Amount to be registered(1)**	**Proposed maximum offering price per share (2)**	**Proposed maximum aggregate offering price**	**Amount of registration fee**
Common Stock, par value $0.01	44,680,000(3)	$66.41	$2,967,198,800	$343,898.34

(1) Pursuant to Rule 416(a), this Registration Statement also covers additional securities that may be offered as a result of stock splits, stock dividends or similar transactions. In addition, pursuant to Rule 416(c), this Registration Statement covers an indeterminate amount of interests to be offered or sold pursuant to the Matched Asset Plan described herein.

(2) Estimated solely for purposes of calculating the registration fee pursuant to Rule 457(h), and equal to the average of the high and low prices of the Common Stock on the “when issued” trading market as reported on the New York Stock Exchange on March 27, 2017.

(3) Of these securities, 34,200,000 are to be registered under the 2017 Omnibus Incentive Plan, 230,000 are to be registered under the 2017 Non-Employee Director Plan, 10,000,000 are to be registered under the Matched Asset Plan, and 250,000 are to be registered under the 2017 Share Purchase Plan.

Part I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information specified in Part I of Form S-8 is included in the prospectuses for the 2017 Omnibus Incentive Plan, the 2017 Non-Employee Director Incentive Plan, the Matched Asset Plan and the 2017 Share Purchase Plan (the “Prospectuses”), which the Registrant has elected not to file as part of this Registration Statement in accordance with the instruction to Form S-8.

Part II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents previously filed by the Registrant and the Matched Asset Plan with the Securities and Exchange Commission (the "Commission") are hereby incorporated by reference into this Registration Statement:

1. The Registrant's Registration Statement on Form 10 (Commission File No. 000-55712) initially filed with the Commission on February 14, 2017 (the "Form 10 Registration Statement"), as amended by Amendment No. 1 to the Form 10 Registration Statement filed with the Commission on February 24, 2017, including the description of the Registrant's Common Stock contained in the Information Statement filed as Exhibit 99.1 to the Form 10 Registration Statement, and any amendment or report filed for the purpose of updating such description, under the Securities and Exchange Act of 1934, as amended (the "Exchange Act"); and

2. The Registrant's Quarterly Report on Form 10-Q for the quarter ended January 31, 2017 filed with the Commission on March 30, 2017; and

3. The Annual Report on Form 11-K (Commission File No. 001-04850) filed with the Commission on July 8, 2016 by Computer Sciences Corporation, with respect to the Computer Sciences Corporation Matched Asset Plan, the predecessor to the DXC Technology Matched Asset Plan; and

4. The Registrant's Current Report on Form 8-K filed with the Commission on March 27, 2017.

All reports and other documents that the Registrant or the Matched Asset Plan subsequently files with the Commission pursuant to Sections 13(a), 13(c), 14, or 15(d) of the Exchange Act, prior to the filing of a post-effective amendment indicating that it has sold all of the securities offered under this Registration Statement or that deregisters the distribution of all such securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement from the date that such report or document is filed. Any statement contained in this Registration Statement or any report or document incorporated into this Registration Statement by reference, however, shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained in a subsequently dated report or document that is also considered part of this Registration Statement, or in any amendment to this Registration Statement, is inconsistent with such prior statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

As permitted by Delaware law, the Registrant's Certificate of Incorporation provides that no director shall be liable to the Registrant or its stockholders for monetary damages for breach of fiduciary duty as a director.

The Registrant's Certificate of Incorporation and Bylaws ("Bylaws") permit the Registrant to indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he or she, or his or her testator or intestate is or was a director, officer or employee of the Registrant or any predecessor of the Registrant or serves or served at any other enterprise as a director, officer or employee at the request of the Registrant or any predecessor to the Registrant. Further, the Bylaws require the Registrant to provide this indemnification.

In addition, the Bylaws provide that the expenses incurred by an indemnitee in connection with defending any proceeding, in advance of its final disposition, upon the request of the indemnitee and an undertaking by or on behalf of the indemnitee to repay the amounts advanced if it is determined ultimately that the indemnitee is not entitled to be indemnified.

The indemnification rights provided in the Bylaws are not exclusive of any other right to which persons seeking indemnification may otherwise be entitled.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

The exhibits to this Registration Statement are listed in the Exhibit Index at the end of the Registration Statement and are incorporated herein by reference. The Registrant will submit or has submitted the Matched Asset Plan and any amendment thereto to the Internal Revenue Service in a timely manner and has made or will make all changes required by the IRS in order to qualify the plan.

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

i. To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933, as amended (the "Securities Act");

ii. To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

iii. To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, *however*, that paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference in the registration statement;

2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

3) To remove from registration by means of a post-effective amendment any of the securities being registered that remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant’s annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan’s annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(h) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

The Registrant. Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Town of Palo Alto in the State of California, on this 30th day of March, 2017.

EVERETT SPINCO, INC.

By /s/ Rishi Varma
Rishi Varma
President and Secretary

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints each of Rishi Varma, Timothy C. Stonesifer, J. Michael Lawrie, William L. Deckelman, Jr. and Paul N. Saleh as his true and lawful agent, proxy and attorney-in-fact, each acting alone with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to (i) act on, sign and file with the Securities and Exchange Commission any and all amendments (including post-effective amendments) to this Registration Statement on Form S-8 together with all schedules and exhibits thereto, (ii) act on, sign and file such certificates, instruments, agreements and other documents as may be necessary or appropriate in connection therewith, and (iii) take any and all actions which may be necessary or appropriate in connection therewith, granting unto such agents, proxies and attorneys-in-fact, and each of them, full power and authority to do and perform each and every act and thing necessary or appropriate to be done, as fully for all intents and purposes as he might or could do in person, hereby approving, ratifying and confirming that all such agents, proxies and attorneys-in-fact, any of them or any of his or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

To effect the above, each of the undersigned has executed this Power of Attorney as of the date indicated beside each name.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

Signature	Title(s)	Date
/s/ Rishi Varma Rishi Varma	President, Secretary and Director (Principal Executive Officer)	March 30, 2017
/s/ Timothy C. Stonesifer Timothy C. Stonesifer	Chief Financial Officer and Director (Principal Financial Officer and Principal Accounting Officer)	March 30, 2017
/s/ Jeremy K. Cox Jeremy K. Cox	Director	March 30, 2017
/s/ Mary Agnes Wilderotter Mary Agnes Wilderotter	Director	March 30, 2017

The Plan. Pursuant to the requirements of the Securities Act of 1933, the trustees (or other persons who administer the Matched Asset Plan) have duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tysons in the Commonwealth of Virginia, on this 30th day of March, 2017.

DXC TECHNOLOGY
MATCHED ASSET PLAN

By /s/ Eduardo J. Nunez
Eduardo J. Nunez
Member, Employee Benefits Fiduciary Committee

EXHIBIT INDEX

Exhibit No.	Description
4.1	Certificate of Incorporation of Everett SpinCo, Inc. (Incorporated by reference to Exhibit 3.1 to Form 10 of Everett SpinCo, Inc., filed with the Securities and Exchange Commission on November 2, 2016.)
4.2	Bylaws of Everett SpinCo, Inc. (Incorporated by reference to Exhibit 3.2 to Form 10 of Everett SpinCo, Inc., filed with the Securities and Exchange Commission on November 2, 2016.)
4.3	2017 Omnibus Incentive Plan
4.4	2017 Non-Employee Director Incentive Plan
4.5	Matched Asset Plan
4.6	2017 Share Purchase Plan
5.1	Opinion of Gibson, Dunn & Crutcher LLP
23.1	Consent of Deloitte & Touche LLP
23.2	Consent of Independent Registered Public Accounting Firm
23.3	Consent of PricewaterhouseCoopers LLP
23.4	Consent of Johnson Lambert LLP
23.5	Consent of Gibson, Dunn & Crutcher LLP (included in Exhibit 5.1)
99.1	Form of Articles of Incorporation of Everett SpinCo, Inc. following the Merger. (Incorporated by reference to Exhibit 99.5 to Form 10 of Everett SpinCo, Inc., filed with the Securities and Exchange Commission on November 2, 2016.)
99.2	Form of Bylaws of Everett SpinCo, Inc. following the Merger. (Incorporated by reference to Exhibit 99.6 to Form 10 of Everett SpinCo, Inc., filed with the Securities and Exchange Commission on November 2, 2016.)

Exhibit 4.3

DXC TECHNOLOGY COMPANY
2017 OMNIBUS INCENTIVE PLAN

Effective March 30, 2017

Section 1
Purpose and Objectives

This DXC Technology Company 2017 Omnibus Incentive Plan (this “Plan”) was adopted by Everett SpinCo, Inc. (“Everett”), the predecessor of DXC Technology Company, prior to the spinoff of Everett from Hewlett Packard Enterprise Company (“HPE”) effective as of March 31, 2017 (the “Spinoff”).

The primary purpose of the Plan is to reward selected corporate officers and key employees of the Company and its Subsidiaries by enabling them to acquire shares of common stock of the Company and/or through the provision of cash payments. The Plan is designed to attract and retain employees of the Company and its Subsidiaries and to encourage the sense of proprietorship in the Company and its Subsidiaries.

The Plan also governs the terms of certain Spinoff Awards and CSC Rollover Awards assumed by the Company in connection with the Spinoff and the merger with Computer Sciences Corporation (“CSC”) following the Spinoff (the “CSC Merger”).

Section 2
Definitions

As used herein, the terms set forth below shall have the following respective meanings:

(a) “*Authorized Officer*” means the Chairman of the Board, the Chief Executive Officer of the Company or the Chief Human Resources Officer of the Company (or any other senior officers of the Company to whom any of such individuals shall delegate the authority to execute any Award Agreement).

(b) “*Award*” means the grant of any Option, Stock Appreciation Right, Stock Award, or Cash Award, any of which may be structured as a Performance Award, whether granted singly, in combination or in tandem, to a Participant pursuant to such applicable terms, conditions, and limitations as the Committee may establish in accordance with the objectives of this Plan, including any Spinoff Awards and any CSC Rollover Awards.

(c) “*Award Agreement*” means the document (in written or electronic form) communicating the terms, conditions and limitations applicable to an Award. The Committee may, in its discretion, require that the Participant execute such Award Agreement, or may provide for procedures through which Award Agreements are made available but not executed. Any Participant who is granted an Award and who does not affirmatively reject the applicable Award Agreement shall be deemed to have accepted the terms of Award as embodied in the Award Agreement.

(d) “*Board*” means the Board of Directors of the Company.

(e) “*Cash Award*” means an Award denominated in cash.

(f) “*Change in Control*” means the consummation of a “change in ownership” of the Company, a “change in effective control” of the Company or a “change in the ownership of a substantial portion of the assets” of the Company, and in each case, as defined under Code Section 409A.

(g) "*Code*" means the Internal Revenue Code of 1986, as amended from time to time.

(h) "*Committee*" means the Compensation Committee of the Board, and any successor committee thereto or such other committee of the Board as may be designated by the Board to administer this Plan in whole or in part including any subcommittee of the Board as designated by the Board.

(i) "*Common Stock*" means the Common Stock, par value $0.01 per share, of the Company.

(j) "*Company*" means DXC Technology Company, a Nevada corporation, or any successor thereto.

(k) *"CSC"* has the meaning set forth in Section 1.

(l) *"CSC Merger"* has the meaning set forth in Section 1.

(m) *"CSC Rollover Awards"* means employee equity awards granted under one or more CSC equity incentive plans which were converted and assumed by the Company in connection with the CSC Merger in accordance with the terms of the Employee Matters Agreement.

(n) "*Disability*" means, unless otherwise provided in an Award Agreement, a disability that entitles the Employee to benefits under the Company's long-term disability plan, as may be in effect from time to time, as determined by the plan administrator of the long-term disability plan, or if the Employee is not a participant under the Company's long-term disability plan, as determined if the Employee were a participant in a long-term disability plan that covers similarly situated employees. Notwithstanding the foregoing, if an Award is subject to Code Section 409A and Disability is a payment event, the definition of Disability shall conform to the requirements of Treasury Regulation § 1.409A-3(i)(4)(i).

(o) "*Dividend Equivalents*" means, in the case of Restricted Stock Units or Performance Units, an amount equal to all dividends and other distributions (or the economic equivalent thereof) that are payable to shareholders of record during the Restriction Period or performance period, as applicable, on a like number of shares of Common Stock that are subject to the Award.

(p) "*Effective Date*" means March 30, 2017, the date prior to the Spinoff on which this Plan was approved by HPE as sole shareholder of Everett SpinCo, Inc., the predecessor to the Company.

(q) "*Employee*" means an employee of the Company or any of its Subsidiaries.

(r) "*Employee Matters Agreement"* means the amended and restated employee matters agreement between Everett SpinCo, Inc., HPE and CSC dated March 31, 2017, as amended.

(s) "*Exchange Act*" means the Securities Exchange Act of 1934, as amended from time to time.

(t) "*Exercise Price*" means the price at which a Participant may exercise his right to receive cash or Common Stock, as applicable, under the terms of an Award.

(u) "*Fair Market Value*" of a share of Common Stock means, as of a particular date, (1) if shares of Common Stock are listed on a national securities exchange, the closing sales price per share of Common Stock on the consolidated transaction reporting system for the principal national securities exchange on which shares of Common Stock are listed on that date, or, if there shall have been no such sale so reported on that date, on the last preceding date on which such a sale was so reported, (2) if the Common Stock is not so listed, the average of the closing bid and asked price on that date, or, if there are no quotations available for such date, on the last preceding date on which such quotations shall be

available, as reported by an inter-dealer quotation system, (3) if shares of Common Stock are not publicly traded, the most recent value determined by an independent appraiser appointed by the Committee for such purpose, or (4) if none of the above are applicable, the fair market value of a share of Common Stock as determined in good faith by the Committee.

(v) "*Fiscal Year*" means a fiscal year of the Company.

(w) "*Grant Date*" means the date an Award is granted to a Participant and, with respect to any Spinoff Award or CSC Rollover Award, shall mean the date the award was originally granted.

(x) *"HPE"* has the meaning set forth in Section 1.

(y) "*Incentive Stock Option*" means an Option that is intended to comply with the requirements set forth in Code Section 422.

(z) "*Nonqualified Stock Option*" means an Option that is not intended to comply with the requirements set forth in Code Section 422.

(aa) "*Option*" means a right to purchase a specified number of shares of Common Stock at a specified Exercise Price, which is either an Incentive Stock Option or a Nonqualified Stock Option, including any such right that is Spinoff Award or CSC Rollover Award.

(bb) "*Participant*" means an Employee to whom an Award has been made under this Plan. Participant also includes any holder of a Spinoff Award or a CSC Rollover Award.

(cc) "*Performance Award*" means an Award made pursuant to this Plan to a Participant which is subject to the attainment of one or more Performance Goals. A Performance Award may be in the form of Performance Unit Awards, Restricted Stock Awards, Options, SARs or Cash Awards.

(dd) "*Performance Goal*" means one or more standards established by the Committee to determine in whole or in part whether a Performance Award shall be earned.

(ee) "*Performance Unit*" means a unit evidencing the right to receive in specified circumstances cash or shares of Common Stock or equivalent value of Common Stock in cash, the value of which at the time it is settled is determined as a function of the extent to which established performance criteria have been satisfied. Performance Units may take the form of performance-based Restricted Stock Units or Cash Awards.

(ff) "*Performance Unit Award*" means an Award in the form of Performance Units.

(gg) "*Qualified Performance Awards*" has the meaning set forth in Section 13.2.

(hh) "*Restricted Stock*" means a share of Common Stock that is restricted or subject to forfeiture provisions.

(ii) "*Restricted Stock Award*" means an Award in the form of Restricted Stock.

(jj) "*Restricted Stock Unit*" means a unit evidencing the right to receive in specified circumstances one share of Common Stock or equivalent value in cash that is restricted or subject to forfeiture provisions.

(kk) “*Restricted Stock Unit Award*” means an Award in the form of Restricted Stock Units.

(ll) “*Restriction Period*” means a period of time beginning as of the date upon which a Restricted Stock Award or Restricted Stock Unit Award is made pursuant to this Plan and ending as of the date upon which such Award is no longer restricted or subject to forfeiture provisions.

(mm) *“Spinoff Awards”* means employee equity awards granted under one or more HPE equity incentive plans which were converted and assumed by the Company in connection with the Spinoff in accordance with the terms of the Employee Matters Agreement.

(nn) “*Stock Appreciation Right*” or “*SAR*” means a right to receive a payment, in cash or Common Stock, equal to the excess of the Fair Market Value of a specified number of shares of Common Stock on the date the right is exercised over a specified Exercise Price, including any such right that is a Spinoff Award or CSC Rollover Award.

(oo) “*Stock Award*” means an Award in the form of shares of Common Stock, including a Restricted Stock Award, and a Restricted Stock Unit Award or Performance Unit Award that may be settled in shares of Common Stock, and excluding Options and SARs, including any such Award that is a Spinoff Award or CSC Rollover Award.

(pp) “*Stock-Based Award Limitations*” has the meaning set forth in Section 4.3.

(qq) “*Subsidiary*” means any corporation, partnership, association, joint stock company, business trust, unincorporated organization or other entity that the Company controls directly, or indirectly through one or more intermediaries.

Section 3
Eligibility

All Employees are eligible for Awards under this Plan. The Committee shall determine the type or types of Awards to be made under this Plan and shall designate from time to time the Employees who are to be granted Awards under this Plan. In addition, holders of Spinoff Awards and CSC Rollover Awards shall be eligible to participate in the Plan.

Section 4
Shares Subject to Awards

4.1 ***Common Stock Available for Awards.*** Subject to the provisions of Section 18 hereof, there shall be available for Awards under this Plan granted wholly or partly in Common Stock (including rights or Options that may be exercised for or settled in Common Stock) an aggregate of 34,200,000 shares of Common Stock (the “Maximum Share Limit”). Each Award (including a Spinoff Award or CSC Rollover Award) granted under the Plan, regardless of type, shall reduce the Maximum Share Limit by one share for each share associated with the Award.

Such shares shall be reserved from authorized but unissued shares, treasury shares and from shares which have been reacquired by the Company. The Board and the appropriate officers of the Company shall from time to time take whatever actions are necessary to file any required documents with governmental authorities, stock exchanges and transaction reporting systems to ensure that shares of Common Stock are available for issuance pursuant to Awards.

4.2 ***Share Counting.*** If an Award (including a Spinoff Award or CSC Rollover Award) expires or is terminated, cancelled or forfeited, the shares of Common Stock associated with the expired, terminated, cancelled or forfeited Award shall again be available for Awards under this Plan. The Maximum Share Limit shall be increased by one share of Common Stock for each share associated with such terminated, cancelled or forfeited Award.

In addition, the following principles shall apply in determining the number of shares under any applicable limit within the Maximum Share Limit:

(a) Shares of Common Stock that are tendered by a Participant or withheld as full or partial payment to satisfy minimum withholding taxes shall not become available again for issuance under this Plan;

(b) Shares of Common Stock that are tendered by a Participant or withheld as full or partial payment for the Exercise Price of an Award shall not become available again for issuance under this Plan;

(c) Shares of Common Stock reserved for issuance upon grant of an SAR, to the extent the number of reserved shares of Common Stock exceeds the number of shares of Common Stock actually issued upon exercise or settlement of such SAR, shall not become available again for issuance under this Plan;

(d) Awards that by their terms may only be settled in cash shall not reduce the Maximum Share Limit under this Plan; and

(e) If cash is issued in lieu of shares of Common Stock pursuant to an Award, such shares not become available again for issuance under this Plan.

4.3 ***Fiscal Year Limitations on Grants of Awards.*** The following limitations shall apply to any Awards made hereunder, other than to Spinoff Awards and CSC Rollover Awards which shall be disregarded for purposes of applying the following limits:

(a) No Employee may be granted during any Fiscal Year Awards consisting of Options or SARs that are exercisable for more than 1,000,000 shares of Common Stock;

(b) No Employee may be granted during any Fiscal Year Stock Awards covering or relating to more than 1,000,000 shares of Common Stock (the limitation set forth in this subsection (b), together with the limitation set forth in subsection (a), being hereinafter collectively referred to as the "Stock-Based Award Limitations"); and

(c) No Employee may be granted during any Fiscal Year (1) Cash Awards or (2) Restricted Stock Unit Awards or Performance Unit Awards that may be settled solely in cash having a value determined on the Grant Date in excess of $10,000,000.

Section 5
Administration

5.1 ***Authority of the Committee; Qualifications.*** Except as otherwise provided in this Plan with respect to actions or determinations by the Board, this Plan shall be administered by the Committee, subject to the following:

(a) The members of the Committee shall satisfy any independence requirements prescribed by any stock exchange on which the Company lists its Common Stock;

(b) Awards may be granted to individuals who are subject to Section 16(b) of the Exchange Act only if the Committee is comprised solely of two or more “Non-Employee Directors” as defined in Securities and Exchange Commission Rule 16b-3 (as amended from time to time, and any successor rule, regulation or statute fulfilling the same or similar function); and

(c) any Award intended to qualify for the “performance-based compensation” exception under Code Section 162(m) shall be granted only if the Committee is comprised solely of two or more “outside directors” within the meaning of Code Section 162(m) and regulations pursuant thereto.

5.2 ***Powers***. Subject to the provisions hereof, the Committee shall have full and exclusive power and authority to administer this Plan and to take all actions that are specifically contemplated hereby or are necessary or appropriate in connection with the administration hereof. The Committee shall also have full and exclusive power to interpret this Plan and to adopt such rules, regulations and guidelines for carrying out this Plan as it may deem necessary or proper, all of which powers shall be exercised in the best interests of the Company and in keeping with the objectives of this Plan.

Subject to Sections 5.4, 6.2 and 6.3 hereof, the Committee may, in its discretion,

(a) Provide for the extension of the exercisability of an Award;

(b) In the event of death, Disability, Change in Control, retirement, involuntary termination without cause or voluntary termination for good reason, accelerate the vesting or exercisability of an Award, eliminate or make less restrictive any restrictions contained in an Award, waive any restriction or other provision of this Plan or an Award or otherwise amend or modify an Award in any manner that is, in either case, (1) not adverse to the Participant to whom such Award was granted, (2) consented to by such Participant or (3) authorized by Section 18.3 hereof; *provided, however,* that no such action shall permit the term of any Option or SAR to be greater than 10 years from its Grant Date; or

(c) Accelerate the vesting or exercisability of an Award to the extent provided for in an Employee’s employment agreement with the Company or any Subsidiary that was effective prior the Effective Date.

5.3 ***Final and Binding.*** The Committee may correct any defect or supply any omission or reconcile any inconsistency in this Plan or in any Award Agreement in the manner and to the extent the Committee deems necessary or desirable to further this Plan’s purposes. Any decision of the Committee in the interpretation and administration of this Plan shall lie within its sole and absolute discretion and shall be final, conclusive and binding on all parties concerned.

5.4 ***Prohibition on Repricing of Awards.*** Subject to the provisions of Section 18 hereof, the Committee may not, without the approval of the Company’s stockholders,

(a) reduce the Exercise Price of any outstanding Options or SARs;

(b) take any action which would be treated as a “repricing” under generally accepted accounting principles; or

(c) cancel any outstanding Option or SAR at a time when its Exercise Price exceeds the Fair Market Value of the stock underlying such Option or SAR in exchange for (i) another Option or SAR with an Exercise Price below the Exercise Price of the then outstanding Option or SAR, (ii) any other type of Award, (iii) any other equity in the Company or (iv) cash.

Nothing in this Section 5.4 shall be construed to apply to the issuance of Spinoff Awards and CSC Rollover Awards that are Options or SARs.

5.5 ***Delegation of Authority***. Subject to Nevada law, the Committee may delegate any of its authority to the Board, to any other committee of the Board or to an Authorized Officer to grant Awards to Employees who are not subject to Section 16(b) of the Exchange Act; provided that the requirements of Section 5.1 are met. Such delegation shall be made in writing specifically setting forth such delegated authority. As permitted by Nevada law, the Committee may also delegate to an Authorized Officer authority to execute on behalf of the Company any Award Agreement. The Committee and the Board, as applicable, may engage or authorize the engagement of a third party administrator to carry out administrative functions under this Plan.

Section 6
Awards

6.1 ***Grants***. The Committee, in its absolute discretion, may grant all Awards under this Plan from time to time.

6.2 ***Award Agreements***. Each Award shall be embodied in an Award Agreement, which shall contain such terms, conditions and limitations as shall be determined by the Committee, in its sole discretion, and, if required by the Committee, shall be signed by the Participant to whom the Award is granted and by an Authorized Officer for and on behalf of the Company. Awards may consist of those listed in Sections 7 - 13 and may be granted singly, in combination or in tandem. Awards may also be made in combination or in tandem with, in replacement of, or as alternatives to, grants or rights under this Plan or any other plan of the Company or any of its Subsidiaries, including the plan of any acquired entity. Upon the termination of employment by a Participant who is an Employee, any unexercised, unvested or unpaid Awards shall be treated as set forth in the applicable Award Agreement or in any other written agreement the Company has entered into with the Participant.

6.3 ***Vesting Limitations***. Except as otherwise provided below, any Stock Award, Option or Stock Appreciation Right (other than any Spinoff Award or CSC Rollover Award which shall not be subject to the following limits) that

(a) is not a Performance Award shall have a minimum Restriction Period of one year from the date of grant; or

(b) is a Performance Award shall have a minimum performance period of one year from the date of grant;

provided, however, that (1) the Committee may provide for earlier vesting (x) to the extent provided for in an Employee’s employment agreement with the Company or any Subsidiary that was effective prior the Effective Date and (y) upon an Employee’s termination of employment by reason of death, Disability, Change in Control, retirement, involuntary termination without cause or voluntary termination for good reason and (2) vesting of a Stock Award, Option or Stock Appreciation Right may occur incrementally over the one-year Restriction Period or one-year minimum performance period, as applicable. The foregoing notwithstanding, 1,710,000 of the total number of shares of Common Stock available for issuance under this Plan may be granted without regard to any minimum Restriction Period or performance period, as applicable, described in this Section 6.3.

6.4 ***Payment of Awards***. Payment of Awards may be made in the form of cash or Common Stock, or a combination thereof, and may include such restrictions as the Committee shall determine, including, but not limited to, in the case of Common Stock, restrictions on transfer and forfeiture provisions. For a Restricted Stock Award, the certificates evidencing the shares of such Restricted Stock (to the extent that such shares are so evidenced) shall contain appropriate legends and restrictions that describe the terms and conditions of the restrictions applicable thereto. For a Restricted Stock Unit Award that may be settled in shares of Common Stock, the shares of Common Stock that may be issued at the end of the Restriction Period shall be evidenced by book entry registration or in such other manner as the Committee may determine.

6.5 ***Dividends and Dividend Equivalents***. Rights to dividends will be extended to and made part of any Restricted Stock Award and Dividend Equivalents may, in the Committee's discretion, be extended to and made part of any Restricted Stock Unit Award and Performance Unit Award, subject in each case to such terms, conditions and restrictions as the Committee may establish; *provided*, *however*, that no such dividends or Dividend Equivalents shall be paid with respect to unvested Stock Awards, including Stock Awards subject to Performance Goals. Dividends and/or Dividend Equivalents shall not be extended to any Options or SARs.

6.6 Spinoff and CSC Rollover Awards. Notwithstanding anything in the Plan to the contrary, (i) Spinoff Awards shall be governed by the terms of the Spinoff Awards as in effect immediately prior to the Spinoff, and (ii) CSC Rollover Awards shall be governed by the terms of the CSC Rollover Awards as in effect immediately prior to the CSC Merger, in each case except for any adjustment pursuant to the terms of the Employee Matters Agreement.

Section 7
Options

7.1 ***General***. An Award may be in the form of an Option. An Option awarded pursuant to this Plan may consist of either an Incentive Stock Option or a Nonqualified Stock Option. Subject to Section 18 hereof, the price at which shares of Common Stock may be purchased upon the exercise of an Option shall be not less than the Fair Market Value of the Common Stock on the Grant Date. For avoidance of doubt, Spinoff Awards and CSC Rollover Awards that are Options may have an Exercise Price that is less than the Fair Market Value of the Common Stock on the date such Awards are converted and assumed by the Company. The term of an Option shall not exceed 10 years from the Grant Date. Options may not include provisions that "reload" the Option upon exercise. Subject to the foregoing provisions, the terms, conditions and limitations applicable to any Option, including, but not limited to, the term of any Option and the date or dates upon which the Option becomes vested and exercisable, shall be determined by the Committee and subject to the minimum Restriction Period and performance period requirements and any other applicable requirements described in Section 6 hereof.

7.2 ***Option Exercise***. The Exercise Price shall be paid in full at the time of exercise in cash or, if permitted by the Committee and elected by the Participant, the Participant may pay the exercise price by means of the Company withholding shares of Common Stock otherwise deliverable on exercise of the Award or tendering Common Stock valued at Fair Market Value on the date of exercise, or any combination thereof. The Committee, in its sole discretion, shall determine acceptable methods for Participants to tender Common Stock. The Committee may provide for procedures to permit the exercise or purchase of such Awards by use of the proceeds to be received from the sale of Common Stock issuable pursuant to an Award (including cashless exercise procedures approved by the Committee involving a broker or dealer approved by the Committee). The Committee may adopt additional rules and procedures regarding the exercise of Options from time to time, provided that such rules and procedures are not inconsistent with the provisions of this Section.

Section 8
Stock Appreciation Rights

An Award may be in the form of an SAR. The Exercise Price for an SAR shall not be less than the Fair Market Value of the Common Stock on the Grant Date. For avoidance of doubt, Spinoff Awards and CSC Rollover Awards that are SARs may have an Exercise Price that is less than the Fair Market Value of the Common Stock on the date such Awards are converted and assumed by the Company. The holder of a tandem SAR may elect to exercise either the Option or the SAR, but not both. The exercise period for an SAR shall extend no more than 10 years after the Grant Date. SARs may not include provisions that

"reload" the SAR upon exercise. Subject to the foregoing provisions, the terms, conditions, and limitations applicable to any SAR, including, but not limited to, the term of any SAR and the date or dates upon which the SAR becomes vested and exercisable, shall be determined by the Committee; *provided, however*, that a SAR that may be settled all or in part in shares of Common Stock shall be subject to the minimum Restriction Period and performance period requirements and any other applicable requirements described in Section 6 hereof.

Section 9
Restricted Stock Awards

An Award may be in the form of a Restricted Stock Award. The terms, conditions and limitations applicable to any Restricted Stock Award, including, but not limited to, vesting or other restrictions, shall be determined by the Committee and subject to the minimum Restriction Period and performance period requirements and any other applicable requirements described in Section 6 hereof.

Section 10
Restricted Stock Unit Awards

An Award may be in the form of a Restricted Stock Unit Award. The terms, conditions and limitations applicable to a Restricted Stock Unit Award, including, but not limited to, the Restriction Period and the right to Dividend Equivalents, if any, shall be determined by the Committee. Subject to the terms of this Plan, the Committee, in its sole discretion, may settle Restricted Stock Units in the form of cash or in shares of Common Stock (or in a combination thereof) equal to the value of the vested Restricted Stock Units; *provided, however*, that a Restricted Stock Unit Award that may be settled all or in part in shares of Common Stock shall be subject to the minimum Restriction Period and performance period requirements and any other applicable requirements described in Section 6 hereof.

Section 11
Performance Unit Awards

An Award may be in the form of a Performance Unit Award. Each Performance Unit shall have an initial value that is established by the Committee on the Grant Date. Subject to the terms of this Plan, after the applicable performance period has ended, the Participant shall be entitled to receive settlement of the value and number of Performance Units earned by the Participant over the performance period, to be determined as a function of the extent to which the corresponding performance goals have been achieved. The timing and the terms of settlement of earned Performance Units shall be as determined by the Committee and as evidenced in an Award Agreement. Subject to the terms of this Plan, the Committee, in its sole discretion, may settle earned Performance Units in the form of cash or in shares of Common Stock (or in a combination thereof) equal to the value of the earned Performance Units as soon as practicable after the end of the performance period and following the Committee's determination of actual performance against the performance measures and related goals established by the Committee; *provided, however*, that a Performance Unit Award that may be settled all or in part in shares of Common Stock shall be subject to the minimum Restriction Period and performance period requirements and any other applicable requirements described in Section 6 hereof.

Section 12
Cash Awards

An Award may be in the form of a Cash Award. The terms, conditions and limitations applicable to a Cash Award, including, but not limited to, vesting or other restrictions, shall be determined by the Committee.

Section 13
Performance Awards

Without limiting the type or number of Awards that may be made under the other provisions of this Plan, an Award may be in the form of a Performance Award. The terms, conditions and limitations applicable to an Award that is a Performance Award shall be determined by the Committee.

13.1 *Nonqualified Performance Awards*. Performance Awards granted to Employees that are not intended to qualify as qualified performance-based compensation under Code Section 162(m) shall be based on achievement of such Performance Goals and be subject to such terms, conditions and restrictions as the Committee or its delegate shall determine.

13.2 *Qualified Performance Awards*. Performance Awards granted to Employees under this Plan that are intended to qualify as qualified performance-based compensation under Code Section 162(m) shall be paid, vested or otherwise deliverable solely on account of the attainment of one or more pre-established, objective Performance Goals established by the Committee prior to the earlier to occur of (i) 90 days after the commencement of the period of service to which the Performance Goal relates; and (ii) the lapse of 25% of the period of service (as scheduled in good faith at the time the goal is established), and in any event while the outcome is substantially uncertain.

A Performance Goal is objective if a third party having knowledge of the relevant facts could determine whether the goal is met. One or more of such goals may apply to the Employee, one or more business units, divisions or sectors of the Company, or the Company as a whole, and if so desired by the Committee, by comparison with a peer group of companies including by direct reference to peers, by reference to an index, or by a similar mechanism.

(a) Performance Goals. A Performance Goal shall include one or more of the following:

(i) contract awards;

(ii) backlog;

(iii) market share;

(iv) revenue;

(v) sales;

(vi) days’ sales outstanding;

(vii) overhead;

(viii) other expense management;

(ix) operating income;

(x) operating income margin;

(xi) earnings (including net earnings, EBT, EBIT and EBITDA);

(xii) earnings margin;

(xiii) earnings per share;

(xiv) cash flow;

(xv) working capital;

(xvi) book value per share;

(xvii) improvement in capital structure;

(xviii) credit rating;

(xix) return on stockholders' equity;

(xx) return on investment;

(xxi) cash flow return on investment;

(xxii) return on assets;

(xxiii) total stockholder return;

(xxiv) economic profit;

(xxv) stock price;

(xxvi) total contract value;

(xxvii) annual contract value; or

(xxviii) client satisfaction.

Unless otherwise stated, a Performance Goal applicable to a Qualified Performance Award need not be based upon an increase or positive result under a particular business criterion and could include, for example, maintaining the status quo or limiting economic losses (measured, in each case, by reference to specific business criteria).

(b) Interpretation; Code Requirements. In interpreting Plan provisions applicable to Qualified Performance Awards, it is the intent of this Plan to conform with the standards of Code Section 162(m) and Treasury Regulation § 1.162-27(e)(2)(i), and the Committee in establishing such goals and interpreting this Plan shall be guided by such provisions. Prior to the payment of any compensation based on the achievement of Performance Goals applicable to Qualified Performance Awards, the Committee must certify in writing that applicable Performance Goals and any of the material terms thereof were, in fact, satisfied. For this purpose, approved minutes of the Committee meeting in which the certification is made shall be treated as such written certification. Subject to the foregoing provisions, the terms, conditions and limitations applicable to any Qualified Performance Awards made pursuant to this Plan shall be determined by the Committee.

13.3 ***Adjustment of Performance Awards***. The Committee may provide in any such Performance Award in writing in advance that the results may be adjusted to include or exclude particular factors, including but not limited to any of the following events that occur during a Performance Period:

(a) asset write-downs;

(b) litigation or claim judgments or settlements;

(c) the effect of changes in tax laws, accounting principles, or other laws or provisions affecting reported results;

(d) any reorganization and restructuring programs;

(e) extraordinary nonrecurring items as described in Accounting Principles Board Opinion No. 30 and/or in management's discussion and analysis of financial condition and results of operations appearing in the Company's annual report to shareholders for the applicable Fiscal Year;

(f) acquisitions or divestitures;

(g) foreign exchange gains and losses; and

(h) settlement of hedging activities.

Only Awards that are not intended to qualify as Qualified Performance Awards may be adjusted upward in the discretion of the Committee. The Committee may retain the discretion to adjust any Performance Awards downward, either on a formula or discretionary basis or any combination, as the Committee determines.

Section 14
Change of Control

Notwithstanding any other provision of this Plan to the contrary, unless (1) an Award Agreement shall specify otherwise or (2) the agreement effectuating the Change in Control fails to provide for the assumption or substitution of Awards (in which case, the Committee may make any of the adjustments to outstanding Awards authorized by Section 18.3), upon a Participant's qualifying termination of employment within two (2) years after the date of the Change in Control:

(a) all outstanding Options that have not vested in full on or prior thereto shall be fully vested and exercisable;

(b) all restrictions applicable to outstanding Restricted Stock shall lapse in full;

(c) all outstanding Restricted Stock Units that have not vested in full on or prior thereto shall be fully vested;

(d) if the qualifying termination of employment occurs during the Performance Period, all Performance Awards shall be considered earned and payable at their target value, prorated for the portion of the Performance Period that has elapsed and shall be immediately paid or settled; and

(e) if the qualifying termination of employment occurs after the Performance Period, all Performance Awards shall, as soon as administratively practicable, be paid or settled based on the actual achievement of the applicable performance goals.

For this purpose, a qualifying termination of employment shall be as determined by the Committee and set forth in the applicable Award Agreement and may include, without limitation, involuntary termination without cause, death, disability or retirement.

Section 15
Taxes

The Company shall have the right to deduct applicable taxes from any Award payment and withhold, at the time of delivery or vesting of cash or shares of Common Stock under this Plan, an appropriate amount of cash or number of shares of Common Stock or a combination thereof for payment of required withholding taxes or to take such other action as may be necessary in the opinion of the Company to satisfy all obligations for withholding of such taxes; *provided, however*, that the number of shares of Common Stock withheld for payment of required withholding taxes must equal no more than the maximum individual statutory rate in the applicable jurisdiction. The Committee may also permit withholding to be satisfied by the transfer to the Company of shares of Common Stock theretofore owned by the holder of the Award with respect to which withholding is required. If shares of Common Stock are used to satisfy tax withholding, such shares shall be valued based on the Fair Market Value when the tax withholding is required to be made.

Section 16
Amendment, Modification, Suspension or Termination

The Board may amend, modify, suspend or terminate this Plan (and the Committee may amend an Award Agreement) for the purpose of meeting or addressing any changes in legal requirements or for any other purpose permitted by law, except that no amendment or alteration that would adversely affect the rights of any Participant under any Award previously granted to such Participant shall be made without the consent of such Participant.

No amendment or alteration shall be effective prior to its approval by the stockholders of the Company to the extent stockholder approval is otherwise required by applicable legal requirements or the requirements of the securities exchange on which the Company’s stock is listed, including any amendment that:

(a) expands the types of Awards available under this Plan;

(b) materially increases the number of shares of Common Stock available for Awards under this Plan;

(c) materially expands the classes of persons eligible for Awards under this Plan;

(d) materially extends the term of this Plan;

(e) materially changes the method of determining the Exercise Price of Options;

(f) deletes or limits any provisions of this Plan that prohibit the repricing of Options or SARs; or

(g) decreases any minimum vesting requirements for any Stock Award.

Section 17
Assignability

Unless otherwise determined by the Committee and expressly provided for in an Award Agreement, no Award or any other benefit under this Plan shall be assignable or otherwise transferable except (1) by will or the laws of descent and distribution or (2) pursuant to a domestic relations order issued by a court of competent jurisdiction that is not contrary to the terms and conditions of this Plan or applicable Award and in a form acceptable to the Committee. The Committee may prescribe and include in applicable Award Agreements other restrictions on transfer. Any attempted assignment of an Award or any other benefit under this Plan in violation of this Section 17 shall be null and void. Notwithstanding the foregoing, no Award may be transferred for value or consideration.

Section 18
Adjustments

18.1 ***Outstanding Awards***. The existence of outstanding Awards shall not affect in any manner the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the capital stock of the Company or its business or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or prior preference stock (whether or not such issue is prior to, on a parity with or junior to the Common Stock) or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding of any kind, whether or not of a character similar to that of the acts or proceedings enumerated above.

18.2 ***Plan Adjustments***

(a) Subdivision or Consolidation. In the event of any subdivision or consolidation of outstanding shares of Common Stock, declaration of a dividend payable in shares of Common Stock or other stock split, then:

(i) the number of shares of Common Stock reserved under this Plan and the number of shares of Common Stock available for issuance pursuant to specific types of Awards as described in Section 4;

(ii) the number of shares of Common Stock covered by outstanding Awards;

(iii) the exercise price or other price in respect of such Awards;

(iv) the appropriate Fair Market Value and other price determinations for such Awards; and

(v) any other limitations contained within this Plan shall each be proportionately adjusted by the Committee as appropriate to reflect such transaction.

(b) Recapitalizations, Reorganizations, etc. In the event of any other recapitalization or capital reorganization of the Company, any consolidation or merger of the Company with another corporation or entity, the adoption by the Company of any plan of exchange affecting the Common Stock or any distribution to holders of Common Stock of securities or property (other than normal cash dividends or dividends payable in Common Stock), the Committee shall make appropriate adjustments to:

(i) the number of shares of Common Stock reserved under this Plan and the number of shares of Common Stock available for issuance pursuant to specific types of Awards as described in Section 4;

(ii) the number of shares of Common Stock covered by outstanding Awards;

(iii) the exercise price or other price in respect of such Awards;

(iv) the appropriate Fair Market Value and other price determinations for such Awards;

(v) the Stock-Based Award Limitations; and

(vi) any other limitations contained within this Plan;

provided that such adjustments shall only be such as are necessary to maintain the proportionate interest of the holders of the Awards and preserve, without exceeding, the value of such Awards.

18.3 *Award Adjustments*. In the event of a corporate merger, consolidation, acquisition of property or stock, separation, split-up, spin-off, split-off, initial public offering of the common equity of a Subsidiary, reorganization or liquidation, or other Change in Control in which the Company is not the surviving publicly traded entity, the Committee may make such adjustments to Awards or other provisions for the disposition of Awards as it deems equitable, and shall be authorized, in its discretion, to:

(a) provide for the substitution of a new Award or other arrangement (which, if applicable, may be exercisable for such property or stock as the Committee determines, including stock of another company) for an Award or the assumption of the Award (and for awards not granted under this Plan), regardless of whether in a transaction to which Code Section 424(a) applies;

(b) provide, prior to the transaction, for the acceleration of the vesting and exercisability of, or lapse of restrictions with respect to, the Award and, if the transaction is a cash merger, provide for the termination of any portion of the Award that remains unexercised at the time of such transaction;

(c) provide for the acceleration of the vesting and exercisability of an Award and the cancellation thereof in exchange for such payment as the Committee, in its sole discretion, determines is a reasonable approximation of the value thereof;

(d) cancel any Awards and direct the Company to deliver to the Participants who are the holders of such Awards cash in an amount that the Committee shall determine in its sole discretion is equal to the Fair Market Value of such Awards as of the date of such event, which, in the case of any Option, shall be the amount equal to the excess of the Fair Market Value of a share of Common Stock as of such date over the per-share exercise price for such Option (for the avoidance of doubt, if such exercise price is less than such Fair Market Value, the Option may be canceled for no consideration or for such consideration that the Committee shall determine or as provided by the agreement effectuating an event described in this Section 18.3); or

(e) cancel Awards that are Options and give the Participants who are the holders of such Awards notice and opportunity to exercise prior to such cancellation;

provided, however, that the vesting of any time-based awards shall be accelerated upon a Change in Control only if the awards are not assumed by or substituted for awards of the acquiring entity, and the acceleration of vesting of any performance-based awards upon a Change in Control shall be adjusted for actual performance and/or the fractional performance period through the date of the Change of Control.

18.4 ***Compliance with Code Section 409A***. No adjustment or substitution pursuant to this Section 18 shall be made in a manner that results in noncompliance with the requirements of Code Section 409A, to the extent applicable.

Section 19
Restrictions

No Common Stock or other form of payment shall be issued with respect to any Award unless the Company shall be satisfied based on the advice of its counsel that such issuance will be in compliance with applicable federal and state securities laws. Certificates evidencing shares of Common Stock delivered under this Plan (to the extent that such shares are so evidenced) may be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the rules, regulations and other requirements of the Securities and Exchange Commission, any securities exchange or transaction reporting system upon which the Common Stock is then listed or to which it is admitted for quotation and any applicable federal or state securities law. The Committee may cause a legend or legends to be placed upon such certificates (if any) to make appropriate reference to such restrictions.

Section 20
Unfunded Plan

This Plan is unfunded. Although bookkeeping accounts may be established with respect to Participants who are entitled to cash, Common Stock or rights thereto under this Plan, any such accounts shall be used merely as a bookkeeping convenience. The Company shall not be required to segregate any assets that may at any time be represented by cash, Common Stock or rights thereto, nor shall this Plan be construed as providing for such segregation, nor shall the Company, the Board or the Committee be deemed to be a trustee of any cash, Common Stock or rights thereto to be granted under this Plan. Any liability or obligation of the Company to any Participant with respect to an Award of cash, Common Stock or rights thereto under this Plan shall be based solely upon any contractual obligations that may be created by this Plan and any Award Agreement, and no such liability or obligation of the Company shall be deemed to be secured by any pledge or other encumbrance on any property of the Company. None of the Company, the Board or the Committee shall be required to give any security or bond for the performance of any obligation that may be created by this Plan. With respect to this Plan and any Awards granted hereunder, Participants are general and unsecured creditors of the Company and have no rights or claims except as otherwise provided in this Plan or any applicable Award Agreement.

Section 21
Code Section 409A

21.1 ***Awards***. Awards made under this Plan are intended to comply with or be exempt from Code Section 409A, and ambiguous provisions hereof, if any, shall be construed and interpreted in a manner consistent with such intent. No payment, benefit or consideration shall be substituted for an Award if such action would result in the imposition of taxes under Code Section 409A. Notwithstanding anything in this Plan to the contrary, if any Plan provision or Award under this Plan would result in the imposition of an additional tax under Code Section 409A, that Plan provision or Award shall be reformed, to the extent permissible under Code Section 409A, to avoid imposition of the additional tax, and no such action shall be deemed to adversely affect the Participant’s rights to an Award.

21.2 ***Settlement Period***. Unless the Committee provides otherwise in an Award Agreement, each Restricted Stock Unit Award, Performance Unit Award or Cash Award (or portion thereof if the Award is subject to a vesting schedule) shall be settled no later than the 15th day of the third month after the end of the first calendar year in which the Award (or such portion thereof) is no longer subject to a “substantial risk of forfeiture” within the meaning of Code Section 409A. If the Committee determines that a Restricted Stock Unit Award, Performance Unit Award or Cash Award is intended to be subject to Code Section 409A, the applicable Award Agreement shall include terms that are designed to satisfy the requirements of Code Section 409A.

21.3 *Specified Employees*. If the Participant is identified by the Company as a "specified employee" within the meaning of Code Section 409A(a)(2)(B)(i) on the date on which the Participant has a "separation from service" (other than due to death) within the meaning of Treasury Regulation § 1.409A-1(h), any Award payable or settled on account of a separation from service that is deferred compensation subject to Code Section 409A shall be paid or settled on the earliest of (i) the first business day following the expiration of six months from the Participant's separation from service, (ii) the date of the Participant's death, or (iii) such earlier date as complies with the requirements of Code Section 409A.

Section 22
Award Termination, Forfeiture and Disgorgement

The Committee shall have full power and authority to determine whether, to what extent and under what circumstances any Award shall be terminated or forfeited, or the Participant should be required to disgorge to the Company any gains attributable to the Award. Such circumstances may include, without limitation, the following actions by a Participant:

(a) competing with the Company or participating in any enterprise that competes with the Company;

(b) using or disclosing, other than as expressly authorized by the Company or a Subsidiary, any confidential business information or trade secrets that the Participant obtains during the course of his or her employment with the Company or any Subsidiary; and

(c) after the Participant is no longer employed by the Company or any Subsidiary:

(i) soliciting, with respect to any of the services or products that the Company or any Subsidiary then provides to customers, any person or entity whom the Participant knows to be a customer of the Company or any Subsidiary, or whose business the Participant solicited on behalf of the Company or any Subsidiary while employed by it,

(ii) soliciting or hiring any person who is then an Employee, or

(iii) taking any action that, in the judgment of the Committee, is not in the best interests of the Company.

Additionally, any Awards granted pursuant to this Plan shall be subject to any recoupment or clawback policy that is adopted by, or applicable to, the Company.

Section 23
Awards to Non-U.S. Employees

Awards may be granted to Employees who are foreign nationals or employed outside the United States, or both, on such terms and conditions different from those applicable to Awards to Employees employed in the United States as may, in the judgment of the Committee, be necessary or desirable in order to recognize differences in local law or tax policy. The Committee also may impose conditions on the exercise or vesting of Awards in order to minimize the Company's obligation with respect to tax equalization for Employees on assignments outside their home country.

Section 24
Governing Law

This Plan and all determinations made and actions taken pursuant hereto, to the extent not otherwise governed by mandatory provisions of the Code or the securities laws of the United States, shall be governed by and construed in accordance with the laws of the State of Nevada.

Section 25
Right to Continued Service or Employment

Nothing in this Plan or an Award Agreement shall interfere with or limit in any way the right of the Company or any of its Subsidiaries to terminate any Participant's employment or other service relationship with the Company or its Subsidiaries at any time, nor confer upon any Participant any right to continue in the capacity in which he is employed or otherwise serves the Company or its Subsidiaries.

Section 26
Term

This Plan shall be effective as of the Effective Date. This Plan shall continue in effect for a term of 10 years commencing on the Effective Date, unless earlier terminated by action of the Board.

Section 27
Usage

Words used in this Plan in the singular shall include the plural and in the plural the singular, and the gender of words used shall be construed to include whichever may be appropriate under any particular circumstances of the masculine, feminine or neuter genders.

Section 28
Headings

The headings in this Plan are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Plan.

Exhibit 4.4

DXC TECHNOLOGY COMPANY
2017 NON-EMPLOYEE DIRECTOR INCENTIVE PLAN

SECTION 1. PURPOSE

The purpose of this 2017 Non-Employee Director Incentive Plan (“Plan”) is to enable the Company to attract, retain and motivate its Non-Employee Directors by providing for or increasing their proprietary interests in the Company.

The Plan was adopted by Everett SpinCo, Inc. (“Everett”), the predecessor of DXC Technology Company, prior to the spinoff of Everett from Hewlett Packard Enterprise Company (“HPE”) effective as of March 31, 2017 (the “Spinoff”).

SECTION 2. CERTAIN DEFINITIONS

As used in this Plan, the following terms have the meanings set forth below:

(a) “Administrator” means that administrator of the Plan as described in Section 3.

(b) “Award” means any Restricted Stock or RSU, including any CSC Rollover Awards.

(c) “Award Agreement” means any written or electronic agreement, contract, or other instrument or document evidencing any Award granted hereunder, in a form approved by the Administrator that is executed or acknowledged by both the Company and the Participant.

(d) “Board” means the Board of Directors of the Company.

(e) “Change in Control” means a “change in control,” as defined in Section 409A.

(f) “Code” means the Internal Revenue Code of 1986, as amended from time to time, and any successor thereto.

(g) “Company” means DXC Technology Company or any successor thereto.

(h) “CSC” means Computer Sciences Corporation.

(i) “CSC Merger” means the merger with CSC following the Spinoff.

(j) “CSC Rollover Awards” means awards granted under one or more CSC non-employee director equity incentive plans which were converted and assumed by the Company in connection with the CSC Merger in accordance with the terms of the Employee Matters Agreement.

(k) “Dividend Equivalents” means an amount equal to dividends and other distributions (or the economic equivalent thereof) that are payable to stockholders of record on a like number of Shares.

(l) “Employee Matters Agreement” means the amended and restated employee matters agreement between Everett SpinCo, Inc., HPE and CSC dated March 31, 2017, as amended.

(m) “Exchange Act” means the Securities Exchange Act of 1934, as amended.

(n) “Fair Market Value” means, with respect to any property, the market value of such property determined by such methods or procedures as shall be established from time to time by the Administrator. Unless the Administrator shall determine otherwise, the Fair Market Value of a Share on any day means the last sale price, regular way, of a Share on such day (or in case the principal United States national securities exchange on which the Shares are listed or admitted to trading is not open on such date, the next preceding date upon which it is open), or in case no such sale takes place on such day, the average of the closing bid and asked prices, regular way, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the principal United States national securities exchange on which the Shares are listed or admitted to trading.

(o) “HPE” has the meaning set forth in Section 1.

(p) “Non-Employee Director” means a director of the Company who is not an employee of the Company or any of its subsidiaries.

(q) “Participant” means a Non-Employee Director who is selected by the Administrator to receive an Award under this Plan. Participant also includes any holder of a CSC Rollover Award.

(r) “Plan” has the meaning set forth in Section 1.

(s) “Restricted Stock” means any Share issued hereunder with the restriction that the holder may not sell, assign, transfer, pledge or otherwise encumber such Share, and with such other restrictions as the Administrator, in its sole discretion, may impose, which restrictions may lapse separately or in combination at such time or times, in installments or otherwise, as the Administrator may deem appropriate, including any such Share which is a CSC Rollover Award.

(t) “Restricted Stock Unit” or “RSU” means a right granted hereunder to receive a specified number of Shares, or cash based on the Fair Market Value of such Shares, upon vesting or at a later date permitted in the Award Agreement, including any such right that is a CSC Rollover Award.

(u) “Section 409A” means Section 409A of the Code, together with the regulations and other Treasury department guidance promulgated thereunder.

(v) “Shares” means shares of the common stock of the Company, par value $0.01 per share, as adjusted in accordance with Section 5(d) hereof.

(w) “Spinoff” has the meaning set forth in Section 1.

SECTION 3. ADMINISTRATION

This Plan shall be administered by the Board (excluding any employee member of the Board) or, in the Board’s discretion, a committee of the Board (in either case, the “Administrator”) consisting of at least three directors, each of whom is (i) “independent” for purposes of the Company’s Corporate Governance Guidelines; and (ii) a “non-employee director” for purposes of Rule 16b-3(b)(3) promulgated under the Exchange Act.

Subject to the provisions of this Plan, the Administrator shall be authorized and empowered to do all things necessary or desirable in connection with the administration of this Plan, including, without limitation, the following:

(a) adopt, amend and rescind rules and regulations relating to this Plan;

(b) determine which persons are Non-Employee Directors, and to which of such Non-Employee Directors, if any, Awards shall be granted hereunder;

(c) grant Awards to Non-Employee Directors and determine the terms and conditions thereof, including the number of Shares and/or the amount of cash issuable pursuant thereto;

(d) determine whether, to what extent and under what circumstances Awards may be settled in cash, Shares or other property, or canceled or suspended;

(e) determine whether, and the extent to which adjustments are required pursuant to Section 5(d) hereof; and

(f) interpret and construe this Plan and the terms and conditions of all Awards granted hereunder.

Decisions of the Administrator shall be final, conclusive and binding upon all persons and entities, including the Company, all stockholders of the Company, all Non-Employee Directors, all Participants and all persons claiming under Award Agreements.

SECTION 4. ELIGIBILITY

Any Non-Employee Director shall be eligible to be selected as a Participant. In addition, any holder of a CSC Rollover Award shall be a Participant.

SECTION 5. SHARES SUBJECT TO THIS PLAN

(a) The maximum aggregate number of Shares that may be issued pursuant to all Awards granted under this Plan shall be 230,000, subject to adjustment as provided in Section 5(d) hereof.

(b) In connection with the granting of an Award, the number of Shares available for issuance under this Plan shall be reduced by the number of Shares in respect of which the Award is granted or denominated. For avoidance of doubt, any shares issued pursuant to a CSC Rollover Award shall reduce the number of Shares available for issuance under this Plan in accordance with this Section 5(b).

(c) Whenever any outstanding Award (or portion thereof), including any CSC Rollover Award, expires, is cancelled or is otherwise terminated for any reason without having been exercised or payment having been made in the form of Shares, the number of Shares available for issuance under this Plan shall be increased by the number of Shares allocable to the expired, cancelled or otherwise terminated Award (or portion thereof). To the extent that any Award is forfeited, the Shares subject to such Awards will not be counted as shares delivered under this Plan. Awards valued by reference to Shares that may be settled in equivalent cash value will count as Shares delivered to the same extent as if the Award were settled in Shares.

(d) If the outstanding securities of the class then subject to this Plan are increased, decreased or exchanged for or converted into cash, property and/or a different number or kind of securities, or if cash, property and/or securities are distributed in respect of such outstanding securities, in either case as a result of a reorganization, merger, consolidation, recapitalization, restructuring, reclassification, dividend (other than a regular, quarterly cash dividend) or other distribution, stock split, reverse stock split or the like, or if substantially all of the property and assets of the Company are sold, then, unless the terms of such transaction shall provide otherwise, the Administrator shall make appropriate and proportionate adjustments, as of the date of such transaction, in:

(i) the number and type of shares or other securities or cash or other property that may be acquired pursuant to outstanding Awards; and

(ii) the maximum number and type of shares or other securities that may be issued pursuant to all Awards granted under this Plan, as set forth in Section 5(a) hereof.

SECTION 6. RESTRICTED STOCK AND RESTRICTED STOCK UNITS

Restricted Stock and RSUs may be granted hereunder to Participants. All Restricted Stock and RSUs shall be subject to the following terms and conditions, and to such additional terms and conditions, not inconsistent with the provisions of this Plan, as the Administrator shall deem desirable:

(a) *Restrictions*. The restrictions applicable to each grant of Restricted Stock and the vesting provisions applicable to each grant of RSUs shall be determined by the Administrator, in its sole discretion, and shall be based on the Participant's continued service as a Non-Employee Director ("time-based vesting").

(b) *Accelerated Vesting*. The vesting of Restricted Stock or RSUs may, in the sole discretion of the Administrator, be accelerated in the event of the Participant's death or termination of service as a Non-Employee Director, or may be accelerated pursuant to Section 7 hereof upon a Change in Control.

(c) *Voting and Dividends*. Rights to dividends or Dividend Equivalents may be extended to and made part of any Award consisting of Restricted Stock or RSUs, subject to such terms, conditions and restrictions as the Administrator may establish. The Administrator may also establish rules and procedures for the crediting of interest on deferred cash payments and Dividend Equivalents for Awards consisting of Restricted Stock or RSUs. Unless the Administrator, in its sole discretion, shall determine otherwise, all Restricted Stock shall have full voting rights.

(d) *Stock Certificates*. Restricted Stock issued hereunder may be evidenced in such manner as the Administrator, in its sole discretion, shall deem appropriate, including, without limitation, book-entry registration or the issuance of a stock certificate or certificates registered in the name of the Participant and bearing an appropriate legend referring to the terms, conditions and restrictions applicable to such Restricted Stock.

(e) *CSC Rollover Awards.* Notwithstanding anything in the Plan to the contrary, CSC Rollover Awards shall be governed by the terms of the CSC Rollover Awards as in effect immediately prior to the CSC Merger, except for any adjustment pursuant to the terms of the Employee Matters Agreement.

SECTION 7. CHANGE IN CONTROL

Notwithstanding any other provision of this Plan to the contrary, unless an Award Agreement shall specify otherwise, upon the date of a Change in Control:

(a) all restrictions applicable to outstanding Restricted Stock shall lapse in full; and

(b) all outstanding RSUs that have not vested in full on or prior thereto shall be fully vested.

SECTION 8. AMENDMENTS AND TERMINATION

The Board may amend, alter, suspend, discontinue or terminate this Plan or the terms of any outstanding Award, or any portion thereof, at any time and in any manner; provided, however, that no such amendment, alteration, suspension, discontinuation or termination shall be made without:

(a) the approval of the Company's stockholders, if:

(i) such approval is necessary to qualify for or comply with any tax or regulatory requirement for which or with which the Board deems it necessary or desirable to qualify or comply,

(ii) such approval is required by the New York Stock Exchange or the Securities and Exchange Commission, or

(iii) such amendment, alteration, suspension, discontinuation or termination would materially increase the benefits accruing to Participants, materially increase the maximum number of shares or other securities which may be issued under this Plan, materially modify this Plan's eligibility requirements; and

(b) the consent of each Participant whose rights under any outstanding Award would be impaired by such action.

SECTION 9. GENERAL PROVISIONS

(a) *Nontransferability of Awards*. Unless the Administrator determines otherwise at the time the Award is granted or thereafter no Award, and no Shares subject to an outstanding Award as to which any applicable restriction or deferral period has not lapsed, may be sold, assigned, transferred, pledged or otherwise encumbered, except by will or the laws of descent and distribution; provided, however, that if so permitted by the Administrator, a Participant may designate a beneficiary to receive his or her rights under any Award after his or her death.

(b) *Award Entitlement*. No Non-Employee Director or Participant shall have any claim to be granted any Award under this Plan, and there is no obligation for uniformity of treatment of Non-Employee Directors or Participants under this Plan.

(c) *Requirement of Award Agreement*. The prospective recipient of any Award under this Plan shall not, with respect to such Award, be deemed to have become a Participant, or to have any rights with respect to such Award, unless and until both the Company and such recipient shall have executed an Award Agreement evidencing the Award and the recipient shall have delivered a copy thereof to the Company.

(d) *Termination, Forfeiture and Disgorgement*. The Administrator shall have full power and authority to determine whether, to what extent and under what circumstances any Award shall be terminated or forfeited, or the Participant should be required to disgorge to the Company any amounts attributable to the Award. Such circumstances may include, without limitation, the following actions by a Participant:

(i) competing with the Company or participating in any enterprise that competes with the Company; and

(ii) using or disclosing, other than as expressly authorized by the Company or a Subsidiary, any confidential business information or trade secrets that the Participant obtains during the course of his or her service as a Non-Employee Director.

(e) *Compliance with Securities Laws*. No Award granted hereunder shall be construed as an offer to sell securities of the Company, and no such offer shall be outstanding, unless and until the Administrator, in its sole discretion, has determined that any such offer, if made, would be in compliance with all applicable requirements of the U.S. federal securities laws and any other laws to which such offer, if made, would be subject.

(f) *Award Deferrals*. The Administrator shall have full power and authority to establish procedures in compliance with Section 409A, if applicable, pursuant to which the payment or settlement of any Award may be deferred.

(g) *Governing Law*. The validity, construction and effect of this Plan and any rules and regulations relating to this Plan shall be determined in accordance with the laws of the State of Nevada and applicable U.S. federal law.

(h) *Severability*. If any provision of this Plan is or becomes or is deemed invalid, illegal or unenforceable in any jurisdiction, or would disqualify this Plan or any Award under any law deemed applicable by the Administrator, such provision shall be construed or deemed amended to conform to applicable laws, or, if it cannot be construed or deemed amended without, in the determination of the Administrator, materially altering the intent of this Plan, it shall be stricken and the remainder of this Plan shall remain in full force and effect

SECTION 10. SECTION 409A

Notwithstanding anything in this Plan to the contrary, if any Plan provision or Award under this Plan would result in the imposition of an additional tax under Section 409A, that Plan provision or Award will be reformed to avoid imposition of the additional tax, including that any Award subject to 409A held by a specified employee that is settled upon termination of employment (for reasons other than death) shall be delayed in payment until the expiration of six months, and no action taken to comply with Section 409A shall be deemed to adversely affect the Participant’s rights to an Award. Awards made under this Plan are intended to comply with or be exempt from Section 409A, and ambiguous provisions hereof, if any, shall be construed and interpreted in a manner consistent with such intent. No payment, benefit or consideration shall be substituted for an Award if such action would result in the imposition of taxes under Section 409A.

SECTION 11. TERM OF PLAN

This Plan is effective as of March 30, 2017, the date prior to the Spinoff on which this Plan was approved by HPE as sole shareholder of Everett SpinCo, Inc, the predecessor to the Company. No Award may be granted under this Plan after March 30, 2027, but any award granted prior to that date may extend beyond that date.

Exhibit 4.5

2017 AMENDMENT AND RESTATEMENT OF

DXC TECHNOLOGY

MATCHED ASSET PLAN

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ARTICLE 1
GENERAL

1.1 Plan Name and Purpose. The name of this Plan is the “DXC Technology Matched Asset Plan” (the “Plan”). The Plan was formerly known as the “Computer Sciences Corporation Matched Asset Plan” and was formerly sponsored by Computer Sciences Corporation (“CSC”). Effective April 1, 2017, sponsorship of the Plan was transferred from CSC to DXC Technology (“DXC”) and the name of the Plan was changed accordingly. The purpose of this instrument is to amend and restate in its entirety the terms and conditions of the Plan.

This Plan is intended to qualify under Code Section 401(a), and with respect to the portion hereof intended to qualify as a qualified cash or deferred arrangement, to satisfy the requirements of Code Section 401(k), and with respect to the portion intended to qualify as an employee stock ownership plan, to satisfy the requirements of Code Section 4975(e)(7). This Plan is intended to qualify as a profit-sharing plan under Code Section 401(a)(27)(B).

1.2 Effective Date. The original effective date of the Plan was February 1, 1967. This amendment and restatement is effective as of April 1, 2017, except as otherwise expressly provided herein or as required by law. Operation of the Plan during periods prior to April 1, 2017 shall be governed by the terms of the Plan documents in effect during those periods, unless otherwise noted or required by law.

Except as expressly stated to the contrary herein, the provisions of this instrument amending and restating the Plan are not intended to enlarge the rights of any Participant whose employment for a Participating Employer terminated before April 1, 2017, and all questions relating to the rights of any Participant who terminated before April 1, 2017 shall be determined in accordance with the Plan provisions in effect at such termination unless the clear meaning of the language of this Plan document indicates a different intent.

1.3 Spin-Off of CSRA.

(a) In connection with CSC’s spin-off of the legal entities constituting its North American Public Sector segment, CSC underwent an internal reorganization and incorporated Computer Sciences Government Services Inc. (“CSGov”) on June 16, 2015 as a wholly-owned subsidiary of CSC. On November 27, 2015, CSGov was spun-off from CSC (the “CSGov Separation”). On November 30, 2015, CSGov merged with SRA International, Inc. (the “SRA Merger”), forming CSRA Inc. (“CSRA”). Effective as of the CSGov Separation and SRA Merger, CSRA became an independent, publicly traded corporation that owns and operates the legal entities constituting the North American Public Sector segment previously owned and operated by CSC (through its direct and indirect subsidiaries), as well as SRA International, Inc.

(b) In connection with the CSGov Separation, CSGov established the CSGov 401(k) Plan, which subsequently became known as the CSRA 401(k) Plan (the “CSRA Plan”), to be substantially similar to this Plan. In accordance with ERISA and the Code, certain active CSC employees who became active employees of CSGov as of October 30,

2015 had their account balances under this Plan transferred to the CSRA Plan (“CSRA Participants”). Accordingly, the CSRA Participants ceased participating in this Plan and began participating in the CSRA Plan as of October 30, 2015. All other Plan Participants who were active employees and remained employed with CSC after the CSGov Separation continued participating in this Plan after the CSGov Separation.

1.4 Merger with HPE-ES.

(a) Effective April 1, 2017, CSC merged with the Enterprise Services segment (“Enterprise Services, LLC” or “HPE-ES”) of Hewlett Packard Enterprise, whereby CSC and HPE-ES became wholly-owned subsidiaries of the parent entity of the newly-merged company, DXC Technology (the “HPE-ES Merger”). Following the HPE-ES Merger, CSC transferred sponsorship of this Plan to DXC Technology and the name of the Plan was changed accordingly.

(b) Effective as of the HPE-ES Merger, the Enterprise Services 401(k) Plan was merged with and into this Plan, as provided in the Enterprise Services 401(k) Plan Supplement, Appendix J to this Plan.

ARTICLE 2
DEFINITIONS

2.1 Account(s) or Participant's Account(s). The following Plan accounts are maintained for Participants, as applicable:

(a) "Compensation Deferral Account" shall mean the account established and maintained for a Participant to record amounts held in the Trust Fund which are attributable to (i) Compensation Deferral Contributions made by a Participating Employer on behalf of such Participant in accordance with subsection 5.1(a)(i) hereof, or (ii) such other amounts that were made on a pre-tax basis as compensation deferral contributions made by a prior employer to that employer's plan prior to the merger of such assets from that employer's plan into the Plan.

(b) "Catch-up Contribution Account" shall mean the account established and maintained for a Participant to record amounts held in the Trust Fund which are attributable to Catch-up Contributions made by a Participating Employer on behalf of such Participant in accordance with subsection 4.1(c).

(c) "Matching Contributions Account" shall mean the account established and maintained for a Participant to record amounts held in the Trust Fund which are attributable to Matching Contributions made by a Participating Employer on behalf of such Participant in accordance with subsection 5.1(a)(iii) hereof and any such allocations made pursuant to Section 7.4.

(d) "Retirement Account" shall mean the account established and maintained for a Participant to record amounts held in the Trust Fund which are attributable solely to Participating Employer contributions on behalf of such Participant for Plan Years ending prior to January 1, 1987.

(e) "Rollover Account" shall mean the account established and maintained for a Participant to record amounts held in the Trust Fund which are attributable to Participant rollover contributions under Section 4.10 hereof.

(f) "Merged Account" shall mean the account established and maintained for a Participant to record amounts held in the Trust Fund which are attributable to employer contributions that were made by a prior employer prior to the merger of such assets from such qualified retirement plans into the Plan except for amounts in the After-Tax Merged Accounts and amounts described in subsection 2.1(a) above.

(g) "After-Tax Merged Accounts" shall mean the account described in Article 21.

(h) "Discretionary Employer Contributions Account" shall mean the account established and maintained for a Participant to record amounts held in the Trust Fund which are attributable to Discretionary Employer Contributions made by a Participating Employer on behalf of such Participant in accordance with subsection 5.1(c) hereof.

(i) "Roth Account" means the account established and maintained for a Participant into which Roth Contributions and Roth Catch-up Contributions made on behalf of a Participant and earnings thereon are credited. A Participant's Roth Account and Roth Rollover Account are referred to collectively as a Participant's "Roth Accounts."

(j) "Roth Rollover Account" means the account established and maintained for a participant into which qualified Roth rollovers that are transferred to the Plan on behalf of a Participant and earnings thereon are credited. A Participant's Roth Rollover Account and Roth Account are referred to collectively as a Participant's "Roth Accounts."

(k) The term Account or Participant's Account also shall include other accounts that are transferred to or merged into this Plan as a result of an outsourcing agreement or corporate transaction and as specified in the applicable sections of this Plan document.

2.2 Affiliated Company. Affiliated Company shall mean, where applicable, either an Affiliated Company of the Company or a Participating Employer in subsection 2.47(c) that meets the following requirements:

(a) Any corporation that is included in a controlled group of corporations, within the meaning of Code Section 414(b), that includes the Company,

(b) Any trade or business (whether or not incorporated) that is under common control with the Company within the meaning of Code Section 414(c),

(c) Any member of an affiliated service group, within the meaning of Code Section 414(m), that includes the Company, or

(d) Any other entity required to be aggregated with the Company pursuant to regulations under Code Section 414(o).

2.3 Beneficiary. The person or persons last designated by a Participant as set forth in Section 9.8 or, if there is no designated Beneficiary or surviving Beneficiary, the person or persons designated in Section 9.8 to receive the Distributable Benefit of a deceased Participant.

2.4 Board of Directors. The Board of Directors of the Company or the Compensation Committee of the Board of Directors (if duly authorized to act for and in place of the Board of Directors with respect to the Plan).

2.5 Break in Service. With respect to any Employee, a twelve consecutive month Period of Severance; provided, however, that for the sole purpose of determining whether a Break in Service has occurred, the Severance Date of an Employee who is absent from Service on account of a Maternity or Paternity Absence beyond the first anniversary of the first date of absence shall be the second anniversary of the first date of such absence. The period between the first and second anniversaries of the commencement of such Maternity or Paternity Absence shall be neither a period of Service nor a Period of Severance.

2.6 Casual Employee. Individuals who work for the Participating Employer only on an as-needed, call-in basis.

2.7 Catch-up Contributions. Contributions described in subsection 5.1(a)(ii).

2.8 Code. The Internal Revenue Code of 1986 as amended from time to time.

2.9 Committee. The committee described in Article 11 hereof. All references to the Committee shall also include any delegate(s) of the Committee.

2.10 Company. Company means DXC Technology. For periods prior to April 1, 2017, Company means Computer Sciences Corporation.

2.11 Compensation. Base compensation plus any compensation (including commission-based compensation) under a formal sales incentive plan other than a pre-sales incentive plan paid by a Participating Employer for a Plan Year by reason of services performed by a Participant, including special pay provided to reservists in the United States military, but shall not include overtime, bonuses or any other types of pay. Determination of "Compensation" shall be subject to the following special rules:

(a) Amounts deducted pursuant to authorization by a Participant or pursuant to requirements of law (including amounts of Compensation deferred in accordance with the provisions of subsection 5.1(a)(i) and which qualify for treatment under Code Section 401(k) and amounts of Compensation deducted under a plan which satisfies the requirements of Code Section 125 or 132(1)(4)) shall be included in "Compensation," except as specifically provided to the contrary elsewhere in this Plan;

(b) All other fringe benefits and contributions by a Participating Employer under any employee benefit plan shall not be included in Compensation; however, sick pay, vacation pay, pay in lieu of notice, pay under a paid time off allowance and jury pay shall be included in Compensation;

(c) Amounts paid or payable by reason of services performed during any period in which an Eligible Employee is not a Participant under this Plan shall not be included in Compensation;

(d) Amounts not included in a Participant's gross income for the current taxable year pursuant to deferred compensation plans (other than amounts described in (a) above) shall not be included in Compensation;

(e) Amounts included in any Participant's gross income with respect to life insurance as provided by Code Section 79 shall not be included in Compensation;

(f) Compensation in excess of the limits contained in Code Section 401(a)(17), as indexed, shall be disregarded. The cost of living adjustment in effect for a calendar year applies to any periods, not exceeding 12 months, over which Compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

(g) For a Participant who enters qualified military service as defined under Code Section 414(u), Compensation shall include the special pay paid to such Participant for such qualified military service. For purposes of the preceding sentence, “special pay” shall mean the payments made to a Participant that reflect the difference between the Participant’s regular salary or wages from the Participating Employer and the payments such Participant is receiving from the United States government for the Participant’s qualified military service.

(h) For Participants who participate in the Voluntary Extended Leave Program, Compensation shall be the base compensation paid by a Participating Employer to a Participant during the period that such Participant participates in the Voluntary Extended Leave Program.

2.12 **Compensation Deferral Contributions**. Contributions described in subsection 5.1(a)(i).

2.13 **CSRA Stock Fund**. The investment fund described in Section 7.5 of the Plan consisting of CSRA Stock. Notwithstanding the foregoing, there were implemented measures as determined by the Committee to liquidate no later than November 30, 2016, in an orderly fashion, the common stock of CSRA held in the CSRA Stock Fund as described in Section 7.5(b).

2.14 **Discretionary Employer Contributions**. Participating Employer contributions described in subsection 5.1(c).

2.15 **Distributable Benefit**. The Vested Interest of a Participant in this Plan which is determined and distributable to the Participant, in accordance with the provisions of Articles 8 and 9, upon the Participant’s Severance.

2.16 **Early Retirement Date**. The first day of the month that coincides with or next follows the date the Participant incurs a Severance after attaining at least age fifty-five (55).

2.17 **Effective Date**. With respect to this Amended and Restated Plan, as of April 1, 2017, subject, however, to the provisions of Section 1.2.

2.18 **Eligibility Date**. Except as provided in Appendices A, B, and F, the first day of the payroll period coinciding with or next following the date an Eligible Employee satisfies the eligibility and participation requirements as provided in Article 3.

2.19 **Eligible Employee**.

(a) Any Employee of a Participating Employer, except as noted in subsection 2.21(b) below.

(b) The term “Eligible Employee” does not include

(i) Any Employee who is covered by a collective bargaining agreement to which a Participating Employer is a party if there is evidence that retirement benefits were the subject of good faith bargaining between the Participating Employer and the collective bargaining representative, unless the collective bargaining agreement provides for coverage under this Plan as provided in Appendix D to the Plan, which is incorporated by reference herein.

(ii) Any Employee who is classified as an independent contractor by a Participating Employer without regard to whether the remuneration to such person is mistakenly reported on a Form W-2 or reported on Form 1099.

(iii) Any Employee who is a nonresident alien and who receives no earned income (within the meaning of Code Section 911(d)(2)) from a Participating Employer which constitutes income from sources within the United States (within the meaning of Code Section 861(a)(3)).

(iv) Any Employee if he is an active participant in the CSC Outsourcing Inc. Hourly Savings Plan or any qualified defined contribution plan under which contributions are made on his behalf under a Code Section 401(k) cash or deferred arrangement that is sponsored by a Participating Employer.

(v) Any Employee who is working in the United States pursuant to the terms of a work visa and who receives all of his base compensation from a non-United States payroll. For the avoidance of doubt, Employees working in the United States on visas while also receiving all of their base compensation from a non-United States payroll are not eligible to participate in any of the Company’s United States pension or health plans, or to receive any benefits from those plans. Even if an individual is treated as an employee of the Company for tax purposes and issued a Form W-2, or treated as an employee of the Company for purposes of the Family and Medical Leave Act, such individual will not receive United States benefits for periods where the individual is also receiving all base compensation from a non-United States payroll.

(vi) Any Employee who transferred employment from CSC to CSC Government Solutions LLC or to CSC State and Local Solutions LLC on July 4, 2015, who was not participating in the Plan on July 3, 2015.

(vii) Any employee of CeleritiFinTech Services USA, Inc. who is on a foreign payroll.

(c) Notwithstanding the foregoing, a former employee of Autonomic Resources LLC shall not become an Eligible Employee until April 4, 2015.

2.20 Employee.

(a) Each person currently employed in any capacity by a Participating Employer, any portion of whose Compensation paid by the Participating Employer is subject to withholding of income tax and/or for whom Social Security contributions are made by the Participating Employer, or would be subject to such withholding or contributions if such Compensation were paid to a resident of the United States.

(b) “Employee” shall also include a person deemed to be employed by a Participating Employer, pursuant to Code Section 414(n).

(c) Although Eligible Employees are the only class of Employees eligible to participate in this Plan, the term “Employee” is used to refer to persons employed in a non-Eligible Employee capacity as well as an Eligible Employee category. Thus, those provisions of this Plan that are not limited to Eligible Employees, such as those relating to certain Service rules, apply to both Eligible and non-Eligible Employees.

2.21 Employment Commencement Date.

(a) The date on which an Employee first performs an Hour of Service in any capacity for a Participating Employer or Affiliated Company with respect to which the Employee is compensated or is entitled to compensation by a Participating Employer or the Affiliated Company.

(b) In the case of an Employee who incurs a Severance and who is reemployed by a Participating Employer or an Affiliated Company, the term “Employment Commencement Date” shall mean “Employment Commencement Date” as defined in (a) above unless the Participant incurs a Break in Service, then it shall mean the first day following the Severance on which the Employee performs an Hour of Service for a Participating Employer or an Affiliated Company with respect to which he is compensated or entitled to compensation by a Participating Employer or Affiliated Company.

2.22 ERISA. The Employee Retirement Income Security Act of 1974, as amended from time to time.

2.23 Excess Aggregate Contribution. With respect to any Plan Year, the excess of (a) the aggregate Actual Contribution Percentage amounts taken into account in computing the numerator of the Actual Contribution Percentage actually made on behalf of Highly Compensated Employees for such Plan Year over (b) the maximum Actual Contribution Percentage amounts permitted by the Actual Contribution Percentage test described in Section 5.2, determined by hypothetically reducing contributions made on behalf of Highly Compensated Employees in order of their Actual Contribution Percentages, beginning with the highest of such percentages.

2.24 Excess Contribution. With respect to any Plan Year, the excess of (a) the aggregate amount of Compensation Deferral Contributions made on behalf of a Highly Compensated Employee for a Plan Year and taken into account in computing the Actual Deferral Percentage of Highly Compensated Employees for such Plan Year over (b) the maximum amount of such contributions permitted under Section 4.5, determined by hypothetically reducing contributions made on behalf of Highly Compensated Employees in order of the Actual Deferral Percentages, beginning with the highest of such percentages.

2.25 Excess Deferral. The excess of Compensation Deferral Contributions or Catch-up Contributions actually made on behalf of a Participant for a calendar year over the dollar limitation provided for in Code Sections 402(g) and 414(v)(2)(B)(i) applicable to such year.

2.26 Five-Taxable-Year-Period. Five-Taxable-Year Period means the period beginning on the first day of the first Plan Year for which a Participant has elected to make Roth Contributions or Roth Catch-up Contributions to the Plan and ends on the last day of the fifth consecutive Plan Year after such date. If a direct rollover is made to the Plan by a Participant from a designated Roth account under an "applicable retirement plan" (as defined in Code Section 402A(e)(1)) other than the Plan, the Five-Taxable-Year Period for the Participant under the Plan begins on the first day of the Participant's first taxable year for which the Participant had designated Roth contributions under the other applicable retirement plan, if earlier.

2.27 Forfeiture Account. The account established and maintained for purposes of holding any portion of a Participant's Matching Contributions Account that is forfeited by the Participant in accordance with Section 9.5.

2.28 Full-Time Employee. Individuals whose employment is for an indefinite period and who are regularly scheduled to work for at least 30 hours per week.

2.29 415 Compensation. Total wages within the meaning of Code Section 3401(a) (for purposes of income tax withholding at the source) and for which a Participating Employer is required to furnish the Employee a written statement under Code Sections 6041(d) and 6051(a)(3), but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)). The definition of 415 Compensation shall comply with Treasury Regulations Sections 1.415(c)-2(b) and (c) and shall be subject to the following:

(a) 415 Compensation for a Plan Year shall also include the following amounts if paid by the later of 2 ½ months after the Participant's severance from employment with a Participating Employer or Affiliated Company or the end of the Limitation Year that includes the date of the Participant's severance from employment:

(i) Payments of regular compensation for services during the Participant's regular working hours or compensation for services outside the Participant's regular working hours (such as overtime or shift deferential), commissions, bonuses, or other similar payments, and, absent a severance from employment, the payments that would have been made to the Participant while the Participant continued in employment with a Participating Employer or Affiliated Company.

(ii) Payments for unused accrued bona fide sick, vacation or other leave that the Participant would have been able to use if employment had continued, but only if such amounts would have otherwise been included in the definition of compensation if they were paid prior to the Participant's severance from employment with a Participating Employer or Affiliated Company; or

(iii) Payments received by the Participant pursuant to a nonqualified deferred compensation plan that would have been paid at the same time if employment had continued, but only if such amounts would have otherwise been included in the definition of compensation if they were paid prior to the Participant's severance from employment with a Participating Employer or Affiliated Company.

(b) Any payment not described in subsection 2.30(a) above will not be included in 415 Compensation if paid after the Participant's severance from employment, even if paid by the later of 2 ½ months after the date of severance from employment or the end of the Plan Year that includes the date of the severance from employment; provided, however, that 415 Compensation shall include amounts paid by the Participating Employer or Affiliated Company to an individual who does not currently perform services for the Participating Employer or Affiliated Company by reason of qualified military service (within the meaning of Code Section 414(u)(5)) to the extent such amounts do not exceed the amounts the individual would have received if the individual had continued to perform services for a Participating Employer or Affiliated Company rather than entering qualified military service.

(c) 415 Compensation shall not include amounts in excess of the applicable dollar limit under Code Section 401(a)(17), as adjusted by the Internal Revenue Service for increases in the cost of living determined in accordance with Code Section 401(a)(17)(B) and the regulations and other guidance issued thereunder.

(d) 415 Compensation includes any differential wage payment (as defined in Code Section 3401(h)(2)) made by a Participating Employer.

2.30 Highly Compensated Employee. Any Employee who:

(a) was a Five-Percent Owner at any time during the current Plan Year or the preceding Plan Year; or

(b) for the preceding year:

(i) had Includable Compensation from the Participating Employer in excess of $120,000 (as adjusted under Code Section 414(q)) and

(ii) if the Company elects, was in the Top Paid Group (within the meaning of Code Section 414(q)).

The determination of who is a Highly Compensated Employee shall be made on a Participating Employer by Participating Employer basis including all Affiliated Companies of each Participating Employer.

2.31 Highly Compensated Participant. Any Highly Compensated Employee who is a Participant in the Plan.

2.32 HPE-ES Merger. As described in Section 1.4, the merger of CSC with HPE-ES, whereby CSC and HPE-ES became wholly-owned subsidiaries of the parent entity of the newly-merged company, DXC Technology. Following the HPE-ES Merger, CSC transferred sponsorship of this Plan to DXC Technology and the name of the Plan was changed accordingly.

2.33 Hour of Service. In the case of a Part-Time, Casual or Temporary Employee:

(a) Hour of Service shall mean the following:

(i) Each hour for which the Employee is paid by a Participating Employer or entitled to payment for the performance of services as an Employee. For purposes of this Section 2.33, overtime work shall be credited as straight time.

(ii) Each hour in or attributable to a period of time during which the Employee performs no duties (irrespective of whether he has terminated his employment) due to a vacation, holiday, illness, incapacity (including pregnancy or disability), layoff, jury duty or military duty for which he is paid or entitled to payment, whether direct or indirect. However, no such hours shall be credited to an Employee if such Employee is directly or indirectly paid or entitled to payment for such hours and if such payment or entitlement is made or due under a plan maintained solely for the purpose of complying with applicable worker's compensation, unemployment compensation or disability insurance laws or is a payment which solely reimburses the Employee for medical or medically related expenses incurred by him.

(iii) Each hour in or attributable to a period of time during which the Employee performs no duties due to service in the armed forces of the United States (other than by voluntary enlistment or commission), provided that such Employee's duties for a Participating Employer are resumed within the minimum time limits permitted under federal law after release from the armed forces. With respect to any such paid or unpaid absence as set forth in this paragraph (iii), an Employee shall be deemed to complete Hours of Service at his customary work schedule prior to the commencement of such absence.

(iv) Each hour for which the Employee is entitled to back pay, irrespective of mitigation of damages, whether awarded or agreed to by a Participating Employer provided that such Employee has not previously been credited with an Hour of Service with respect to such hour under paragraphs (i) or (ii) above.

(b) Hours of Service under paragraphs (ii) and (iv) above shall be calculated in accordance with Department of Labor Regulations Section 2530.200b-2 (b). Hours of Service shall be credited to the appropriate computation period according to Department of Labor Regulations Section 2530.200b-2(c). However, an Employee will not be considered as being entitled to payment until the date when a Participating Employer would normally make payment to the Employee for such Hour of Service.

(c) Unless expressly provided to the contrary by the Company, an Employee shall not be credited with Hours of Service for periods of employment with an Affiliated Company or a Participating Employer as defined under subsection 2.47(c) prior to the date on which an entity becomes an Affiliated Company, or part of an Affiliated Company. Also, in the discretion of the Company, an Employee may receive Hours of Service credit for a period of employment for another entity where a Participating Employer is a successor contractor under a contract held by such other entity.

2.34 **Includable Compensation**. 415 Compensation plus the amounts that would otherwise be excluded from a Participant's gross income by reason of the application of Code Sections 125, 132(f)(4), 402(e)(3) and 402(h)(1)(B).

2.35 **Investment Fund**. The DXC Technology Stock Fund, and any of the separate Investment Funds established by the Committee which may be made available by the Committee from time to time for selection by Participants for purposes of the investment of amounts contributed to this Plan, as provided in Section 7.3.

2.36 **Leased Employee**. Any person (other than an Employee of the recipient) who pursuant to an agreement between the recipient and any other person ("leasing organization") has performed services for the recipient (or for the recipient and related persons determined in accordance with Code Section 414(1)(6)) on a substantially full-time basis for a period of at least one year, under the primary direction and control of the recipient. Contributions or benefits provided a Leased Employee by the leasing organization which are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer. A Leased Employee shall not be considered an Employee of the recipient if Leased Employees do not constitute more than 20% of the recipients Non-Highly Compensated Employees.

2.37 **Leave of Absence**. Any absence without pay authorized by a Participating Employer under its standard personnel practices.

2.38 **Matching Contributions**. Participating Employer contributions described in subsection 5.1(a)(iii).

2.39 **Maternity or Paternity Absence**. An absence from work for any period for any of the following reasons:

(a) The pregnancy of the Employee;

(b) The birth of a child of the Employee;

(c) The placement of a child with the Employee in connection with the adoption of the child by the Employee; or

(d) For purposes of caring for the child for a period beginning immediately following the birth or placement referred to in paragraphs (b) or (c) above.

Notwithstanding the foregoing, a period of absence shall be treated as a Maternity or Paternity Absence only if the Employee claims that such absence qualifies as a Maternity or Paternity Absence and furnishes such proof and information regarding such absence as the Committee reasonably requires.

A Maternity or Paternity Absence shall be recognized solely for purposes of determining whether or not an Employee has incurred a Break in Service. Accordingly, such a Maternity or Paternity Absence shall not result in an accrual of Service for purposes of the benefit accrual provisions of this Plan.

2.40 **Non-Elective Contribution**. A Participating Employer's contributions to the Plan; excluding, however, contributions made pursuant to the Participant's Compensation deferral agreement provided for in Section 4.1 and any Qualified Non-Elective Contribution.

2.41 **Non-Highly Compensated Employee**. Any Employee who is not a Highly Compensated Employee.

2.42 **Normal Retirement**. A Participant's termination of employment on or after attaining the Plan's Normal Retirement Date (other than by reason of death or Total and Permanent Disability).

2.43 **Normal Retirement Age**. Sixty-five (65).

2.44 **Normal Retirement Date**. The first day of the month which coincides with or next follows the date the Participant attains Normal Retirement Age,

2.45 **Part-Time Employee**. Individuals whose employment is for an indefinite period and who are regularly scheduled to work fewer than 30 hours per week.

2.46 **Participant**. An Eligible Employee who is entitled to participate in the Plan. If a Participant is transferred from one Participating Employer to another Participating Employer, he shall automatically become a Participant under the Plan with such other Participating Employer if he continues to be an Eligible Employee; further, he shall continue to be a Participant with respect to his benefits accrued at the date of transfer during the period that he is a Participant under the Plan with such Participating Employer. If a Participant becomes represented by a collective bargaining agreement or becomes included in a collective bargaining unit, and thereby becomes ineligible to continue to make Compensation Deferral Contributions because he is no longer an Eligible Employee, then from the date of his change of status, he shall be considered a Participant solely with respect to his benefits accrued to the date of such change of status.

2.47 **Participating Employer.**

(a) DXC Technology;

(b) any Affiliated Company which the Company has designated as a Participating Employer with respect to this Plan and related Trust, as listed on Appendix C hereto; or

(c) any other company which the Company has designated as a Participating Employer with respect to this Plan and related Trust, as listed on Appendix C hereto.

2.48 **Period of Severance**. The period of time commencing on an Employee's Severance Date and ending on the Employee's Employment Commencement Date, if any, following thereafter.

2.49 **Plan**. The DXC Technology Matched Asset Plan as set forth herein, and as it may be amended from time to time.

2.50 **Plan Administrator**. The administrator of the Plan, within the meaning of ERISA Section 3(16)(A). The Plan Administrator shall be the Committee. All references to the Plan Administrator shall also include any delegate(s) of the Plan Administrator.

2.51 **Plan Year**. The twelve month period beginning each January 1 and ending on the following December 31.

2.52 **Postponed Retirement Date**. The first day of the month following the month in which a Participant terminates employment after his Normal Retirement Date.

2.53 **Prior Plan**. The Computer Sciences Corporation Employee Stock Purchase Plan, as in effect prior to January 1, 1987.

2.54 **Qualified Roth Distribution**. Qualified Roth Distribution means any distribution from a Participant's Roth Accounts that is made after the end of the Participant's Five-Taxable-Year Period and that either (i) is made on or after the date the Participant turns age 59 ½; (ii) is made on account of such Participant's death; or (iii) is made on account of such Participant's Total and Permanent Disability.

2.55 **Qualifying Employer Securities**. Common stock issued by the Company or Affiliated Company (a) which is readily tradable on an established securities market or (b) that has a combination of voting power and dividend rights equal to or in excess of (i) that class of common stock of the Company or Affiliated Company having the greatest voting power and (ii) that class of common stock of the Company or Affiliated Company having the greatest dividend rights.

2.56 **Roth Catch-up Contribution**. Roth Catch-up Contribution means a Catch-up Contribution that has been irrevocably designated by a Participant as not excludable from the Participant's gross income at the time of deferral and that is deposited into a Roth Account under the Plan. Unless the context otherwise indicates, a Roth Catch-up Contribution is a "Catch-up Contribution" for all purposes under the Plan.

2.57 **Roth Contribution**. Roth Contribution means a Compensation Deferral Contribution that has been irrevocably designated by a Participant as not excludable from the Participant's gross income and that is deposited into a Roth Account under the Plan. Unless the context otherwise indicates, a Roth Contribution is a "Compensation Deferral Contribution" for all purposes under the Plan.

2.58 Service. Except as provided in Appendices A and B, with respect to any regular Full-Time Employee, the Service of such Employee, determined in accordance with the following rules:

(a) An Employee shall receive Service credit for the elapsed period of time between each Employment Commencement Date of such Employee and the Severance Date which immediately follows said Employment Commencement Date. By way of illustration of the foregoing general rule, and not in limitation thereof, an Employee shall receive Service credit for any period of authorized Leave of Absence or participation in the Voluntary Extended Leave Program (until such Employee incurs a Severance (if any) while participating in the Voluntary Extended Leave Program or during such authorized Leave of Absence), including any leave for service in the United States armed forces as may be required pursuant to applicable federal law, including any provision of such law requiring that such Employee on military leave apply for reemployment and/or be rehired by a Participating Employer following his military duty. An Employee who is absent from work on an authorized Leave of Absence or participating in the Voluntary Extended Leave Program shall be deemed to have incurred a Severance (if any) as of the date specified in Section 2.58 hereinabove.

(b) An Employee shall also receive Service credit for periods between a Severance and a subsequent Employment Commencement Date in accordance with the following rules:

(i) If an Employee incurs a Severance by reason of a quit, discharge or retirement (other than a Severance occurring during an approved Leave of Absence, as provided in subsection 2.58(b)(ii)), and such Employee is thereafter reemployed by a Participating Employer or an Affiliated Company prior to his incurring a Break in Service, he shall receive Service credit for the period commencing with his Severance Date and ending with his Employment Commencement Date following thereafter; and

(ii) If an Employee is on an approved Leave of Absence and then incurs a Severance by reason of a quit, discharge or retirement during such Leave of Absence, and such Employee is thereafter reemployed by a Participating Employer or an Affiliated Company within twelve (12) months of the date on which he discontinued active employment and commenced such Leave of Absence, he shall receive Service credit for the period commencing with the date on which he was first absent from employment and ending with his Employment Commencement Date following thereafter.

(iii) Other than as expressly set forth above in this Section 2.58, an Employee shall receive no Service credit with respect to periods between a Severance Date and a subsequent Employment Commencement Date.

(iv) Periods of Maternity or Paternity Absence shall be included in a period of Service for purposes of computing Vested Interests under Section 8.2.

(c) In the case of any Employee who incurs a Break in Service and who, immediately preceding such Break in Service, did not have any Vested Interest under this Plan, if his Period of Severance giving rise to such Break in Service equals or exceeds his Parity Period, as defined below, then such period of Service prior to said Break in Service

shall not be taken into account under this Plan. Such Service credit accrued before such Break in Service shall be deemed not to include any period of Service not required to be taken into account under this Section 2.58 by reason of any prior Break in Service. For purposes of this subsection 2.58(c), the term Parity Period shall mean:

(i) For Plan Years commencing before January 1, 1985, the Participant's Service credit accrued prior to the Period of Severance giving rise to said Break in Service;

(ii) For Plan Years commencing after December 31, 1984, the greater of (A) five (5) Years of Service, or (B) the Period described in subsection 2.58(c)(i) above.

Service credit accrued before a Break in Service shall be deemed not to include any period or Periods of Service not required to be taken into account under this subsection 2.58(c) or under the terms of the Plan as in effect prior to January 1, 1985 by reason of any prior Break in Service.

(d) An Employee shall be credited with Service with respect to a period of employment with a Participating Employer or an Affiliated Company, but only to the extent that such period of employment would be so credited under the foregoing rules set forth in this Section 2.58. Notwithstanding the foregoing, unless provided by the Company, or unless otherwise expressly stated in this Plan, such an Employee shall not receive such Service credit for any period of employment with an Affiliated Company prior to such entity becoming or becoming a part of, an Affiliated Company. Notwithstanding the foregoing, for purposes of determining the Vested Interest of a former Employee of the Company who becomes an employee of AUTEC Range Services, such Employee shall be credited with Service with respect to the Employee's period of employment with AUTEC Range Services. Effective July 31, 2014 for purposes of determining an Employee's Vested Interest, an Employee shall be credited with Service with respect to a period of employment with Tenacity Solutions, Inc., but only to the extent that such period of employment would be so credited under the foregoing rules set forth in this Section 2.58.

2.59 Severance. The termination of an Employee's employment, in any capacity, with a Participating Employer and Affiliated Companies, by reason of such Employee's death, resignation, dismissal or otherwise. For the purposes of this Plan, an Employee shall be deemed to have incurred a Severance on the date on which he dies, resigns, is discharged, or his employment with a Participating Employer and its Affiliated Companies otherwise terminates (including a failure to return to work on or before the date on which he is scheduled to return to work after the termination of a Leave of Absence or including a failure to return to work on or before the date on which he is scheduled to return to work after the termination of participation in the Voluntary Extended Leave Program, which failure shall be deemed to constitute a termination of employment as of such date of scheduled return). A Participant who transfers from one Participating Employer or Affiliated Company to a different Participating Employer or Affiliated Company shall not be considered to have experienced a Severance. A Severance shall occur for a Participant whose termination constitutes a "severance from employment" within the meaning of Code Section 401(k)(2)(B)(i)(I).

2.60 **Severance Date.** In the case of any Employee who incurs a Severance, the day on which such Employee is deemed to have incurred said Severance, determined in accordance with the provisions of Section 2.59.

2.61 **Special Dividend.** Upon the CSGov Separation, each holder of CSC Stock received a dividend of one share of CSRA Stock for every one share of CSC Stock he or she owned on the record date. At the same time, shareholders received a special $10.50 cash dividend for each share of CSC Stock owned on the record date. Notwithstanding the foregoing, the special $10.50 cash dividend also could have been paid (i) on CSRA Stock, immediately following the CSRA Stock dividend to CSC Stock shareholders, or (ii) paid on a combination of CSC Stock and CSRA Stock, immediately following the CSRA Stock dividend to CSC Stock shareholders. For example, the special $10.50 cash dividend could have been paid with $5.50 on CSC Stock and $5.00 on CSRA stock, or any other combination that equals $10.50, as CSC in its sole discretion determined.

2.62 **Spouse (Surviving Spouse).** The person to whom a Participant is legally married at the first to occur of (i) the time benefits commence or (ii) the date of his death. A former spouse will be treated as the Spouse or Surviving Spouse and a current Spouse will not be treated as a Spouse or Surviving Spouse to the extent provided under a qualified domestic relations order as described in Code Section 414(p).

2.63 **Stock.** Common stock of DXC Technology and shares of stock of DXC Technology or of another corporation for which such common stock shall be exchanged, whether through reorganization, recapitalization, stock split-up, combination of shares, merger, consolidation or other change in the corporate stock structure, which stock shall constitute Qualifying Employer Securities. In certain contexts throughout the Plan, “Stock” may also mean common stock of CSC, CSRA or of another corporation for which such common stock shall be exchanged, whether through reorganization, recapitalization, stock split-up, combination of shares, merger, consolidation or other change in the corporate stock structure, which stock shall constitute Qualifying Employer Securities.

2.64 **Temporary Employee.** Temporary Employees can be either temporary full-time employees or temporary part-tithe employees: Temporary full-time employees are scheduled to work at least 30 hours per week for a period not to exceed six months. Temporary part-time employees are scheduled to work less than 30 hours per week, but at least 20 hours per week, for a period not to exceed six months.

2.65 **Top Paid Group.** The top 20 percent of Employees who performed services for a Participating Employer or an Affiliated Company during the applicable year, ranked according to the amount of Includable Compensation received from a Participating Employer or an Affiliated Company during such year. The determination of the Top Paid Group shall be made on a Participating Employer by Participating Employer basis including all Affiliated Companies of each Participating Employer. Leased Employees within the meaning of Code Sections 414(n)(2) and 414(o)(2) shall be considered Employees unless such Leased Employees are

covered by a plan described in Code Section 414(n)(5) and are not covered in any qualified plan maintained by a Participating Employer or an Affiliated Company. Employees who are non-resident aliens and who received no earned income (within the meaning of Code Section 911(d)(2) from the Company or an Affiliated Company constituting United States source income within the meaning of Code Section 861(a)(3)) shall not be treated as Employees. Additionally, for the purpose of determining the number of active Employees in any year, the following additional Employees shall also be excluded; however, such Employees shall still be considered for the purpose of identifying the particular Employees in the Top Paid Group:

(a) Employees with less than six (6) months of service;

(b) Employees who normally work less than 17 ½ hours per week;

(c) Employees who normally work less than six (6) months during a year; and

(d) Employees who have not yet attained age 21.

In addition, if 90 percent or more of the Employees of a Participating Employer or an Affiliated Company are covered under agreements the Secretary of Labor finds to be collective bargaining agreements between Employee representatives and a Participating Employer or an Affiliated Company and the Plan covers only Employees who are not covered under such agreements, then Employees covered by such agreements shall be excluded from both the total number of active Employees as well as from the identification of particular Employees in the Top Paid Group.

The foregoing exclusions set forth in this Section shall be applied on a uniform and consistent basis for all purposes for which the Code Section 414(q) definition is applicable.

The determination of a Top-Paid Group shall be made on a Participating Employer-by-Participating Employer basis provided such Participating Employer is not in the Company's controlled group as defined under the Code using only the Includable Compensation that such Employee received from the Participating Employer.

2.66 Total and Permanent Disability. An individual shall be considered to be suffering from a Total and Permanent Disability if the Committee determines that the individual is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment. An individual's disabled status shall be determined in the sole discretion of the Committee, based on such evidence as the Committee determines to be sufficient.

2.67 Trust and Trust Fund. The assets of the trust established under the Trust Agreement pursuant to Article 6.

2.68 Trust Agreement. The one or more agreements entered into between the Company and a Trustee in accordance with the provisions of Article 6 for the purpose of holding contributions and earnings under this Plan.

2.69 Trustee. Any successor or other corporation or person or persons acting as a trustee of the Trust Fund.

2.70 Valuation Date. Any date that the New York Stock Exchange is open for trading.

2.71 Vested Interest. That portion of the interest of a Participant in his Accounts which is at all times fully vested and non-forfeitable.

2.72 Voluntary Extended Leave Program. A one-time program effective August 8, 2002 under which an Employee could have elected to voluntarily accept reduced compensation in exchange for a reduced number of hours worked for a minimum period of six (6) months and a maximum period of nine (9) months; provided, however, such Employee obtained the permission of his manager or supervisor; was subject to recall with a minimum of five (5) working-days' notice; signed a non-compete agreement before working outside of the Company; and any such work outside of the Company during this period was not for a competitor of the Company, as determined by the Committee.

2.73 Year of Service. Except as provided in Appendices A and B, "Year of Service" for a regular full-time Employee, shall mean for all purposes of this Plan, three hundred sixty-five (365) days of Service. For purposes of determining the Vested Interest of a part-time, casual or temporary Employee, a Year of Service shall be calculated in the same manner as it is for a regular full-time Employee.

ARTICLE 3
ELIGIBILITY AND PARTICIPATION

3.1 Eligibility to Participate. Except as provided in Section 3.2,

(a) A regular full-time Eligible Employee will be eligible to participate in the Plan as of the date he attains age 21.

(b) A part-time, casual or temporary Eligible Employee will be eligible to participate in the Plan as of the date he attains age 21.

(c) Notwithstanding the foregoing, an individual is not eligible if he is a participant in the CSRA 401(k) Plan.

3.2 Subsequent Eligibility. An Eligible Employee who ceases to be an Eligible Employee and then later requalifies as an Eligible Employee shall be immediately eligible to participate in the Plan upon requalifying as an Eligible Employee.

ARTICLE 4
COMPENSATION DEFERRALS

4.1 Compensation Deferral Agreement.

(a) Each Eligible Employee who desires to have Compensation Deferral Contributions made on his behalf shall enter into a Compensation deferral agreement with his Participating Employer to have a percentage (from 1% (one percent) to 50% (fifty percent) (but not to exceed 14% (fourteen percent) for Highly Compensated Employees of the Company and each Affiliated Company; and but not to exceed 10% (ten percent) for Highly Compensated Employees of Eagle Alliance) in whole number increments) of his Compensation deferred for each payroll period for which such Compensation deferral agreement is in effect. Such percentage shall be a whole percentage of Compensation up to the maximum permissible dollar amount under the Plan. A Participating Employer shall make Compensation Deferral Contributions on behalf of the Participant in accordance with subsection 5.1(a)(i). Effective March 3, 2017, a Participant may elect to designate all or a part of his Compensation Deferral Contributions as Roth Contributions. Such designation shall be prospective only and shall be made at the same time and in the same manner for making Compensation Deferral Contributions as prescribed by the Committee. A Participant may prospectively change the amount of his Compensation Deferral Contributions that are designated as Roth Contributions in accordance with procedures established by the Committee. All elections made by a Participant to designate all or part of his Compensation Deferral Contributions as Roth Contributions shall remain in force until they are changed or until the Participant ceases to be eligible to participate in the Plan. Unless the context otherwise indicates, a Roth Contribution will be treated as a "Compensation Deferral Contribution" for all purposes under the Plan.

(b) The Compensation deferral agreement shall remain in effect throughout that Plan Year and all subsequent Plan Years until such agreement is modified, revoked or terminated, pursuant to Section 4.3, or the Participant ceases to be an Eligible Employee. A Compensation deferral agreement shall be made in such form and manner as the Committee shall prescribe or approve.

(c) All Participants who are eligible to make Compensation Deferral Contributions under this Plan and who have attained age 50 before the close of the calendar year shall be eligible to enter into an agreement with a Participating Employer to make Catch-up Contributions in a whole dollar amount in accordance with, and subject to the limitations of, Code Section 414(v); provided, however, no Catch-up Contributions may be made in the first payroll period of the Plan Year in which a Participant attains age 50. Effective for periods prior to February 1, 2013, such Catch-up Contributions may not exceed $1,000 per bi-weekly payroll period (with such cap proportionally adjusted for other payroll periods; for avoidance of doubt, the cap for a weekly payroll period is $500). Such Catch-up Contributions shall not be taken into account for purposes of the Plan implementing the required limitations of Code Sections 402(g) and 415. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Code Section 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416, as

applicable, by reason of the making of such Catch-up Contributions. Matching Contributions shall not be made with respect to amounts contributed as Catch-up Contributions regardless of whether such amounts are later recharacterized as Compensation Deferral Contributions. A Participant's Catch-up Contribution election shall remain in effect throughout the Plan Year and all subsequent Plan Years until such election is modified, revoked or terminated, pursuant to Section 4.3, or the Participant ceases to be an Eligible Employee. Catch-up Contribution elections shall be made in such form and manner as the Committee shall prescribe or approve. Effective March 3, 2017, a Participant may elect to designate all or a part of his Catch-up Contributions as Roth Catch-up Contributions. Unless the context otherwise indicates, a Roth Catch-up Contribution will be treated as a "Catch-up Contribution" for all purposes under the Plan.

4.2 Automatic Enrollment.

(a) Definitions. The following definitions shall apply with respect to the automatic contribution arrangement:

(i) Automatic Enrollment Date. With respect to an Eligible Employee who is automatically enrolled in the automatic contribution arrangement of the Plan, the date specified as the Eligible Employee's Automatic Enrollment Date in subsection 4.2(b).

(ii) Automatic Enrollment Participant. An Eligible Employee who becomes a Participant by being automatically enrolled in the automatic contribution arrangement of the Plan and has Compensation Deferral Contributions made to the Plan on his behalf in the Automatic Percentage.

(iii) Automatic Percentage. The percentage of Compensation contributed to the Plan as a Compensation Deferral Contribution on behalf of an Automatic Enrollment Participant.

(b) Automatic Contribution Arrangement. An Eligible Employee who is not a member of a union, who is eligible to participate in the Plan pursuant to Article 3, and who has not entered into a Compensation deferral agreement pursuant to Section 4.1 shall be automatically enrolled in the Plan and shall have Compensation Deferral Contributions made on his behalf. Notwithstanding the foregoing, such Eligible Employee shall not be automatically enrolled in the Plan if, within 60 days of becoming eligible to participate in the Plan pursuant to Article 3, the Eligible Employee affirmatively elects not to participate in the automatic contribution arrangement or the Eligible Employee enters into a Compensation deferral agreement to make Compensation Deferral Contributions in any amount pursuant to Section 4.1. With respect to any Eligible Employee who becomes or again becomes eligible to participate in the Plan pursuant to Article 3, Compensation Deferral Contributions shall automatically be made beginning on the date of the Eligible Employee's first paycheck following the 60th day after the date the Eligible Employee becomes or again becomes eligible to participate in the Plan pursuant to Article 3, which date shall be that Eligible Employee's Automatic Enrollment Date. Notwithstanding the foregoing, Eligible Employees employed by HPE-ES

at the time of the HPE-ES Merger shall not be automatically enrolled in the Plan pursuant to this Section 4.2(b) during the 2017 Plan Year unless they were actively contributing to the Hewlett Packard Enterprise 401(k) Plan immediately prior to the HPE-ES Merger.

(c) Automatic Contribution Arrangement Contributions. A Compensation Deferral Contribution in the Automatic Percentage shall be made to each Automatic Enrollment Participant's Account by the Participating Employer on behalf of each Automatic Enrollment Participant beginning on the Eligible Employee's Automatic Enrollment Date unless and until the Automatic Enrollment Participant affirmatively elects to cease being an Automatic Enrollment Participant by (i) affirmatively electing not to participate in the automatic contribution arrangement, (ii) entering into a Compensation deferral agreement to make Compensation Deferral Contributions pursuant to Section 4.1, (iii) changing the percentage of Compensation Deferral Contributions pursuant to Section 4.3, or (iv) directing investment of his Account pursuant to Section 7.3.

(d) Automatic Percentage. The Automatic Percentage for Automatic Enrollment Participants shall be as follows:

Automatic Percentage	**Applicable Period**
3%	Beginning on the Automatic Enrollment Date and ending one calendar year thereafter
4%	Beginning on the first anniversary of the Automatic Enrollment Date and ending one calendar year thereafter
5%	Beginning on the second anniversary of the Automatic Enrollment Date and ending one calendar year thereafter
6%	Beginning on the third anniversary of the Automatic Enrollment Date and ending one calendar year thereafter
7%	Beginning on the fourth anniversary of the Automatic Enrollment Date and ending one calendar year thereafter
8%	Beginning on the fifth anniversary of the Automatic Enrollment Date and ending one calendar year thereafter
9%	Beginning on the sixth anniversary of the Automatic Enrollment Date and ending one calendar year thereafter
10%	Beginning on the seventh anniversary of the Automatic Enrollment Date and continuing for each calendar year thereafter

(e) Investments. Compensation Deferral Contributions made on behalf of an Automatic Enrollment Participant shall be invested in the qualified default investment alternative fund designated by the Committee and specified in Appendix G to the Plan unless and until the Participant otherwise directs pursuant to Section 7.3.

4.3 Modification, Revocation or Termination of Compensation Deferral Agreement and Catch-up Contribution Elections.

(a) A Participant may change the percentage of his Compensation Deferral Contributions or the amount of Catch-up Contributions during any payroll period by delivering to the Plan Administrator his written notice (or other means of communication, such as telephonic or electronic, as the Plan Administrator may designate) of such change. Any such change shall become effective as soon as administratively feasible after receipt by the Plan Administrator to receive such changes.

(b) A Participant may revoke his Compensation deferral agreement or Catch-up Contribution election during any payroll period by delivering to the Plan Administrator his written notice (or other means of communication, such as telephonic or electronic, as the Plan Administrator may designate) of such revocation. Such revocation shall become effective as soon as administratively feasible after receipt by the Committee. A revocation shall remain in effect throughout that Plan Year and all subsequent Plan Years until the Participant enters into a new Compensation deferral agreement or Catch-up Contribution election with his Participating Employer pursuant to Section 4.1.

(c) A Participant's Compensation deferral agreement or Catch-up Contribution election shall automatically terminate if he ceases to be an Eligible Employee. If he again becomes an Eligible Employee and desires again to defer a portion of his Compensation, it shall be his responsibility to enter into a new Compensation deferral agreement or Catch-up Contribution election to resume Compensation deferrals or Catch-up Contributions.

(d) The Committee may prescribe such rules as it deems necessary or appropriate regarding the modification, revocation or termination of a Participant's Compensation deferral agreement or Catch-up Contribution election.

(e) It shall be the responsibility of an Eligible Employee who elects Compensation Deferral Contributions or Catch-up Contributions to be made to this Plan to verify that the amounts of Compensation deferrals or Catch-up Contributions are in accordance with his Compensation deferral agreement or Catch-up Contribution election, and investment of such deferrals is in accordance with his investment designations.

4.4 Amount Subject to Deferral.

(a) No Participant shall be permitted to make Compensation Deferral Contributions or Catch-up Contributions in any calendar year in excess of the amount as may be determined from time to time by the Secretary of the Treasury pursuant to Code Section 402(g) or 414(v), respectively. If a Participant's Compensation Deferral Contributions or Catch-up Contributions exceed the amount as determined in the previous sentence for any calendar year for any reason, such excess contributions allocable thereto shall be returned to the Participant, as provided in Section 4.7.

(b) The Committee may prescribe such rules as it deems necessary or appropriate regarding deferrals under subsection 4.1(a) or 4.1(c), including rules regarding the timing of a deferral election. These rules shall apply to all Employees eligible to enter into a Compensation deferral agreement or Catch-up Contribution election described in Section 4.1.

4.5 Limitation on Compensation Deferrals by Highly Compensated Employees. With respect to each Plan Year, Compensation Deferral Contributions (including amounts contributed pursuant to subsection 4.1(c) that are recharacterized as Compensation Deferral Contributions) by Highly Compensated Employees under the Plan for the Plan Year shall not exceed the limitations on contributions by or on behalf of Highly Compensated Employees under Code Section 401(k), as provided in this Section. This determination shall be made on the basis of the Company and its Affiliated Companies as one testing group and each Participating Employer, as defined under subsection 2.47(c) and its Affiliated Companies, each as a separate testing group. If Compensation Deferral Contributions under this Plan by or on behalf of Highly Compensated Employees for any Plan Year exceed the limitations of this Section 4.5 for any reason, such excess contributions and any income allocable thereto shall be returned to the Participant, as provided in Section 4.6. The Actual Deferral Percentage test will be calculated using the Current Year Testing method described in Treasury Regulations Section 1.401(k)-2(a)(2).

(a) The Compensation Deferral Contributions by a Participant who is a Highly Compensated Employee for a Plan Year shall satisfy one of the following tests:

(i) The Actual Deferral Percentage for Eligible Employees who are Highly Compensated Employees shall not be more than the Actual Deferral Percentage of all other Eligible Employees multiplied by 1.25, or

(ii) The excess of the Actual Deferral Percentage for Eligible Employees who are Highly Compensated Employees over the Actual Deferral Percentage for all other Eligible Employees shall not be more than two percentage points, and the Actual Deferral Percentage for Highly Compensated Employees shall not be more than the Actual Deferral Percentage of all other Eligible Employees multiplied by 2.00.

(b) For the purposes of this Article 4, “Actual Deferral Percentage” means, with respect to Eligible Employees who are Highly Compensated Employees and all other Eligible Employees for a Plan Year, the average of the ratios, calculated separately for each Employee in such group, of the amount of Compensation Deferral Contributions under the Plan on behalf of each Employee for such Plan Year to such Employee’s Includable Compensation for such Plan Year.

(c) If as of the last day of a Plan Year this Plan satisfies the requirements of Code Section 401(a)(4) or 410(b) only if aggregated with one or more other plans which include arrangements under Code Section 401(k), then this Section 4.5 shall be applied by determining the Actual Deferral Percentages of Eligible Employees as if all such plans were a single plan.

(d) For the purposes of this Section 4.5, the Actual Deferral Percentage for any Highly Compensated Employee who is a Participant under two or more Code Section 401(k) arrangements of a Participating Employer or an Affiliated Company shall be determined by taking into account the Highly Compensated Employee’s Compensation (including any differential wage payment (as defined in Code Section 3401(h)(2)) made by a Participating Employer) under each such arrangement and contributions under each such arrangement which qualify for treatment under Code Section 401(k).

(e) For purposes of this Section, the amount of Compensation Deferral Contributions by a Participant who is not a Highly Compensated Employee for a Plan Year shall be reduced by any Compensation Deferral Contributions in excess of the limits under Code Section 402(g) (as adjusted upward by the Secretary of Treasury) which have been distributed to the Participant under Section 4.7, in accordance with regulations prescribed by the Secretary of the Treasury under Code Section 401(k).

(f) The determination and treatment of Compensation Deferral Contributions and the Actual Deferral Percentage of any Participant shall satisfy such other requirements as may be prescribed by the Secretary of the Treasury.

4.6 Provisions for Distribution of Excess Contributions By Highly Compensated Employees. The Committee shall determine, as soon as is reasonably possible following the close of each Plan Year the extent, if any, to which the Compensation Deferral Contributions by Highly Compensated Employees do not satisfy one of the tests set forth in Section 4.5. Notwithstanding any other provision of the Plan, if Excess Contributions exist, the Committee shall distribute such Excess Contributions, plus any income and minus any loss allocable thereto, no later than the last day of each Plan Year to Participants to whose Accounts such Excess Contributions were allocated for the preceding Plan Year. Excess Contributions are allocated to the Highly Compensated Employees with the largest amounts of Compensation Deferral Contributions taken into account in calculating the Actual Deferral Percentage test for the year in which the excess arose, beginning with the Highly Compensated Employee with the largest amount of such Compensation Deferral Contributions and continuing in descending order until all the Excess Contributions have been allocated. For purposes of the preceding, the “largest amount” is determined after distribution of any Excess Contributions. However, in determining the amount of Excess Contributions to be distributed with respect to an affected Highly Compensated Employee as determined herein, such amount shall be reduced by any Excess Contributions previously distributed to such affected Highly Compensated Employee for his taxable year ending with or within such Plan Year.

(a) With respect to the distribution of Excess Contributions such distribution:

(i) shall be adjusted for income as provided in (c) below; and

(ii) shall be designated by the Committee as a distribution of Excess Contributions (and income).

(b) Any distribution of less than the entire amount of Excess Contributions shall be treated as a pro rata distribution of Excess Contributions and income.

(c) Income Allocable to Excess Contributions. The income allocable to Excess Contributions shall be equal to the allocable gain or loss for the Plan Year. In all events, the gain or loss allocable to Excess Contributions will be determined in accordance with Code Section 401(k) and the regulations issued thereunder.

(d) If the correction of a Participant's Excess Contributions requires the distribution of amounts from a Participant's Accounts, the distribution shall be removed from the accounts as determined by the Plan Administrator in its sole discretion.

4.7 Provisions for Distribution of Annual Compensation Deferral Contributions in Excess of the Applicable Limit.

(a) If the Compensation Deferral Contributions or Catch-up Contributions by a Participant under this Plan and "elective deferrals" or catch-up contributions (as defined or described in Treasury Regulations Section 1.402(g)-1(b)) and Code Section 414(v), respectively, under all other plans, contracts, or arrangements of a Participating Employer shall exceed the "applicable limit" (as defined in Treasury Regulations Sections 1.402(g)-1(d) and 1.402(g)-2 for the Participant's taxable year, then such excess Compensation Deferral Contributions or Catch-up Contributions and the income allocable to the excess Compensation Deferral Contributions and Catch-up Contributions shall be distributed to the Participant (after withholding applicable federal, state and local income taxes due on such amounts) on or before the first April 15 following the close of the calendar year in which such excess contribution is made. The income allocable to excess Compensation Deferral Contributions or Catch-up Contributions shall equal the sum of the gain or loss for the taxable year of the Participant. In all events, the income attributable to excess Compensation Deferral Contributions or Catch-up Contributions will be determined in accordance with Code Section 402(g) and the regulations issued thereunder. The Committee shall not be liable to any Participant (or his Beneficiary, if applicable) for any losses caused by incorrectly estimating the amount of any Participant's Compensation Deferral Contributions or Catch-up Contributions in excess of the limitations of this Article 4 and any income allocable to such excess.

(b) Effective as of January 1, 2002, on or before April 1, a Participant may submit a claim to the Committee in which he certifies in writing the specific amount of his Compensation Deferral Contributions or Catch-up Contributions for the preceding calendar year which, when added to amounts deferred for such calendar year under other plans or arrangements described in Code Section 401(k), 408(k) or 403(b), will cause the Participant to exceed the “applicable limit” for the calendar year in which the deferral occurred. Notwithstanding the amount of the Participant’s Compensation Deferral Contributions under the Plan for such preceding calendar year, the Committee shall treat the amount specified by the Participant in his claim as a Compensation Deferral Contribution in excess of the “applicable limit” for such calendar year and return such excess, as adjusted for any income or loss allocable thereto, to the Participant as provided in (a) above.

(c) Any excess Compensation Deferral Contributions shall be treated as Annual Additions under Article 15 for the Plan Year for which the excess Compensation Deferral Contributions were made unless such excess is distributed to a Participant in accordance with this Section.

(d) If a distribution is required for a Participant’s contributions to comply with an “applicable limit”, the distribution shall be removed from the accounts as determined by the Plan Administrator in its sole discretion.

4.8 Character of Amounts Contributed as Compensation Deferrals. Amounts deferred pursuant to the Compensation deferral agreement and Catch-up Contribution election described above in Section 4.1 (and which qualify for treatment under Code Section 401(k) and are contributed to the Trust Fund pursuant to Article 6) shall be treated for federal and state income tax purposes, as Participating Employer Contributions.

4.9 Participant Voluntary Contributions. A Participant shall not be permitted to make any voluntary after-tax contributions to the Plan.

4.10 Participant Rollover Contributions.

(a) Effective as of a Participant’s Eligibility Date, or such later date as may be determined by the Committee, the account, if any, of such Participant then held in trust under another plan that satisfies the requirements of Code Section 401(a), an annuity contract described in Code Section 403(b), or in an individual retirement account which is attributable solely to a rollover contribution within the meaning of Code Section 408(d)(3)(A)(ii), may be transferred to this Plan and credited to the Participant’s Rollover Account in accordance with rules which the Committee shall prescribe from time to time; provided, however, the Committee determines that the continued qualification of this Plan would not be adversely affected by such transfer. Except as provided in Appendix E, no individual shall be eligible to rollover any amounts that are considered to be a loan under another plan. In the case of a transfer to this Plan of a Participant’s account under a plan of an Affiliated Company, such transfer shall be made directly from the trustee of the plan of such Affiliated Company to the Trustee of this Plan. Any amount transferred in accordance with this Section 4.10 shall not be subject to distribution to the Participant except as expressly provided under the terms of this Plan. Any such rollover under this Section 4.10 shall be made to the Plan in cash, except for those loans as provided in Appendix E.

(b) A Participant may apply to the Committee to deposit a direct transfer from a designated Roth account under another applicable retirement plan, which shall be deposited into the Roth Rollover Account established or maintained under the Plan in the name of the contributing Participant. The Committee shall, before agreeing to accept any such transfer, seek and obtain reasonable representations from the plan administrator or other responsible party of the distributing plan (i) of the first year of the Five-Taxable-Year Period for the Participant and the portion of such distribution that is attributable to investment in the contract; or (ii) that the distribution is a Qualified Roth Distribution. The Plan shall not accept an indirect (i.e., 60-day) transfer from a designated Roth account under another applicable retirement plan.

ARTICLE 5
EMPLOYER CONTRIBUTIONS

5.1 Amount of Participating Employer Contributions.

(a) Subject to the requirements and restrictions of this Article 5 and Articles 6 and 15, a Participating Employer shall make contributions to the Plan as follows:

(i) As soon as administratively practicable following each payroll period, the Participating Employer shall make a Compensation Deferral Contribution on behalf of a Participant equal to the amount of Compensation deferred by the Participant for each payroll period pursuant to the Compensation deferral agreement described in subsection 4.1(a) hereunder, provided such Compensation Deferral Contribution qualifies for tax treatment under Code Section 401(k). Notwithstanding the foregoing, in no event shall such Compensation Deferral Contributions be contributed before (i) the Participant has entered into a Compensation deferral agreement with a Participating Employer or (ii) the Participant's performance of services that relate to the Compensation that, but for the Participant's Compensation deferral agreement, would have been paid to the Participant.

(ii) As soon as administratively practicable following each payroll period, the Participating Employer shall make a Catch-up Contribution on behalf of a Participant equal to the amount of Compensation (determined without regard to subsection 2.11(f) deferred by the Participant for each payroll period ending within such calendar month pursuant to the Catch-up Contribution deferral agreement described in Section 4.1(c) hereunder, provided such Catch-up Contribution qualifies for tax treatment under Code Section 414(v). Notwithstanding the foregoing, in no event shall such Catch-up Contributions be contributed before (i) the Participant has entered into an agreement with a Participating Employer to make Catch-up Contributions or (ii) the Participant's performance of services that relate to the Compensation that, but for the Participant's Catch-up Contribution deferral agreement, would have been paid to the Participant.

(iii) Except as otherwise provided in the Plan, including Appendix A thereto:

(A) As soon as administratively practicable following the end of the Plan Year, the Participating Employer shall make a Matching Contribution (which may include forfeitures applied pursuant to subsection 9.5(b)) on behalf of a Participant in an amount as follows:

(1) For Compensation paid to Grandfathered Employees (as defined in clause (4) below), an amount equal to fifty percent (50%) of the first three percent (3%) of the aggregate Compensation Deferral Contributions made on behalf of the Participant during the preceding Plan Year, provided the Participant's aggregate Compensation Deferral Contributions qualify for tax treatment under Code Section 401(k).

(2) For Compensation paid to employees who are not Grandfathered Employees, an amount equal to fifty percent (50%) of the first six percent (6%) of the aggregate Compensation Deferral Contributions made on behalf of the Participant during the preceding Plan Year, provided the Participant's aggregate Compensation Deferral Contributions qualify for tax treatment under Code Section 401(k).

(3) A Participant shall be eligible for such Matching Contribution on the date the Participant commences participation in the Plan. Notwithstanding the foregoing, in no event shall such Matching Contributions be contributed before (i) the Participant has entered into a Compensation deferral agreement with a Participating Employer or (ii) the Participant's performance of services that relate to the Compensation that, but for the Participant's Compensation deferral agreement, would have been paid to the Participant. For the avoidance of doubt, Participants must be employed with a Participating Employer on December 31 of the Plan Year in order to receive a Matching Contribution under this subsection 5.1(a)(iii) with respect to such Plan Year. Participants who die or retire on or after their Early Retirement Date or Normal Retirement Date will receive a Matching Contribution for the applicable Plan Year as soon as administratively practicable following the Participant's date of death or retirement. In no event will a Participant who is transferred to CSRA and participates in the CSRA 401(k) Plan be eligible for a Matching Contribution. However, a Participant who (i) during 2015 worked for a Participating Employer, (ii) in preparation for the Separation transferred to CSRA and participated in the CSRA 401(k) Plan during 2015, and (iii) transferred back to a Participating Employer before December 11, 2015 shall have his Matching Contribution calculated based on the Compensation Deferral Contributions under this Plan and the Compensation Deferral Contributions made under the CSRA 401(k) Plan during 2015; provided, however, that no Matching Contribution shall be made for such individual based on his Compensation Deferral Contributions under the CSRA 401(k) Plan during 2015 unless he or she otherwise meets the eligibility requirements for a Matching Contribution under this section and the additional Matching Contributions made for these such individuals pass the nondiscrimination rules under Code Section 410(b) or other similar requirements.

(4) For purposes of this subsection 5.1(a)(iii), the term "Grandfathered Employees" shall mean the following Participants:

(i) for periods prior to August 15, 2015, former employees of E.I. du Pont de Nemours and Company who are covered by Supplement 1 of the Computer Sciences Corporation Employee Pension Plan,

(ii) for periods prior to January 5, 2013, former employees of Conoco Inc. who are covered by Supplement 2 of the Computer Sciences Corporation Employee Pension Plan, and

(iii) for periods prior to January 5, 2013, any employees who transferred from a United States government payroll in the LogMod transaction and are covered by a non-Appendix K section of the Computer Sciences Corporation Employee Pension Plan.

(B) Notwithstanding the foregoing, Matching Contributions provided under this Section 5.1(a)(iii) to Participants who are (i) collectively bargained employees, (ii) Service Contract Act (SCA) employees, or (iii) Swiss Re employees shall be made as soon as administratively practicable following each payroll period; provided that effective April 1, 2017, Matching Contributions for Service Contract Act (SCA) employees shall be made as soon as administratively practicable following the end of the Plan Year.

(C) Notwithstanding the foregoing, Matching Contributions provided under this subsection 5.1(a)(iii) to Employees of the Company who are former employees of Eagle Alliance shall equal:

(1) for periods prior to January 5, 2013, one hundred percent (100%) of the first eight percent (8%) of the Compensation Deferral Contribution if the former Eagle Alliance employee did not elect coverage under the Eagle Alliance Employee Pension Plan, provided that such former Eagle Alliance employee received the same matching contribution while an employee of Eagle Alliance; and

(2) for periods prior to January 5, 2013, one hundred percent (100%) of the first five percent (5%) of the Compensation Deferral Contribution if the former Eagle Alliance employee elected coverage under the Eagle Alliance Employee Pension Plan, provided that such former Eagle Alliance employee received the same matching contribution while an employee of Eagle Alliance.

(D) Notwithstanding the foregoing, Employees of Axon Puerto Rico, Inc. shall not be eligible for Matching Contributions for periods prior to January 1, 2017.

(E) For the avoidance of doubt, effective March 3, 2017, Compensation Deferral Contributions designated as Roth Contributions shall be included in the calculation of Matching Contributions.

(b) In no event shall contributions made under subsection 5.1(a)(iii) above for any Plan Year be made later than the time prescribed by law for the deduction of such contribution for purposes of a Participating Employer's federal income tax, as determined by the applicable provisions of the Code.

(c) Subject to the following, each Participating Employer may make annual Discretionary Employer Contributions, in cash, for that Participating Employer's fiscal year, which shall be allocated to each eligible Participant's Discretionary Employer Contributions Account in a uniform percentage as determined by the Participating Employer, provided that such percentage shall not exceed three percent (3%) of the Participant's Compensation received during that fiscal year:

(i) The Discretionary Employer Contributions made pursuant to this Section shall be made in a manner that is nondiscriminatory and that meets all of the applicable qualification requirements of the Code.

(ii) In order to be eligible to receive Discretionary Employer Contributions, a Participant (A) must have been at least 50 years old on April 3, 2009, and must have been enrolled in and actively making employee contributions to the Computer Sciences Corporation Employee Pension Plan for the entire pay period that ended on April 3, 2009 (if the Participant was laid-off after April 3, 2009 and then re-employed, the Participant will not be eligible to receive Discretionary Employer Contributions unless the re-employment occurs on or before July 2, 2009), or (B) must have been on the payroll of CSC Applied Technologies LLC on April 3, 2009, or on the payroll of any entity within CSC Applied Technologies LLC's "controlled group" (within the meaning of Code Section 414, and regulations thereunder) on April 3, 2009. Notwithstanding the foregoing, the following Participants shall not be eligible to receive Discretionary Employer Contributions:

(A) for periods prior to August 15, 2015, former employees of EL du Pont de Nemours and Company who are covered by Supplement 1 of the Computer Sciences Corporation Employee Pension Plan,

(B) for periods prior to January 5, 2013, former employees of Conoco Inc. who are covered by Supplement 2 of the Computer Sciences Corporation Employee Pension Plan, and

(C) for periods prior to January 5, 2013, any employees who transferred from the United States government payroll in the LogMod transaction (whether covered by Appendix K of the Computer Sciences Corporation Employee Pension Plan or by a non-Appendix K section of the Computer Sciences Corporation Employee Pension Plan).

(iii) The Participating Employer may designate whether or not the Participant must be an active Employee on the last day of the applicable fiscal year Or on any particular day during such fiscal year, and/or at the time the Discretionary Employer Contribution is made, in order to be eligible for a share in the Discretionary Employer Contribution.

(iv) Discretionary Employer Contributions shall be invested in accordance with each Participant's investment election for such amounts under Section 7.3. If no such election is made, the Discretionary Employer Contribution shall be invested in the Investment Funds otherwise elected by the Participant for investment of the Participant's Compensation Deferral Account. In the event a Participant has not designated an Investment Fund for the investment of his Compensation Deferral Account, any Discretionary Employer Contributions allocated to the Participant pursuant to this subsection 5.1(c) shall be invested in the same qualified default investment alternative fund designated by the Committee and specified in Appendix G to the Plan for Compensation Deferral Contributions made on behalf of Automatic Enrollment Participants, unless and until the Participant otherwise directs pursuant to Section 7.3.

(v) in no event shall a Participating Employer be obligated to make a Discretionary Employer Contribution in excess of the maximum amount deductible under Code Section 404(a)(3)(A).

(vi) For purposes of applying the Code Section 401(a)(17) limit described in subsection 2.11(f), the Compensation taken into account shall be the Compensation received for the fiscal year for which the Discretionary Employer Contribution is made, except that the Compensation shall be determined, and Code Section 401(a)(17) shall be applied, on a fiscal year basis (rather than on a Plan Year basis), and as a result of which, the Code Section 401(a)(17) limit in effect for the Plan Year in which the fiscal year begins shall apply, as required by Treasury Regulations Section 1.401(a)(17)-1(b)(3)(ii).

5.2 <u>Special Limitations on Matching Contributions</u>. With respect to each Plan Year, Matching Contributions under the Plan made on behalf of Highly Compensated Employees for the Plan Year shall not exceed the "contribution percentage requirement" of Code Section 401(m)(2), as provided in this Section. This determination shall be made on a Participating Employer-by-Participating Employer basis, including any Affiliated Company of each Participating Employer in such Participating Employer's testing group. In the event that Matching Contributions under this Plan made on behalf of Highly Compensated Employees for any Plan Year exceed the "contribution percentage requirement" of Code Section 401(m)(2) for any reason, such Excess Aggregate Contributions and any income allocable thereto shall be disposed of in accordance with Section 5.3, the provisions of Code Sections 401(m)(2) and 401(11)(9) and any applicable regulations. The Actual Contribution Percentage test will be calculated using the Current Year Testing method described in Treasury Regulation Section 1.401(m)-2(a)(2).

(a) The Matching Contributions made on behalf of a Participant who is a Highly Compensated Employee for a Plan Year shall satisfy one of the following tests:

(i) The Actual Contribution Percentage for Eligible Employees who are Highly Compensated Employees shall not be more than the Actual Contribution Percentage of all other Eligible Employees multiplied by 1.25, or

(ii) The excess of the Actual Contribution Percentage for Eligible Employees who are Highly Compensated Employees over the Actual Contribution Percentage for all other Eligible Employees shall not be more than two percentage points, and the Actual Contribution Percentage for Eligible Employees who are Highly Compensated Employees shall not be more than the Actual Contribution Percentage of all other Eligible Employees multiplied by 2.00.

(b) For the purposes of this Article 5, “Actual Contribution Percentage” means, with respect to Eligible Employees who are Highly Compensated Employees and all other Eligible Employees for a Plan Year, the average of the ratios, calculated separately for each Employee in such group, of the amount of Matching Contributions under the Plan on behalf of each Employee for such Plan Year to such Employee’s Includable Compensation for such Plan Year.

(c) If as of the last day of a Plan Year this Plan satisfies the requirements of Code Section 401(a)(4) or 410(6) only if aggregated with one or more other plans which include arrangements under Code Section 401(k), then this Section 5.2 shall be applied by determining the Actual Contribution Percentages of Eligible Employees as if all such plans were a single plan.

(d) For the purposes of this Section, the Actual Contribution Percentage for any Highly Compensated Employee who is a Participant under two or more Code Section 401(k) arrangements of a Participating Employer or an Affiliated Company shall be determined by taking into account the Highly Compensated Employee’s Compensation (including any differential wage payment (as defined in Code Section 3401(h)(2)) made by a Participating Employer) under each such arrangement and contributions under each such arrangement which qualify for treatment under Code Section 401(k).

(e) The determination and treatment of Matching Contributions and the Actual Contribution Percentage of any Participant shall satisfy such other requirements as may be prescribed by the Secretary of the Treasury.

5.3 Return of Excess Contributions on Behalf of Highly Compensated Employees. The Committee shall determine, as soon as is reasonably possible following the close of the Plan Year, the extent (if any) to which Matching Contributions on behalf of Highly Compensated Employees of each Participating Employer (and its Affiliated Company (ies) (if applicable)) may cause the Plan to exceed the limitations of Section 5.2 for such Plan Year.

Notwithstanding any other provision of the Plan, if, pursuant to the determination by the Committee, Matching Contributions on behalf of a Highly Compensated Employee may cause the Plan to exceed such limitations, then the Committee shall take the following steps:

(a) First, any Excess Aggregate Contributions on behalf of Highly Compensated Employees, plus any income and minus any loss allocable thereto, shall be forfeited, to the extent forfeitable under the Plan. Amounts of Excess Aggregate Contributions forfeited by Highly Compensated Employees under this Section shall be applied to the maximum extent practicable, to reduce a Participating Employer's Matching Contribution for the Plan Year for which the Excess Aggregate Contribution was made and succeeding Plan Years, as necessary.

(b) If any excess remains after the provisions of (a) above are applied, any Excess Aggregate Contributions which are non-forfeitable under the Plan, plus any income and minus any loss allocable thereto shall be distributed to the Highly Compensated Employee (after withholding applicable federal, state and local income taxes due on such amount) within two and one-half (2-1/2) months following the close of the Plan Year for which the Excess Aggregate Contribution was made, but in no event later than the end of the first Plan Year following the Plan Year for which the excess Matching Contribution was made, notwithstanding any other provision in this Plan.

(c) Excess Aggregate Contributions are allocated to the Highly Compensated Employees with the largest Actual Contributions Percentage amounts taken into account in calculating the Actual Contribution Percentage test for the year in which the excess arose, beginning with the Highly Compensated Employee with the largest amount of such Actual Contribution Percentage amounts and continuing in descending order until all the Excess Aggregate Contributions have been allocated. For purposes of the preceding sentence, the "largest amount" is determined after distribution of any Excess Aggregate Contributions.

(d) For purposes of this Section, the amount of any Excess Aggregate Contributions on behalf of a Highly Compensated Employee for a preceding Plan Year under Section 5.2, and any income or loss allocable to any Excess Aggregate Contributions, shall be determined by the Committee in accordance with subsection 4.7(a). The Committee shall not be liable to any Highly Compensated Employee (or his Beneficiary, if applicable) for any losses caused by incorrectly estimating the amount of any Excess Aggregate Contributions on behalf of a Highly Compensated Employee and the earnings attributable to such excess. In all events, the income attributable to Excess Aggregate Contributions will be determined in accordance with Code Section 401(m) and the regulations issued thereunder.

(e) Any Excess Aggregate Contribution forfeited by or distributed to a Highly Compensated Employee in accordance with this Section shall be treated as an Annual Addition under Article 15 for the Plan Year for which the Excess Aggregate Contribution was made. In addition, any forfeited amount reallocated to the Account of another Participant shall be treated as an Annual Addition with respect to such Participant.

5.4 Irrevocability. A Participating Employer shall have no right or title to, nor interest in, the contributions made to the Trust Fund, and no part of the Trust Fund shall revert to a Participating Employer except that on and after the Effective Date funds may be returned to the appropriate Participating Employer as follows:

(a) In the event a Participating Employer shall make an excessive contribution under a mistake of fact pursuant to ERISA Section 403(c)(2)(A), the Participating Employer may demand repayment of such excessive contribution at any time within one (1) year following the time of payment and the Trustees shall return such amount to the Participating Employer within the one (1) year period. Earnings of the Plan attributable to the excess contributions may not be returned to the Participating Employer but any losses attributable thereto must reduce the amount so returned.

(b) Any contribution by a Participating Employer to the Trust Fund is conditioned upon the deductibility of the contribution by the Participating Employer under the Code and, to the extent any such deduction is disallowed, the Participating Employer may, within one (1) year following the disallowance of the deduction, demand repayment of such disallowed contribution and the Trustee shall return such contribution within one (1) year following the disallowance. Earnings of the Plan attributable to the excess contribution may not be returned to the Participating Employer, but any losses attributable thereto must reduce the amount so returned.

ARTICLE 6
TRUSTEE AND TRUST FUND

6.1 In General. The Company has entered into a Trust Agreement with a Trustee creating the Trust Fund. Such Trust Agreement provides for the administration of the Trust Fund by the Trustee. The Trust Fund shall be invested in accordance with provisions of the Plan and Trust Agreement and shall be held in trust for the exclusive benefit of Participants or their Beneficiaries, The Committee may, without further reference to or action by any Participant, from time to time (i) enter into such further agreements with the Trustee or other parties and make such amendments to the Trust Agreement or said further agreements as it may deem necessary or desirable to carry out the Plan, (ii) designate a successor Trustee or successor Trustees and (iii) take such other steps and execute such other instruments as it may deem necessary or desirable to carry out the provisions thereof.

ARTICLE 7
INVESTMENT FUNDS

7.1 Investment of Matching Contributions and Retirement Accounts. Except as provided in Appendix A with respect to Matching Contributions, Matching Contributions and Retirement Accounts credited on a Participant's behalf shall be initially invested in the applicable Target Series Retirement Fund set forth in Appendix G unless the Participant elects to have such amounts initially invested in any other Investment Fund(s) in accordance with the provisions of subsection 7.3(b). Matching Contributions invested in the applicable Target Series Retirement Fund set forth in Appendix G may be transferred to and designated for investment in any other Investment Fund(s) pursuant to subsection 7.3(b) at any time. Notwithstanding the foregoing, the Matching Contributions and Retirement Accounts of a Participant who is an employee of a joint venture in which a Participating Employer has less than an 80% interest in capital or profits shall not be invested in the applicable Target Series Retirement Fund set forth in Appendix 0, but instead shall be subject to the investment provisions of Appendix A.

7.2 Investments in the DXC Technology Stock Fund. In connection with the HPE-ES Merger, the DXC Technology Stock Fund replaced the Computer Sciences Corporation Stock Fund. Investments in the DXC Technology Stock Fund are subject to the following special rules, which also applied to investments in the Computer Sciences Corporation Stock Fund prior to the HPE-ES Merger. For purposes of this Section 7.2, "Stock Fund" means the DXC Technology Stock Fund or the Computer Sciences Corporation Stock Fund, as applicable, and "Stock" means the common stock of DXC Technology or Computer Sciences Corporation, as applicable:

(a) The Trustee shall promptly invest any amounts that are designated for investment in the Stock Fund and paid into the Trust Fund, together with interest and other income and cash receipts of the Stock Fund, in the Stock Fund. Notwithstanding the foregoing, the Trustee may defer the investment of such amounts, interest, and other cash receipts in such Stock for a reasonable period following the date of receipt by the Trustee of each such item if such action is deemed by it to be in the best interest of the Participants and such action is performed in a non-discriminatory manner and in accordance with applicable law. The Trustee may sell any such Stock and defer reinvestment of the proceeds therefrom for a reasonable period following the date of such sale if such action is deemed by it to be in the best interests of the Participants and such action is performed in a non-discriminatory manner and in accordance with applicable law.

(b) During the period that investment or reinvestment of funds in such Stock is deferred, the Trustee may invest such funds in one or more interest bearing savings accounts of a bank, in one or more accounts in an insured savings and loan association, in time certificates of deposit (including those issued by the Trustee bank), in bankers' acceptances (including those accepted by the Trustee bank), in other short-term investment grade obligations issued by the United States, any State thereof, any political subdivision of the United States or any State thereof, or any commercial entity (including the Trustee bank) other than the Company, or in units of the Trustee bank's qualified commingled fund as may be selected by the Committee, in which event, a Declaration of

Trust therefor is hereby made a part hereof as if set forth at length herein, and money of the Trust so invested in said fund shall be held and administered by the Trustee bank, as Trustee, strictly in accordance with the terms of and under the power granted in said Declaration of Trust, as it may be amended from time to time.

(c) Stock shall be purchased or sold by the Trustee (i) on a national securities exchange, (ii) from or to the Company, or (iii) elsewhere, as the Committee may direct. If any purchases or sales are made other than on a national securities exchange, the price shall in the case of a purchase be no more than, or in the case of a sale be no less than, the closing quotation on the date of such purchase or sale of such Stock on the national securities exchange upon which the Stock is traded, adjusted for brokerage fees, commissions and other handling charges.

(d) The voting or proxy or other rights with respect to such Stock shall be passed through to Participants as provided in this Section. Each Participant shall be entitled to direct the Trustee as to the manner in which Stock then allocated to his Accounts shall be voted. Such directions may be achieved through the use of proxy or similar statements delivered to the Participants with respect to the Stock allocated to their Accounts.

(e) In the case of any allocated Stock with respect to which Participants are entitled to issue directions pursuant to the foregoing and for which such directions are not received by the Trustee, the Committee shall in its discretion, direct the Trustee as to the manner in which such Stock shall be voted.

(f) In the case of any allocated Stock with respect to which Participants are not entitled to issue directions pursuant to the foregoing, and with respect to all unallocated Stock, the Committee shall, in its sole discretion, direct the Trustee as to the manner in which such Stock shall be voted.

(g) In the event that no Stock voting rights are required by law or the terms of the Plan to be passed through to Participants, the Stock shall be voted by the Trustee as directed by the Committee.

(h) Directions under this provision as to the manner in which Stock shall be voted shall be certified to the Trustee by the Committee or any agent designated thereby, provided such directions are received by the Trustee at least five (5) days before the date set for the meeting at which the shares are to be voted. The Committee shall provide any information requested by the Trustee that is necessary or convenient in connection with obtaining and preserving the confidentiality of the Participant's directions.

(i) In the case of a tender or exchange offer, the Trustee shall tender whole shares of Stock allocated to the Accounts of Participants only as and to the extent instructed by such Participants. If the Trustee does not receive instructions from a Participant regarding any such tender or exchange offer for such Stock, the Trustee shall take no action with respect thereto.

(j) The Company shall be solely responsible to provide the Participants on a timely basis all such offering materials, information, notifications, requests and other materials as may be necessary or desirable in the exercise of the authority reserved to the Participants and the Trustee shall have no responsibility with respect to any communication or the absence of timeliness thereof.

(k) Stock shall be valued on the basis of the closing quotation for shares of Stock on the national securities exchange upon which such Stock is then traded. The value of such Stock, and the fair market value of other assets in the Stock Fund, shall be determined by the Trustee based upon such sources of information as it may deem reliable; including, but not limited to, information reported in (1) newspapers of general circulation, (2) standard financial periodicals or publications, (3) statistical and valuation services, (4) the records of securities exchanges, investment managers or brokerage firms deemed by the Trustee to be reliable, or any combination thereof.

(l) Effective April 1, 2015, amounts designated for investment in the Stock Fund shall not exceed ten percent of such Participant's Compensation eligible to be deferred for each payroll period under Section 5.1(a)(i). Any amounts elected to be deferred that is in excess of ten percent shall be invested in the applicable Target Series Retirement Fund set forth in Appendix G unless the Participant elects to have such amounts invested in any other Investment Fund(s) pursuant to subsection 7.3(b).

7.3 Investment of Accounts and Contributions. In accordance with rules of uniform application which the Committee may from time to time adopt and subject to subsection 4.2(e) and any limitations set forth in Appendix A and in this Article 7, each Participant shall have the right to designate one or more of the Investment Funds established by the Committee for the investment of his Compensation Deferral Account, his Roth Accounts, his Rollover Account, his Matching Contributions Account, his Discretionary Employer Contributions Account, and his Retirement Account under the Plan as made available by the Committee, subject to the rules set forth in (a)-(d) below. A Participant's Account may be charged for the reasonable expenses of carrying out the Participant's investment directions and, effective March 31, 2014, for investment advisor fees associated with his or her Account. These provisions are intended to comply with Code Sections 401(a)(28) and 401(a)(35).

(a) Investment of Accounts in an Investment Fund shall be in such amounts or whole percentages as the Committee shall prescribe from time to time.

(b) A Participant may, at any time (i) make a designation with respect to the amount standing to his credit in such Accounts; and (ii) make a designation with respect to future Compensation Deferral Contributions, Roth Contributions, Matching Contributions, and Discretionary Employer Contributions, if any. Notwithstanding the foregoing, only two changes may be made per any calendar month. If such change is made on a Valuation Date before the earlier of 4:00 p.m. Eastern Standard Time or the close of the New York Stock Exchange, such change shall become effective on the Valuation Date that the change was made. If the change is not made by such deadline, or is not made on a Valuation Date, such change shall become effective on the next following Valuation Date.

(c) Investment Funds may, from time to time, hold cash or cash equivalent investments (including interests in any fund maintained by the Trustee as provided in the Trust Agreement) resulting from investment transactions relating to the property of said Fund; provided, however, that neither the Committee, the Company, any Participating Employer, the Trustee nor any other person shall have any duty or responsibility to cause such Funds to be held in cash or cash equivalent investments for investment purposes. In the case of any Investment Fund under the management and control of an Investment Manager appointed by the Committee in accordance with Section 11.4, neither the Committee, the Company, any Participating Employer, the Trustee, nor any other person shall have any responsibility or liability for investment decisions made by such Investment Manager.

(d) Any insiders under Section 16 of the Securities Exchange Act of 1934, as amended, may only engage in transactions involving the DXC Technology Stock Fund subject to the approval of the Company's securities counsel.

7.4 Other Investment Allocations Rules. On December 31 of each Plan Year, amounts determined on a per capita basis through the end of each such Plan Year that were not otherwise allocated under Section 7.1 or 7.3 shall be allocated to the Matching Contributions Account of each Participant who has a Compensation deferral agreement under Section 4.1 in effect with the Participating Employer on December 31 of the applicable Plan Year; provided however, an allocation under this Section 7.4 shall not be made to a Participant employed by Eagle Alliance who is classified by Eagle Alliance as in casual employee status and whose Compensation is zero through the allocation date.

7.5 CSRA Stock Fund. In connection with the CSGov Separation, Participants who invested in the Computer Sciences Corporation Stock Fund prior to such separation received one share of CSRA Stock for every share of CSC Stock he or she owned on the record date. Such shares were held under the Plan as the CSRA Stock Fund. No additional contributions or investments may have been transferred to and designated for investment into the CSRA Stock Fund, other than dividends. Participants could have transferred amounts from the CSRA Stock Fund to other investment options available under the Plan. The CSRA Stock Fund was maintained in accordance with the following special rules:

(a) No new investment in the CSRA Stock Fund was permitted. Any cash dividends paid with respect to a Participant's interest in the CSRA Stock Fund were reinvested in the CSRA Stock Fund, subject to the distribution provisions Article XX and Section 20.4.

(b) The CSRA Stock Fund was maintained until such date as determined by the Committee as set forth in subsection (d) hereof for the purpose of permitting Participants the opportunity to divest their interests in the CSRA Stock Fund. Prior to the date selected by the Committee as set forth in subsection (d) hereof, Participants could direct the transfer of investments out of the CSRA Stock Fund, subject to Article 7, but could not direct any transfers, contributions or other investments to the CSRA Stock Fund. Commencing on the date selected by the Committee as set forth in subsection (d) hereof, there were implemented measures as determined by the Committee to liquidate, in

an orderly fashion, the common stock of CSRA held in the CSRA Stock Fund. At the conclusion of such liquidation, the proceeds from the liquidation were deposited in Participant Accounts in an Investment Fund to be determined by the Committee.

(c) The voting or proxy or other rights with respect to such CSRA Stock shall were passed through to Participants as provided in this Section. Each Participant was entitled to direct the Trustee as to the manner in which Stock then allocated to his Accounts were to be voted. Such directions may have been achieved through the use of proxy or similar statements delivered to the Participants with respect to the CSRA Stock allocated to their Accounts. Each Participant was entitled to direct the manner in which the shares (including fractional shares) of CSRA common stock in his or her Account in the CSRA Stock Fund were to be voted. The Trustee voted such shares in accordance with the directions of the Participants. This requirement was deemed to have been met if the Trustee voted the combined fractional shares to the extent possible to reflect the direction of the voting Participants. All shares credited to Participants' Accounts as to which the Trustee did not receive voting directions, and all unallocated shares held by the Trustee, were voted by the Trustee proportionately in the same manner as the Trustee voted shares as to which the Trustee had received voting instructions. The Company caused proxy materials to be distributed to all Participants who had an Account balance in the CSRA Stock Fund prior to each stockholders' meeting at the same time it distributed such materials to all other stockholders.

(d) Notwithstanding the foregoing, there were implemented measures as determined by the Committee to liquidate no later than November 30, 2016, in an orderly fashion, the common stock of CSRA held in the CSRA Stock Fund as described in subsection (b) hereof.

ARTICLE 8
VESTING

8.1 Vested Interest in Compensation Deferral, Retirement, Merged, Rollover and Roth Accounts. Each Participant shall at all times have a one hundred percent (100%) Vested Interest in the value of his Compensation Deferral Account, Retirement Account, Merged Account, Rollover Account, Roth Account and Roth Rollover Account under the Plan.

8.2 Vested Interest in Matching Contributions Account. Except as provided in Appendices A and B,

(a) Effective January 1, 2014, the Vested Interest of each Participant (other than those specified in (b) below) in the value of his Matching Contributions Account shall be determined in accordance with the following provisions:

Number of Years of Service	Vested Interest in Matching Contributions Account
0-1	0%
1 or more	100%

(b) The Vested Interest of a collectively bargained employee, Service Contract Act (SCA) employee, or Swiss Re employee in the value of his Matching Contributions Account shall be determined in accordance with the following provisions:

Number of Full Years of Service	Vested Interest in Matching Contributions Account
1	0%
2	25%
3	50%
4	75%
5 or more	100%

Notwithstanding the foregoing, effective April 1, 2017, the Vested Interest of a Service Contract Act (SCA) employee shall be determined in accordance with Section 8.2(a) above

(c) Notwithstanding the above, a Participant shall have a one hundred percent (100%) Vested Interest in the value of his Matching Contributions Account upon his attainment of Normal Retirement Age while employed by a Participating Employer or an Affiliated Company or upon an earlier Severance by reason of death or Total and Permanent Disability. In addition, if a Participant dies while performing qualified military service (as defined in Code Section 414(u)(5)), the Vested Interest of such Participant's Matching Contributions Account shall be one hundred percent (100%).

(d) Notwithstanding the above, any Years of Service completed by a Participant after he incurs at least five (5) consecutive Breaks in Service shall not be taken into account for purposes of determining his Vested Interest in the value of his Matching Contributions Account prior to such Breaks in Service.

(e) If the vesting schedule under the Plan is amended or if the Plan is amended in any way that directly or indirectly affects the computation of a Participant's Vested Interest, each Participant who has completed at least three (3) Years of Service may elect, within a reasonable time after the adoption of the amendment, to continue to have his Vested Interest computed under the Plan without regard to such amendment. The period during which the election may be made shall commence with the date the amendment is adopted and shall end on the latest of: (i) 60 days after the amendment is adopted; (ii) 60 days after the amendment is effective; or (iii) 60 days after the Participant is issued written notice of the amendment.

8.3 Vested Interest in Discretionary Employer Contributions. Each Participant shall at all times have a one hundred percent (100%) Vested Interest in the value of his Discretionary Employer Contributions Account.

ARTICLE 9
PAYMENT OF PLAN BENEFITS

9.1 Distribution Upon Retirement.

(a) A Participant may retire from the employment of a Participating Employer on his Early Retirement Date or his Normal Retirement Date. If the Participant continues in the service of a Participating Employer beyond his Normal Retirement Date, he shall continue to participate in the Plan in the same manner as Participants who have not reached their Normal Retirement Dates. At the Participant's Severance on his Postponed Retirement Date, his Distributable Benefit shall be based upon the Vested Interest of his Accounts as of the applicable Valuation Date. After a Participant has reached his Normal Retirement Date, any Severance (other than by reason of death or Total and Permanent Disability) shall be deemed a Normal Retirement.

(b) Subject to the provisions of Sections 9.4 and 9.11, upon a Participant's Severance on or after his Early Retirement Date or Normal Retirement Date such Participant shall be entitled to a distribution of his Distributable Benefit as provided in Section 9.6 within ninety (90) days after receipt by the Committee of all required documentation, but in no event shall payment be made later than the sixtieth day after the later of the close of the Plan Year in which occurs the Severance, or the close of the Plan Year in which the Participant attains Normal Retirement Age, unless such Participant consents to a later distribution.

(c) All distributions under this Plan must be made in accordance with the regulations under Code Section 401(a)(9), including the incidental death benefit of Code Section 401(a)(9)(G). Furthermore, the provisions of this Article 9 reflecting Code Section 401(a)(9) override any other distribution options in the Plan inconsistent with Code Section 401(a)(9). With respect to distributions under the Plan made for calendar years beginning on or after January 1, 2002, the Plan will apply the minimum distribution requirements of Code Section 401(a)(9) in accordance with the regulations under Code Section 401(a)(9) that were proposed on January 17, 2001, until the end of the 2002 Plan Year. Effective for Plan Years beginning on or after January 1, 2003, the Plan will apply the minimum distribution requirements of Code Section 401(a)(9) in accordance with the regulations that were finalized on April 17, 2002.

(d) The following provisions shall apply with respect to distributions made on or after January 1, 1998:

(i) In accordance with procedures described in this subsection 9.1(d), a Participant who (i) is not a five percent owner (as defined in Code Section 416), (ii) attains age 70 ½ on or after January 1, 1996 while actively employed by the Company, and (iii) has not otherwise commenced payment of his Distributable Benefit as of the date an election is made shall be given a one-time option to elect to commence an in-service distribution of a portion of his or her Distributable Benefit beginning on or before April 1 of the calendar year following the calendar year in which the Participant attains age 70 ½ ("Voluntary Minimum Distribution" or "VMD"). The procedures for electing, calculating the amount of, and paying a VMD are as follows:

(A) With respect to Participants who reached age 70 ½ in the Plan Year beginning January 1, 1997, the option to elect shall be given in October 1998. Effective for Plan Years beginning on or after January 1, 1999 and ending on or before December 31, 2000, the option to elect shall be given in the January of the year following the year in which the Participant reaches age 70 ½. Effective for Plan Years beginning on or after January 1, 2001 and ending on or before December 31, 2003, the option to elect shall be given in the January of the year in which the Participant reaches age 70 ½. Effective for the Plan Year beginning on January 1, 2004, the option to elect shall be given in March 2004. Effective for Plan Years beginning on or after January 1, 2005, the option to elect shall be given in the January of the year in which the Participant reaches age 70 ½. The Participant shall have the period specified in the notice, which shall not be less than 30 days from the date of the notice, to elect a VMD (the "VMD Election Period").

(B) If the Committee receives a properly completed and signed election form within the VMD Election Period, the VMD shall be paid in an amount equal to the amount, and shall be distributed in the same time and manner, that the Participant would have received as the Participant's required minimum distribution calculated under subsection 9.1(c) of the Plan; provided, however, that the required minimum distribution shall be calculated based on the Participant's Account balance on the VMD Date. With respect to Participants who reach age 70 ½ in any Plan Year beginning on or after January 1, 1998 and ending on or before December 31, 2000, the VMD Date shall be the date determined by the Committee. With respect to Participants who reach age 70 ½ in any Plan Year beginning on or after January 1, 2001 and ending on or before December 31, 2003, the VMD Date shall be the last business day of November of the year in which the Participant reaches age 70 ½. With respect to Participants who reach age 70 1/2 in the Plan Year beginning January 1, 2004, the VMD Date shall be December 1, 2004. With respect to Participants who reach age 70 ½ in any Plan Year beginning on or after January 1, 2005, the VMD Date shall be the last business day of November of the year in which the Participant reaches age 70 ½.

(ii) Any Participant who is not a five percent owner (as defined in Code Section 416) and who is hired by the Company after the Participant attains age 70 ½ shall be given the one-time option to elect to commence a VMD pursuant to the terms set forth in subsection 9.1(d)(i) above in the January of the first Plan Year commencing after the first December 31 on which the Participant has an Account balance,

(iii) Any Participant who is not a five percent owner (as defined in Code Section 416) and who is rehired after attaining age 70 ½ shall be given the one-time option to elect to commence a VMD pursuant to the terms set forth in subsection 9.1(d)(i) above; provided, however, that a rehired Participant may elect a VMD only if the Participant was not otherwise given the one-time option to take a VMD prior to his date of rehire.

(iv) Notwithstanding any provision of the Plan to the contrary, a Participant who is receiving a VMD at the time of his Severance Date shall cease receiving such VMD and instead commence receiving his Distributable Benefit in the form elected by the Participant in accordance with Article 9 of the Plan. Notwithstanding anything herein to the contrary, if a Participant has elected to receive a VMD which has not yet commenced at the time of his retirement under the Plan, such election shall be cancelled and the Participant shall instead commence receiving his Distributable Benefit in the form elected by the Participant at retirement in accordance with Article 9 of the Plan.

(v) Notwithstanding anything herein to the contrary, a Participant shall not receive a VMD concurrently with the Participant's required minimum distributions paid in accordance with subsection 9.1(c). With respect to a Participant who was actively employed by the Company and receiving required minimum distributions as of October 1, 1998, that Participant shall have a one-time election to cease and defer distribution of his required minimum distribution until April 1 of the later of (i) the year in which the Participant reaches age 70 ½; or (ii) the year following the Participant's Severance Date.

(e) Notwithstanding anything in subsection 9.1(d) to the contrary, the required minimum distribution of the Distributable Benefit of a Participant who is a five percent owner (as defined in Code Section 416) must begin by April 1 of the calendar year following the calendar year in which the Participant attains age 70 ½.

(f) Notwithstanding the foregoing provisions of Section 9.1, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code Section 401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will receive those distributions for 2009, unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence. Notwithstanding the foregoing provisions of this subsection 9.1(f), for purposes of applying the direct rollover provisions of the Plan, 2009 RMDs and Extended 2009 RMDs (both as defined above) are not treated as eligible rollover distributions.

9.2 Distribution Upon Death Prior to Payment of Benefits.

(a) Upon the death of a Participant prior to the payment of his Distributable Benefit, the Committee shall direct the Trustee to make a distribution of such Distributable Benefit as provided in Section 9.6 to the Beneficiary designated by the deceased Participant, or otherwise entitled to such Distributable Benefit, as provided in Section 9.8.

(b) Distribution of a Participant's Distributable Benefit shall be made within ninety (90) days after all facts required by the Committee to be established as a condition of payment have been established to the satisfaction of the Committee, but in any event within the maximum time period allowed by Code Section 401(a)(9).

(c) If a Participant dies while performing qualified military service (as defined in Code Section 414(u)(5)), the Participant's Beneficiary shall be entitled to any additional benefits under the Plan as if the Participant had died during service with a Participating Employer.

9.3 Distribution Upon Disability Prior to Retirement Date.

(a) Upon the Severance of a Participant as a result of Total and Permanent Disability, which shall be certified by a physician designated by the Committee, if the Committee so requests, his Distributable Benefit shall be distributed to him as provided in Section 9.6.

(b) Distribution to a disabled Participant shall be made within ninety (90) days after all facts required by the Committee to be established as a condition of payment have been established to the satisfaction of the Committee.

9.4 Severance Prior to Normal Retirement Date.

(a) If a Participant incurs a Severance prior to his Normal Retirement Date for any reason other than Total and Permanent Disability or death, his Distributable Benefit shall be paid in a lump sum as provided in Section 9.6 as soon as practicable following the Participant's attainment of Normal Retirement Age; provided, however, that in no event shall such distribution be later than sixty (60) days after the close of the Plan Year in which the Participant attains Normal Retirement Age, unless such Participant elects to defer receipt of such payment until such Participant attains age 70 ½.

(b) Payment of a Participant's Distributable Benefit under this Section 9.4 shall be made in a lump sum as provided in Section 9.6 before the Participant's attainment of Normal Retirement Age within ninety (90) days after receipt by the Committee of all required documentation (but in no event later than sixty (60) days after the close of the Plan Year in which the Participant attains Normal Retirement Age) as follows:

(i) In the case of a Participant whose Distributable Benefit exceeds $5,000 (including the amount of any Rollover Account or Roth Rollover Account) if the Participant elects in writing to receive payment of such Distributable Benefit.

(ii) In the case of a Participant whose Distributable Benefit does not exceed $1,000 (including the amount of any Rollover Account or Roth Rollover Account) without such Participant's election.

(iii) In the case of a Participant whose Distributable Benefit does not exceed $5,000 (including the amount of any Rollover Account or Roth Rollover Account) and is more than $1,000 (including the amount of any Rollover Account or Roth Rollover Account), then the Committee shall pay the Distributable Benefit as a direct rollover to an individual retirement plan designated by the Committee without such participant's election. Notwithstanding the preceding sentence, if the Participant elects in writing to receive payment of such Distributable Benefit, it shall be paid to the Participant.

9.5 Forfeitures; Restoration.

(a) Subject to the provisions of subsection 9.5(c) below, any non-vested portion of a Participant's Matching Contributions Account shall be forfeited as of the earlier of the date the Participant's Distributable Benefit is paid to him as provided in Section 9.4 or the date the Participant incurs five (5) consecutive Breaks in Service.

(b) Any non-vested portion of a Participant's Matching Contributions Account which is forfeited in accordance with (a) above shall be applied to reduce Matching Contributions by a Participating Employer under subsection 5.1(a)(iii) or to restore amounts previously forfeited, as provided in subsection 9.5(c) below, or shall be applied to reduce Employer Discretionary Contributions, or shall be used for corrective allocations as permitted under the IRS Employee Plans Compliance Resolution System (EPCRS), or shall be used to pay for Plan administrative expenses, and shall not otherwise be repaid or recovered by a Participating Employer.

(c) In accordance with such rules as the Committee may prescribe, there shall be restored to the Participant's credit in his Matching Contributions Account a number of shares of Stock equal in value to the dollar value of any non-vested portion of a Participant's Matching Contributions Account which was forfeited upon payment of the Participant's Distributable Benefit in accordance with subsection 9.4(b) prior to the date on which he incurs five (5) consecutive Breaks in Service; provided, however, that such restoration shall be made only in the case of the Participant's reemployment as an Employee prior to incurring five (5) consecutive Breaks in Service, and upon the Participant's repayment of the amount distributed under Section 9.4 within five (5) years of the Participant's reemployment. The determination of the dollar value of the forfeited portion of the Participant's Matching Contributions Account required to be restored to the Participant shall be made as of the Valuation Date the Participant's Accounts were valued for purposes of determining his Distributable Benefit, as provided in Article 10. No adjustment in the dollar value of the forfeited amounts shall be made for any gains or losses of any Investment Fund, including the DXC Technology Stock Fund, between the applicable Valuation Date and the restoration of the dollar value of the forfeited portion of the Participant's Matching Contributions Account.

9.6 Payment of Distributable Benefit.

(a) Form of Distribution. If a Participant has a Merged Account that has received amounts directly from another qualified plan that provides for an annuity form of distribution, such Merged Account shall be distributed in accordance with Section 9.12. Otherwise, a Participant may elect to receive the entire Vested Interest balance of his Accounts in one of the following forms:

(i) Single lump sum payment;

(ii) Period certain in five, ten or other yearly period as elected by the Participant, but not beyond the life expectancy of the Participant.

(iii) A fixed monthly, quarterly or annual amount, as elected by the Participant, the duration of which ends on the earlier of the date such Participant’s Account balance equals $0 (zero dollars) or age 70 ½, at which time payment shall be in a variable amount not to exceed such Participant’s life expectancy.

(iv) If a Participant elects a payment method described in subsections 9.6(a)(ii) or (iii) above, such installment payments shall be made from such Participant’s Accounts on a pro rata basis by Investment Fund in the Participant’s Accounts. The amounts remaining in a Participant’s Account shall be subject to Section 7.3.

(v) A Participant who makes an election pursuant to subsections 9.6(a)(ii) or (iii) subsequently may elect to receive any remaining balance in a lump sum payment as provided in subsection 9.6(a)(i).

(b) Manner of Payment. All distributions shall be valued as of the Valuation Date on which such amounts are distributed. Payment of a Participant’s Distributable Benefit reflecting the Participant’s interest in the DXC Technology Stock Fund shall be made in shares of Stock (together with cash in lieu of any fractional share), unless the Participant elects to receive his entire distribution in cash; provided, however, that all distributions pursuant to subsections 9.4(b)(ii) or (iii) shall be made in cash, unless the Participant elects to receive a distribution pursuant to subsection 9.4(b)(ii) or (iii) in shares of Stock (together with cash in lieu of any fractional share). Unless a Participant specifically requests that his Distributable Benefit attributable to Investment Funds other than the DXC Technology Stock Fund be made in Stock, such portion of his Distributable Benefit shall be made in cash; provided, however, that a Distributable Benefit pursuant to subsection 9.4(b)(iii) shall be made only in cash. The payment of a Participant’s Distributable Benefit in Stock (other than the portion of the distribution representing the Participant’s interest in the DXC Technology Stock Fund) shall consist of a number of shares of Stock equal to the number of shares of Stock which can be purchased with the dollar value of the Participant’s Distributable Benefit (other than the portion of the distribution representing the Participant’s interest in the DXC Technology Stock Fund), such value to be determined as of the appropriate Valuation Date determined under Article 10.

9.7 Withdrawals.

(a) Hardship Distributions.

(i) Upon at least thirty (30) days written notice to the Committee, a Participant who is an Employee may obtain a hardship distribution if the Committee finds that the distribution is necessary to relieve a "financial hardship" incurred by the Participant. A Participant will be considered to have incurred a financial hardship only if he has immediate and heavy financial needs that cannot be fulfilled through other reasonably available resources of the Participant. "Immediate and heavy financial needs" means:

(A) Expenses for medical care described in Code Section 213(d) previously incurred by the Participant, the Participant's Spouse, or any dependents of the Participant (as defined in Code Section 152) or any Beneficiary under the Plan with respect to the Participant or necessary for these persons to obtain such medical care;

(B) The purchase (excluding mortgage payments) of a principal residence for the Participant;

(C) Payment of tuition and related educational fees for the next 12 months of post-secondary education for the Participant or his Spouse, children or dependents (as defined in Code Section 152) or Beneficiary;

(D) The need to prevent the eviction of the Participant from his principal residence or foreclosure on the mortgage of that residence;

(E) Payments for burial or funeral expenses for the Participant's deceased parent, Spouse, children, dependents (as defined in Code Section 152), or Beneficiary;

(F) Expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code Section 165; and

(G) Such additional expenses or payments approved by the Internal Revenue Service.

(ii) The determination of hardship shall be made by the Committee in a uniform and nondiscriminatory manner in accordance with such standards as may be promulgated from time to time by the Internal Revenue Service. The Committee may rely on the Participant's representation that the financial need cannot be relieved:

(A) By reasonable liquidation of the Participant's assets, to the extent such liquidation would not itself cause an immediate and heavy financial need;

(B) By cessation of Compensation Deferral Contributions under the Plan; or

(C) By other distributions or non-taxable loans from plans maintained by the Company or by any other employer, or by borrowing from commercial sources on reasonable commercial terms.

(iii) A distribution will be deemed necessary to satisfy an immediate and heavy financial need of the Participant if all of the following requirements are met:

(A) The distribution is not in excess of the amount of the immediate and heavy financial need of the Participant;

(B) The Participant has obtained all distributions, other than hardship withdrawals, and all non-taxable loans currently available under this Plan and all plans maintained by the Company or an Affiliated Company; and

(C) The Participant's Compensation Deferral Contributions, and elective contributions and employee contributions under this Plan and all other plans maintained by the Company or an Affiliated Company will be suspended for six months after receipt of the withdrawal.

(iv) A distribution may include any amount necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution.

(b) While still an Employee, a Participant may, upon at least thirty (30) days written notice to the Committee, make a withdrawal from his Retirement Account of an amount specified by him up to the whole amount thereof. A Participant who makes a withdrawal under this subsection 9.7(b) shall not be eligible to again make a withdrawal under this subsection 9.7(b) prior to the first anniversary of the date the Participant's most recent withdrawal under this subsection 9.7(b) was distributed to him.

(c) While still an Employee, a Participant who has attained at least age fifty-nine and one-half (59 ½) and has a one hundred percent (100%) Vested Interest in the value of his Accounts under the Plan may, upon at least thirty (30) days written notice to the Committee, make a withdrawal from his Accounts of the amount specified by him, up to the total value of his Vested Interest in his Accounts. A Participant who makes a withdrawal under this subsection 9.7(c) shall not be eligible to again make a withdrawal under this subsection 9.7(c) prior to the first anniversary of the date the Participant's most recent withdrawal under this subsection 9.7(c) was distributed to him. Effective March 3, 2017, a Participant shall have a separate withdrawal option under this subsection 9.7(c) for his Roth Accounts, if applicable.

(d) While still an Employee, a Participant may, upon at least thirty (30) days written notice to the Committee, make a withdrawal from his Merged Account of all amounts thereof attributable to transfers from other profit sharing plans and amounts attributable to other pension plans and Code Section 401(k) plans provided the Participant had the right to elect to receive a distribution of such amount at the time of the transfer to this Plan. No withdrawals under this provision shall be permitted of any amounts transferred from an account that qualifies under Code Section 401(k) if the Participant did not have the right to receive a distribution at the time of the transfer. A Participant who makes a withdrawal under this subsection 9.7(d) shall not be eligible to again make a withdrawal under this subsection 9.7(d) prior to the first anniversary of the date the Participant's most recent withdrawal under this subsection 9.7(d) was distributed him.

(e) Rollover Account and Roth Rollover Account amounts may be withdrawn at any time for any reason.

(f) The maximum amount subject to withdrawal under this Section 9.7 shall be determined as of the Valuation Date immediately following the Committee's determination authorizing the withdrawal.

(g) Any withdrawal under this Section 9.7 reflecting the Participant's interest in the DXC Technology Stock Fund shall be made in shares of Stock (together with cash in lieu of any fractional share), unless the Participant elects to receive such entire amount in cash. Any withdrawal from an Investment Fund other than the DXC Technology Stock Fund shall be in Stock or cash, as determined in accordance with the provisions of subsection 9.6(b). Such withdrawals shall be distributed as soon as practicable following the Committee's determination authorizing a withdrawal.

9.8 Designation of Beneficiary.

(a) Subject to the provisions of subsection 9.8(b) below, each Participant shall have the right to designate a Beneficiary or Beneficiaries to receive his Vested Interest in the Trust Fund in the event of his death before receipt of his entire Vested Interest in the Trust Fund. This designation is to be made on the form prescribed by and delivered to the Committee. Subject to the provisions of subsection 9.8(b) below, a Participant shall have the right to change or revoke any such designation by filing a new designation or notice of revocation with the Committee, and no notice to any Beneficiary nor consent by any Beneficiary shall be required to effect any such change or revocation.

(b) If a Participant designates a non-Spouse as the Beneficiary of his Vested Interest in the Trust Fund and on the date of his death has a Spouse, no effect shall be given to such designation unless such Spouse has consented in writing to such designation and such consent is witnessed by a notary public. If a Participant designates a non-Spouse Beneficiary and the surviving Spouse does not consent to such designation,

the surviving Spouse shall be deemed the Beneficiary of the deceased Participant. A Spouse's consent to a Beneficiary designation is not required under the following circumstances:

(i) if it is established to the satisfaction of the Committee that there is no Spouse; or

(ii) if the Participant's Spouse cannot be located; or

(iii) because of other circumstances under which a Spouse's consent is not required in accordance with applicable Treasury or Department of Labor Regulations.

(c) If a deceased Participant has failed to designate a Beneficiary, or if the Committee, after reasonable efforts have been made, is unable to locate a form designating a Beneficiary, but has a Surviving Spouse, such Surviving Spouse shall be the Beneficiary and the Participant's non-forfeitable accrued benefit (reduced by any security interest held by the Plan by reason of a loan outstanding to such Participant) shall be payable in full to such deceased Participant's Surviving Spouse. In the case of a deceased Participant who has no Surviving Spouse, and such deceased Participant shall have (i) failed to designate a Beneficiary, or (ii) if the Committee shall be unable to locate a designated Beneficiary after reasonable efforts have been made, or (iii) if for any reason the designation shall be legally ineffective, or (iv) if the Committee after reasonable efforts have been made, is unable to locate a form designating a Beneficiary, or (v) if the Beneficiary shall have predeceased the Participant and the Participant did not designate a successor Beneficiary, then the Participant's estate shall be the Beneficiary and the Participant's non-forfeitable accrued benefit (reduced by any security interest held by the Plan by reason of a loan outstanding to such Participant) shall be payable in full to such estate within one (1) year after the Participant's death.

(d) In the event that the deceased Participant was not a resident of California at the date of his death, the Committee, in its discretion, may require the establishment of ancillary administration in California. In the event that a Participant shall predecease his Beneficiary and on the subsequent death of the Beneficiary a remaining distribution is payable under the applicable provisions of this Plan, the distribution shall be payable to the estate of the Beneficiary, subject to the same provisions concerning non-California residency and the establishment of ancillary administration as are applicable on the death of the Participant.

(e) The Committee shall not be required to authorize any payment to be made to any person following a Participant's death, whether or not such person has been designated by the Participant as Beneficiary, if the Committee determines that the Plan may be subject to conflicting claims in respect of said payment for any reason, including, without limitation, the designation or continuation of a designation of a Beneficiary other than the Participant's Spouse without the consent of such Spouse to the extent such consent is required by Code Section 401(a). In the event the Committee determines in accordance with this subsection 9.8(e) not to make payment to a designated Beneficiary,

the Committee shall take such steps as it determines appropriate to resolve such potential conflict. The provisions of this Section 9.8 shall not be construed to place upon the Company or the Committee any duty or obligation to require the consent of a Spouse for the purpose of protecting the rights or interests of present or former Spouses of Participants, except to the extent required to comply with Code Section 401(a)(11) or ERISA Section 205.

9.9 Facility of Payment. If any payee under the Plan is a minor or if the Committee reasonably believes that any payee is legally incapable of giving a valid receipt and discharge for any payment due him, the Committee may have the payment or any part thereof, made to the person (or persons or institution) whom it reasonably believes is caring for or supporting the payee, unless it has received due notice of claim therefor from a duly appointed guardian or custodian of the payee. Any payment shall be a payment from the Accounts of the payee and shall, to the extent thereof, be a complete discharge of any liability under the Plan to the payee.

9.10 Payee Consent. To the extent required to comply with Code Section 411(a)(11), the Committee shall require each Participant or other payee to consent to any payment of a Participant's Accounts.

9.11 Additional Requirements for Distribution.

(a) The Committee or Trustee, or both, may require the execution and delivery of such documents, papers and receipts as the Committee or Trustee may determine necessary or appropriate in order to establish the fact of death of the deceased Participant and of the right and identity of any Beneficiary or other person or persons claiming any benefits under this Article 9.

(b) The Committee or the Trustee, or both, may, as a condition precedent to the payment of death benefits hereunder, require an inheritance tax release and/or such security as the Committee or Trustee, or both, may deem appropriate as protection against possible liability for state or federal death taxes attributable to any death benefits.

(c) Notwithstanding any other provision in this Article 9 regarding the time within which a Participant's Distributable Benefit will be paid, if, in the opinion of the Committee there are or reasonably may be conflicting claims or other legal impediments to the payment of such Distributable Benefit to a payee, such payment may be delayed for so long as is necessary to resolve such conflict, potential conflict, or other legal impediment, but not beyond the date permitted by applicable law.

(d) The Committee shall notify each recipient of an "eligible rollover distribution" (as defined in Section 9.13(d)(i)) of his distribution options within a reasonable period of time prior to making such distribution.

9.12 Distribution from Merged Accounts. The provisions of this Section 9.12 shall apply to any Participant whose Accounts include a Merged Account that has received amounts directly from another qualified plan that provides for an annuity form of distribution.

(a) Qualified Joint and Survivor Annuity. Unless an optional form of benefit is selected pursuant to a qualified election within the 90-day period ending on the annuity starting date, a married Participant's Merged Account will be paid in the form of a Qualified Joint and Survivor Annuity and an unmarried Participant's Merged Account will be paid in the form of a life annuity. The Participant may elect to have such annuity distributed upon attainment of the earliest retirement age under the Plan.

(b) Qualified Pre-retirement Survivor Annuity. Unless an optional form of benefit has been selected within the election period pursuant to a qualified election, if a Participant dies before the annuity starting date then the entire balance of the Participant's Merged Account shall be applied toward the purchase of an annuity for the life of the Surviving Spouse. Such an annuity shall provide for annual payments to the Surviving Spouse and shall have a value that is equal to 100 percent (100%) of the Participant's non-forfeitable account balance, including the proceeds of any insurance on the Participant's life, as of the date of the Participant's death. Such Surviving Spouse may direct the Committee as to the commencement of payments under the Qualified Pre-retirement Survivor Annuity within a reasonable time after the death of the Participant. In addition, the Surviving Spouse may elect to waive the right to a survivor annuity and in lieu thereof, receive a lump sum distribution of the entire balance of the Participant's Merged Account.

(c) Optional Form of Benefit. During the election period, a Participant may, pursuant to a qualified election, select as an optional form of benefit in lieu of an annuity form of distribution either one of the following forms of distribution: (a) a series of substantially equal annual or more frequent installments over a period certain not extending beyond the earlier of (i) the end of the period measured by the joint life and last survivor expectancy of the Participant and his Spouse, or (ii) twenty years; or (b) a lump sum distribution in accordance with subsection 9.6(a). In addition, a Participant shall be entitled to elect any additional optional form of benefit provided by a transferor plan and which is a protected benefit under Code Section 411(d)(6).

(d) For purposes of this Section 9.12 the following definitions shall apply:

(i) Election Period. The period which begins on the first day of the Plan Year in which the Participant attains age 35 and ends on the date of the Participant's death. If a Participant separates from Service prior to the first day of the Plan Year in which age 35 is attained, the election period shall begin on the Participant's Severance Date. A Participant who will not yet attain age 35 as of the end of any current Plan Year may make a special qualified election to waive the qualified pre-retirement survivor annuity for the period beginning on the day of such election and ending on the first day of the Plan Year in which the Participant will attain age 35. Such election shall not be valid unless the Participant receives a written explanation of the qualified pre-retirement survivor annuity in such terms as are comparable to the pre-retirement survivor annuity explanation required under subsection 9.12(b). Qualified pre-retirement survivor annuity coverage will be automatically reinstated as of the first day of the Plan Year in which the Participant attains age 35. Any new waiver on or after such date shall be subject to the full requirements of this Section 9.12.

(ii) Earliest Retirement Age. The earliest date on which, under the Plan, the Participant could elect to receive retirement benefits.

(iii) Qualified Election. A waiver of a Qualified Joint and Survivor Annuity or a qualified pre-retirement survivor annuity shall not be effective unless (i) the Participant's Spouse consents in writing to the election; (ii) the election designates a specific Beneficiary, including any class of Beneficiaries or any contingent Beneficiaries, which may not be changed without spousal consent (or the Spouse expressly permits designations by the Participant without any further spousal consent); (iii) the Spouse's consent acknowledges the effect of the election; and (iv) the Spouse's consent is witnessed by a Plan representative or notary public. Additionally, a Participant's waiver of the Qualified Joint and Survivor Annuity shall not be effective unless the election designates a form of benefit payment which may not be changed without spousal consent (or the Spouse expressly permits designations by the Participant without any further spousal consent). If it is established to the satisfaction of a Plan representative that there is no Spouse or that the Spouse cannot be located, a waiver will be deemed a qualified election.

Any consent obtained under this provision (or establishment that the consent of a Spouse may not be obtained) shall be effective only with respect to such Spouse. A consent that permits designations by the Participant without any requirement of further consent by such Spouse must acknowledge that the Spouse has the right to limit consent to a specific Beneficiary, and a specific form of benefit where applicable, and that the Spouse voluntarily elects to relinquish either or both of such rights. A revocation of a prior waiver may be made by a Participant without the consent of the Spouse at any time before the commencement of benefits. The number of revocations shall not be limited. No consent obtained under this provision shall be valid unless the Participant has received notice as provided in subsection 9.12(e) below.

(iv) Qualified Joint and Survivor Annuity. An immediate annuity for the life of the Participant with a survivor annuity for the life of the Spouse which is not less than 50% and not more than 100% of the amount of the annuity which is payable during the joint lives of the Participant and the Spouse and which is the amount of benefit which can be purchased with the Participant's Merged Account. The percentage of the survivor annuity shall be either 50% or 100%, as selected by the Participant.

(v) Annuity Starting Date. The first day of the first period for which an amount is payable as an annuity or any other form.

(e) Notice Requirements.

(i) In the case of a Qualified Joint and Survivor Annuity, the Committee shall no less than 30 days and no more than 90 days prior to the Annuity Starting Date provide each Participant a written explanation of: (i) the terms and conditions of a Qualified Joint and Survivor Annuity; (ii) the Participant's right to make and the effect of an election to waive the Qualified Joint and Survivor Annuity form of benefit; (iii) the rights of a Participant's Spouse; and (iv) the right to make, and the effect of, a revocation of a previous election to waive the Qualified Joint and Survivor Annuity.

(ii) In the case of a qualified pre-retirement survivor annuity as described in subsection 9.12(b), the Committee shall provide each Participant within the applicable period for such Participant a written explanation of the qualified pre-retirement survivor annuity in such terms and in such manner as would be comparable to the explanation provided for meeting the requirements of subsection 9.12(e)(i) applicable to a Qualified Joint and Survivor Annuity. The applicable period for a Participant is whichever of the following periods ends last: (i) the period beginning with the first day of the Plan Year in which the Participant attains age 32 and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age 35; (ii) a reasonable period ending after the individual becomes a Participant; or (iii) a reasonable period ending after this Section 9.12 first applies to the Participant.

Notwithstanding the foregoing, notice must be provided within a reasonable period ending after separation from Service in the case of a Participant who incurs a Severance before attaining age 35.

For purposes of the preceding paragraph, a reasonable period ending after the enumerated events described in (ii) and (iii) is the end of the two year period beginning one year prior to the date the applicable event occurs, and ending one year after that date. In the case of a Participant who separates from Service before the Plan Year in which age 35 is attained, notice shall be provided within the two year period beginning one year prior to the Participant's Severance Date and ending one year after such Severance Date. If such a Participant thereafter returns to employment with a Participating Employer, the applicable period for such Participant shall be redetermined.

9.13 Direct Transfer of Distribution.

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Committee, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the Distributee in a direct rollover.

(b) Solely to the extent permitted in Code Sections 408A(c)(3)(B), 408A(d)(3), and 408A(e) and the regulations and other guidance issued thereunder, an eligible Participant may elect to roll over any portion of a distribution of his Account to a

Roth IRA (as defined by Code Section 408A) in a "qualified rollover contribution" (as defined in Code Section 408A(e)), provided that the rollover requirements of Code Section 402(c) are met. The amount of the qualified rollover contribution that would be includible in the Participant's gross income were it not part of a qualified rollover contribution shall be included in the Participant's gross income in accordance with Code Section 408A(d)(3). In addition, the 10% penalty tax on early distributions from qualified retirement plans imposed by Code Section 72(t) shall not apply to qualified rollover contributions.

(c) Notwithstanding the provisions of this Section 9.13, solely to the extent permitted under Code Section 402(c)(11) and the regulations and other guidance issued thereunder, with respect to any portion of a distribution from the Plan on behalf of a deceased Participant, if a direct trustee-to-trustee transfer is made to an individual retirement plan described in Code Section 402(c)(8)(B)(i) or (ii), which individual retirement plan is established for the purposes of receiving the distribution on behalf of an individual who is a designated beneficiary (as defined by Code Section 401(a)(9)(E)) of the Participant and who is not the Surviving Spouse of the Participant, the transfer shall be treated as an eligible rollover distribution for purposes of this Plan and Code Section 402(c). For purposes of this paragraph, to the extent provided in regulations or other guidance prescribed by the Internal Revenue Service under Code Section 402(c)(11), a trust maintained for the benefit of one or more designated beneficiaries shall be treated in the same manner as a trust designated beneficiary.

(d) For purposes of this Section 9.13, the following definitions shall apply:

(i) Eligible Rollover Distribution. An eligible rollover distribution is any distribution of all or any portion of a Participant's vested Account, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments, made not less frequently than annually, for the life, or life expectancy, of the Participant or the Participant's designated Beneficiary or the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary, or for a specified period of 10 years or more; any distributions, to the extent such distribution is required under Code Section 401(a)(9); and any amount distributed on account of hardship. Notwithstanding any provision of the Plan to the contrary, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of voluntary employee contributions that are not includible in gross income; provided, however, such portion may be transferred only to an individual retirement account or annuity described in Code Section 408(a) or (b), a qualified retirement plan (either a defined contribution plan or a defined benefit plan) described in Code Section 401(a) or 403(a), or an annuity contract described in Code Section 403(b) that agrees to separately account for amounts so transferred.

(ii) Eligible Retirement Plan. An eligible retirement plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in

Code Section 403(a), a qualified trust described in Code Section 401(a), an eligible deferred compensation plan described in Code Section 457(a), an eligible deferred compensation plan described in Code Section 457(b) that is maintained by an eligible employer described in Code Section 457(e)(l)(A) and that agrees to separately account for amounts rolled into such plan from this Plan, an annuity contract described in Code Section 403(b), or a Roth IRA if the rollover requirements of Code Sections 402(c) and 408A (as applicable) are met, that accepts the Participant's or Beneficiary's eligible rollover distribution.

(iii) Distributee. A Distributee is an Employee or former Employee. In addition, the Employee's Surviving Spouse and the Employee's former Spouse who is the alternate payee pursuant to a qualified domestic relations order, as defined in Code Section 414(p), are Distributees with regard to the interest of the Spouse or former Spouse. Notwithstanding the foregoing, in accordance with subsection 9.13(c), a designated beneficiary of the Participant who is not the Surviving Spouse of the Participant is also a Distributee.

(iv) Direct Rollover. A direct rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(e) Notwithstanding the foregoing, with respect to distributions made on or after March 3, 2017 from a Participant's Roth Accounts, a portion of a distribution shall not fail to be considered an eligible rollover distribution merely because such portion is not includable in the distributee's gross income (determined without regard to the rollover). However, notwithstanding the preceding sentence, such portion may be transferred only to a Roth IRA or transferred in a direct trustee-to-trustee transfer to a designated Roth account under a qualified defined contribution plan described in Code Section 401(a) that agrees (in a form satisfactory to the Committee) to separately account for the portion of such distribution which is not so includible. Within a reasonable time after the occurrence of a direct rollover of a distribution from a Participant's Roth Accounts under the Plan to a designated Roth account, the Committee shall provide to the distributee a statement indicating the first year of the Five-Taxable-Year Period for the distributee and the portion of such distribution that is non-taxable. If the distribution is not a direct rollover to a designated Roth account, the beginning date of the Five-Year-Taxable Period cannot be carried over to a designated Roth account. The Plan Administrator shall, within a reasonable time after the distributee's request, provide to the distribute a statement indicating the beginning date of the Five-Taxable-Year Period and the portion of such distribution that is non-taxable.

ARTICLE 10
VALUATION OF ACCOUNTS

For purposes of payment of a Participant's Distributable Benefit following a Severance for any reason or any other distributions or withdrawals under this Plan, the value of a Participant's Accounts shall be determined in accordance with rules prescribed by the Committee, subject, however, to the following provisions:

(a) Subject to subsections 10(b) and 10(c) below, in the case of Normal Retirement or other Severance including death or Total and Permanent Disability, the value of a Participant's Accounts under the Plan shall be determined by reference to the Valuation Date immediately following both (i) the occurrence of an event entitling the Participant to a distribution, and (ii) the receipt by the Committee of the completed application of the Participant (or his Beneficiary) for payment of the Participant's Distributable Benefit with respect to such event.

(b) The value of a Participant's Accounts shall be increased or decreased (as appropriate) by any contributions, withdrawals or distributions properly allocable under the terms of this Plan to his Accounts that occurred on or after the applicable Valuation Date or which, for any other reason were not otherwise reflected in the valuation of his Accounts on such Valuation Date.

(c) Notwithstanding any provision of this Plan to the contrary, a Participant's Accounts, to the extent held in the DXC Technology Stock Fund, shall be distributed solely in shares of Stock (with payment of cash in lieu of any fractional share), unless the Participant elects to receive the Participant's entire distribution in cash. The number of shares so distributable shall be the number of shares credited to the Participant's Accounts held in the DXC Technology Stock Fund and such additional shares as may be purchased with the Participant's allocable share of non-Stock assets of the DXC Technology Stock Fund (the value of such non-Stock assets to be determined in accordance with principles consistent with subsections 10(a) and 10(b) above, and the number of shares to be purchased with such non-Stock assets to be determined in accordance with such rules of general application as the Committee may adopt from time to time).

ARTICLE 11
OPERATION AND ADMINISTRATION OF THE PLAN

11.1 Plan Administration.

(a) Authority to control and manage the operation and administration of the Plan shall be vested in a committee as provided in this Article 11 (the "Committee").

(b) The Board of Directors shall establish the number of members of the Committee from time to time, and all such members shall be appointed or removed by the Board of Directors.

(c) For purposes of ERISA Section 402(a), the Committee shall be the Named Fiduciary of this Plan.

(d) Notwithstanding the foregoing, a Trustee with whom Plan assets have been placed in trust or an Investment Manager appointed pursuant to Section 11.4 may be granted exclusive authority and discretion to manage and control all or any portion of the assets of the Plan.

11.2 Committee Powers. The Committee shall have all powers necessary to supervise the administration of the Plan and control its operations. In addition to any powers and authority conferred on the Committee elsewhere in the Plan or by law, the Committee shall have, by way of illustration but not by way of limitation, the following powers and authority:

(a) To allocate fiduciary responsibilities (other than trustee responsibilities) among the Named Fiduciaries and the Trustee and to designate one or more other persons (including the Trustee) to carry out fiduciary responsibilities (other than trustee responsibilities). The term "trustee responsibilities" as used herein shall have the meaning set forth in ERISA Section 405(c). The preceding provisions of this subsection 11.2(a) shall not limit the authority of the Committee to appoint one or more Investment Managers in accordance with Section 11.4.

(b) To designate agents to carry out responsibilities relating to the Plan, other than fiduciary responsibilities.

(c) To employ such legal, actuarial, medical, accounting, clerical and other assistance as it may deem appropriate in carrying out the provisions of this Plan, including one or more persons to render advice with regard to any responsibility any Named Fiduciary or any other fiduciary may have under the Plan.

(d) To establish rules and regulations from time to time for the conduct of the Committee's business and the administration and effectuation of this Plan.

(e) To administer, interpret, construe and apply this Plan and to decide all questions which may arise or which may be raised under this Plan by any Employee, Participant, former Participant, Beneficiary or other person whatsoever; including, but not limited to, all questions relating to eligibility to participate in the Plan, the amount of Service of any Participant, and the amount of benefits to which any Participant or his Beneficiary may be entitled,

(f) To determine the manner in which the assets of this Plan, or any part thereof, shall be disbursed.

(g) To appoint or remove one or more Investment Managers, as provided in Section 11.4.

(h) To select a funding vehicle, including but not limited to a mutual fund or a guaranteed investment contract with an insurance company, for any Investment Fund established by the Committee under Section 7.3 that is not under the management and control of an Investment Manager appointed by the Committee.

(i) To perform or cause to be performed such further acts as it may deem to be necessary, appropriate or convenient in the efficient administration of the Plan.

Any action taken by the Committee in the exercise of authority conferred upon it by this Plan shall be conclusive and binding upon the Participants and their Beneficiaries. All discretionary powers conferred upon the Committee shall be absolute, subject only to the limitation that such powers may not be exercised in an arbitrary and capricious manner.

11.3 Correcting Administrative Errors. If, with respect to any Plan Year, an administrative error results in a Participant's Account not being properly credited with the amounts of contributions, allocations, or earnings or an Eligible Employee is erroneously omitted, solely for the purpose of placing the Participant's Account in the position that the Account would have been in if no error had been made, (i) the Participating Employer may in its discretion make additional contributions to such Participant's Account, or (ii) the Committee may in its discretion allocate or reallocate existing contributions, allocations, or earnings among the Accounts of affected Participants, to the extent allowed by law. If an administrative error results in an amount being credited to a Participant's Account or any other individual, including a person who is not an Eligible Employee, who is not entitled thereto, corrective action may be taken by the Committee in its discretion, including but not limited to forfeit amounts erroneously credited, reallocate such amounts among other Participants, or take such other corrective action as is appropriate under the circumstances. To the extent amounts contributed by a Participating Employer under this Section are attributable to lost earnings, such contributions shall not be deemed to be annual additions under the Plan. In all events, such corrections may be corrected through the use of the IRS Employee Plans Compliance Resolution System, the Department of Labor Voluntary Fiduciary Correction Program, or any other similar program of the IRS, or Department of Labor, or other applicable agency.

11.4 Investment Manager.

(a) The Committee, by action reflected in the minutes thereof, may appoint one or more Investment Managers, as defined in ERISA Section 3(38), to manage all or a portion of the assets of the Plan.

(b) An Investment Manager shall discharge its duties in accordance with applicable law and in particular in accordance with ERISA Section 404(a)(1).

(c) An Investment Manager, when appointed, shall have full power to manage the assets of the Plan for which it has responsibility, and neither the Company, a Participating Employer nor the Committee shall thereafter have any responsibility for the management of those assets.

11.5 Committee Procedure.

(a) A majority of the members of the Committee as constituted at any time shall constitute a quorum, and any action by a majority of the members present at any meeting, or authorized by a majority of the members in writing without a meeting, shall constitute the action of the Committee.

(b) The Committee may designate certain of its members as authorized to execute any document or documents on behalf of the Committee, in which event the Committee shall notify the Trustee of this action and the name or names of the designated members. The Trustee, Company, a Participating Employer, Participants, Beneficiaries, and any other party dealing with the Committee may accept and rely upon any document executed by the designated members as representing action by the Committee until the Committee shall file with the Trustee a written revocation of the authorization of the designated members.

11.6 Compensation of Committee.

(a) Members of the Committee shall serve without compensation unless the Board of Directors shall otherwise determine. However, in no event shall any member of the Committee who is an Employee receive compensation from the Plan for his services as a member of the Committee.

(b) All members shall be reimbursed for any necessary or appropriate expenditures incurred in the discharge of duties as members of the Committee.

(c) The compensation or fees, as the case may be, of all officers, agents, counsel, the Trustee, or other persons retained or employed by the Committee shall be fixed by the Committee.

11.7 Resignation and Removal of Members. Any member of the Committee may resign at any time by delivering a written resignation to the Chairperson of the Committee. Any such resignation shall be effective not earlier than ten (10) days after the date of delivery thereof to the Chairperson, unless the Chairperson agrees to an earlier effective date. Any member of the Committee may, at any time, be removed by the Board of Directors.

11.8 Appointment of Successors.

(a) Upon the death, resignation, or removal of any Committee member, the Board of Directors may appoint a successor.

(b) Notice of appointment of a successor member shall be given by the Board of Directors in writing to the Trustee and to the members of the Committee.

11.9 <u>Records</u>. The Committee shall keep a record of all its proceedings and shall keep, or cause to be kept, all such books, accounts, records or other data as may be necessary or advisable in its judgment for the administration of the Plan and to properly reflect the affairs thereof

11.10 <u>Reliance Upon Documents and Opinions</u>.

(a) The members of the Committee, the Board of Directors, the Company, a Participating Employer and any person delegated under the provisions hereof to carry out any fiduciary responsibilities under the Plan ("delegated fiduciary"), shall be entitled to rely upon any tables, valuations, computations, estimates, certificates and reports furnished by any consultant, or firm or corporation which employs one or more consultants, upon any opinions furnished by legal counsel, and upon any reports furnished by the Trustee. The members of the Committee, the Board of Directors, the Company, a Participating Employer and any delegated fiduciary shall be fully protected and shall not be liable in any manner whatsoever for anything done or action taken or suffered in reliance upon any such consultant or firm or corporation which employs one or more consultants, Trustee, or counsel.

(b) Any and all such things done or actions taken or suffered by the Committee, the Board of Directors, the Company, a Participating Employer and any delegated fiduciary shall be conclusive and binding on all Employees, Participants, Beneficiaries, and any other persons whomsoever, except as otherwise provided by law.

(c) The Committee and any delegated fiduciary may, but are not required to, rely upon all records of the Company or a Participating Employer with respect to any matter or thing whatsoever, and may likewise treat those records as conclusive with respect to all Employees, Participants, Beneficiaries, and any other persons whomsoever, except as otherwise provided by law.

11.11 <u>Requirement of Proof</u>. The Committee, the Company or a Participating Employer may require satisfactory proof of any matter under this Plan from or with respect to any Employee, Participant, or Beneficiary, and no person shall acquire any rights or be entitled to receive any benefits under this Plan until the required proof shall be furnished.

11.12 <u>Reliance on Committee Memorandum</u>. Any person dealing with the Committee may rely on and shall be fully protected in relying on a certificate or memorandum in writing signed by any Committee member or other person so authorized, or by the majority of the members of the Committee, as constituted as of the date of the certificate or memorandum, as evidence of any action taken or resolution adopted by the Committee.

11.13 <u>Multiple Fiduciary Capacity</u>. Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

11.14 Limitation on Liability.

(a) Except as provided in Part 4 of Title I of ERISA, no person shall be subject to any liability with respect to his duties under the Plan unless he acts fraudulently or in bad faith.

(b) No person shall be liable for any breach of fiduciary responsibility resulting from the act or omission of any other fiduciary or any person to whom fiduciary responsibilities have been allocated or delegated, except as provided in Part 4 of Title I of ERISA.

(c) No action or responsibility shall be deemed to be a fiduciary action or responsibility except to the extent required by ERISA.

11.15 Indemnification.

(a) To the extent permitted by law, the Company shall indemnify each member of the Board of Directors and the Committee, and any other Employee of the Company or a Participating Employer with duties under the Plan, against expenses (including any amount paid in settlement) reasonably incurred by him in connection with any claims against him by reason of his conduct in the performance of his duties under the Plan, except in relation to matters as to which he acted fraudulently or in bad faith in the performance of such duties. The preceding right of indemnification shall pass to the estate of such a person.

(b) The preceding right of indemnification shall be in addition to any other right to which the Board of Directors member or Committee member or other person may be entitled as a matter of law or otherwise.

11.16 Bonding.

(a) Except as is prescribed by the Board of Directors, as provided in ERISA Section 412, or as may be, required under any other applicable law, no bond or other security shall be required by any member of the Committee, or any other fiduciary under this Plan.

(b) Notwithstanding the foregoing, for purposes of satisfying its indemnity obligations under Section 11.15, the Company may (but need not) purchase and pay premiums for one or more policies of insurance. However, this insurance shall not release the Company from its liability under the indemnification provisions.

11.17 Prohibition Against Certain Actions.

(a) To the extent prohibited by law, in administering this Plan the Committee shall not discriminate in favor of any class of Employees and particularly it shall not discriminate in favor of Highly Compensated Employees, or Employees who are officers or shareholders of the Company or of a Participating Employer.

(b) The Committee shall not knowingly cause the Plan to engage in any transaction that constitutes a nonexempt prohibited transaction under Code Section 4975(c) or ERISA Section 406(a).

(c) All individuals who are fiduciaries with respect to the Plan (as defined in ERISA Section 3(21)) shall discharge their fiduciary duties in accordance with applicable law, and in particular, in accordance with the standards of conduct contained in ERISA Section 404.

11.18 Plan Expenses. All expenses incurred in the establishment, administration and operation of the Plan, including but not limited to the expenses incurred by the members of the Committee in exercising their duties, shall be charged to the Trust Fund and allocated to Participants' Accounts as determined by the Committee, but shall be paid by the Company, if not paid by the Trust Fund.

11.19 Participant Loans. The Committee is authorized, in its discretion, to adopt a Participant loan program in conformity with Department of Labor Regulation Section 2550.408b-1. Such loan program shall be established by the Committee adopting a written loan program document that shall be deemed a part of this Plan and which contains the following information:

(a) the identity of the person or position authorized to administer the program;

(b) the procedure for applying for loans;

(c) the basis on which loans will be approved or denied;

(d) any limitations on the types of loans offered;

(e) the procedure under the program for determining a reasonable rate of interest;

(f) the types of collateral which may secure a Participant loan; and

(g) the events constituting default and the steps that will be taken to preserve Plan assets in the event of default.

In the case of a Participant, any portion of whose benefits are subject to Section 9.12, the use of any portion of such a Participant's Account as security for a loan granted from this Plan, shall be consented to in writing by the Spouse of such Participant during the 90-day period ending on the date on which the loan is to be secured.

ARTICLE 12
MERGER OF COMPANY; MERGER OF PLAN

12.1 Effect of Reorganization or Transfer of Assets. In the event of a consolidation, merger, sale, liquidation, or other transfer of the operating assets of the Company to any other company, the ultimate successor or successors to the business of the Company shall automatically be deemed to have elected to continue this Plan in full force and effect, in the same manner as if the Plan had been adopted by resolution of its board of directors, unless the successor(s), by resolution of its board of directors, shall elect not to so continue this Plan in effect, in which case the Plan shall automatically be deemed terminated as of the applicable effective date set forth in the board resolution.

12.2 Merger Restriction. Notwithstanding any other provision in this Article, this Plan shall not in whole or in part merge or consolidate with, or transfer its assets or liabilities to any other plan unless each affected Participant in this Plan would receive a benefit immediately after the merger, consolidation, or transfer (if the Plan then terminated) which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation, or transfer (if the Plan had then terminated).

ARTICLE 13
PLAN TERMINATION AND DISCONTINUANCE OF CONTRIBUTIONS

13.1 Plan Termination.

(a) Termination Procedures.

(i) Subject to the following provisions of this Section 13.1, the Company may terminate the Plan and the Trust Agreements at any time and the Committee shall deliver written notification to the Trustee of such termination.

(ii) The Plan and Trust Agreements may terminate if the Company merges into any other corporation, if as the result of the merger the entity of the Company ceases, and the Plan is terminated pursuant to the rules of Section 12.1.

(b) Upon and after the effective date of the termination, the Company and all Participating Employers shall not make any further contributions under the Plan and no contributions need be made by the Company or any Participating Employer applicable to the Plan Year in which the termination occurs, except as may otherwise be required by law.

(c) The rights of all affected Participants to benefits accrued to the date of termination of the Plan shall automatically become fully vested as of that date, to the extent required to comply with the requirements of Code Section 411.

13.2 Discontinuance of Contributions.

(a) In the event a Participating Employer decides it is impossible or inadvisable for business reasons to continue to make Participating Employer contributions under the Plan, the Participating Employer may discontinue contributions to the Plan. On and after the effective date of this discontinuance, the Participating Employer shall not make any further Participating Employer contributions under the Plan and no Participating Employer contributions need be made by the Participating Employer with respect to the Plan Year in which the discontinuance occurs, except as may otherwise be required by law.

(b) The discontinuance of Participating Employer contributions on the part of a Participating Employer shall not terminate the Plan as to the funds and assets then held by the Trustee, or operate to accelerate any payments of distributions to or for the benefit of Participants or Beneficiaries, and the Trustee shall continue to administer the Trust Fund in accordance with the provisions of the Plan until all of the obligations under the Plan have been discharged and satisfied.

(c) However, if this discontinuance of Participating Employer contributions shall cause the Plan to lose its status as a qualified plan under Code Section 401(a), the Plan shall be terminated in accordance with the provisions of this Article 13.

(d) On and after the effective date of a discontinuance of Participating Employer contributions, the rights of all affected Participants to benefits accrued to that date, to the extent funded as of that date, shall automatically become fully vested as of that date, to the extent required to comply with the requirements of Code Section 411.

13.3 Rights of Participants. In the event of the termination of the Plan, for any cause whatsoever, all assets of the Plan, after payment of expenses, shall be used for the exclusive benefit of Participants and their Beneficiaries and no part thereof shall be returned to the Company, except as provided in Section 5.3 of this Plan.

13.4 Trustee's Duties on Termination.

(a) On or before the effective date of termination of this Plan, the Trustee shall proceed as soon as possible, but in any event within six (6) months from the effective date, to reduce all of the assets of the Trust Fund to cash and/or common stock and other securities in such proportions as the Committee shall determine after approval by the Internal Revenue Service, if necessary or desirable.

(b) After first deducting the estimated expenses for liquidation and distribution chargeable to the Trust Fund, and after setting aside a reasonable reserve for expenses and liabilities (absolute or contingent) of the Trust, the Committee shall make required allocations of items of income and expense to the Accounts.

(c) Following these allocations, the Trustee shall promptly, after receipt of appropriate instructions from the Committee, distribute in accordance with Section 9.6 to each Participant a benefit equal to the amount credited to his Accounts as of the date of completion of the liquidation.

(d) The Trustee and the Committee shall continue to function as such for such period of time as may be necessary for the winding up of this Plan and for the making of distributions in accordance with the provisions of this Plan.

(e) Notwithstanding the foregoing, the Committee may direct the Trustee to continue to hold the assets of the Trust Fund until benefits become payable under the terms of the Plan, or until such earlier date as may be determined by the Committee.

13.5 Partial Termination.

(a) In the event of a partial termination of the Plan within the meaning of Code Section 411(d)(3), the interests of affected Participants in the Trust Fund, as of the date of the partial termination, shall become non-forfeitable as of that date.

(b) That portion of the assets of the Plan affected by the partial termination shall be used exclusively for the benefit of the affected Participants and their Beneficiaries, and no part thereof shall otherwise be applied.

(c) With respect to Plan assets and Participants affected by a partial termination, the Committee and the Trustee shall follow the same procedures and take the same actions prescribed in this Article 13 in the case of a total termination of the Plan.

13.6 Failure to Contribute. The failure of a Participating Employer to contribute to the Trust in any year, if contributions are not required under the Plan for that year, shall not constitute a complete discontinuance of contributions to the Plan.

ARTICLE 14
APPLICATION FOR BENEFITS

14.1 Application for Benefits. The Plan Administrator may require any person claiming benefits under the Plan to submit an application thereof, together with such documents and information as the Plan Administrator may require. In the case of any person suffering from a disability which prevents the claimant from making personal application for benefits, the Plan Administrator shall permit another person acting on his behalf to submit the application.

14.2 Action-on Application.

(a) Within ninety days following receipt of an application and all necessary documents and information, the Plan Administrator or its authorized delegate reviewing the claim shall furnish the claimant with written notice of the decision rendered with respect to the application. If special circumstances require an extension of time for processing the claim and written notice is given to the claimant of such extension, and such notice describes the circumstances requiring the extension and the date the Plan Administrator expects to render a final decision, then a decision shall be rendered not later than one hundred eighty days after receipt of a request for review.

(b) In the case of a denial of the claimant's application, the written notice shall set forth:

(i) The specific reasons for the denial, with reference to the Plan provisions upon which the denial is based;

(ii) A description of any additional information or material necessary for perfection of the application (together with an explanation why the material or information is necessary); and

(iii) An explanation of the Plan's claim review procedure.

(c) A claimant who wishes to contest the denial of his application for benefits or to contest the amount of benefits payable to him shall follow the procedures for an appeal of benefits as set forth in Section 14.3 below, and must exhaust such administrative procedures prior to seeking any other form of relief.

14.3 Appeals.

(a) General.

(i) A claimant who does not agree with the decision rendered with respect to his application may appeal the decision to the Plan Administrator.

(ii) The appeal shall be made, in writing, within sixty (60) days after the date of notice of the decision with respect to the application.

(iii) If the application has neither been approved nor denied within the ninety day period provided in Section 14.2 above, then the appeal shall be made within sixty (60) days after the expiration of the ninety (90) day period.

(b) The claimant may request that his application be given full and fair review by the Plan Administrator. The claimant may review all pertinent documents and submit issues and comments in writing in connection with the appeal.

(c) The decision of the Plan Administrator shall be made promptly, and not later than sixty days after the Plan Administrator's receipt of a request for review, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered as soon as possible, but not later than one hundred twenty days after receipt of a request for review.

(d) The decision on review shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant with specific reference to the pertinent Plan provisions upon which the decision is based.

14.4 Disability Claims. The provisions of this Section 14.4 shall apply to claims based on a Total and Permanent Disability pursuant to Section 9.3.

(a) Any review of an appeal of a denied claim must meet the following standards: the review does not afford deference to the initial adverse benefit determination; the review is conducted by an appropriate named fiduciary who is nether the party who made the initial adverse benefit determination that is the subject of the appeal nor a subordinate of such party; the review provides that the appropriate named fiduciary shall consult with health care professionals with appropriate training and experience in the field of medicine involved in the medical judgment in deciding the appeal of an adverse benefit determination that is based in whole or in part on a medical judgment; and the review provides, upon the claimant's request, for the identification of the medical or vocational experts whose advice was obtained in connection with the claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the determination.

(b) The 90-day period described in Section 14.2 and subsection 14.3(a) above shall be shortened to 45 days. The 45-day period may be extended by 30 days if the Plan Administrator determines the extension is necessary because of circumstances outside the Plan's control, and the claimant is notified prior to the end of the 45-day period. If prior to the end of the 30-day extension period, the Plan Administrator determines that additional time is necessary, the period may be extended for a second 30-day period, provided the claimant is notified prior to the end of the first 30-day extension period and such notice specifies the circumstances requiring the extension and the date as of which the Plan expects to render a decision.

(c) The 60-day period described in subsection 14.3(a) shall be extended to 180 days.

(d) The 60-day period described in subsection 14.3(c) above shall be shortened to 45 days. The 45-day period may be extended by an additional 45 days if the Plan Administrator determines the extension is necessary because of circumstances outside the Plan's control, and the claimant is notified prior to the end of the initial 45-day period.

ARTICLE 15
LIMITATIONS ON CONTRIBUTIONS

15.1 General Rule.

(a) Notwithstanding anything to the contrary contained in this Plan, in accordance with the requirements of Code Section 415 and the final regulations issued on April 5, 2007 thereunder (which are hereby incorporated by reference), and except to the extent permitted under Code Section 414(v), if applicable, the total Annual Additions that may be contributed or allocated under this Plan to a Participant's Accounts for any Limitation Year shall not exceed the lesser of:

(i) $54,000 (as adjusted at the same time and in the same manlier as under Code Section 415(d)); or

(ii) 100% of the Participant's 415 Compensation for such Limitation Year.

The 415 Compensation limit referred to above shall not apply to any contribution for medical benefits after separation from service (within the meaning of Code Section 401(h) or 419A(f)(2)) that is otherwise treated as an Annual Addition.

(b) For purposes of this Article 15, the Company has elected a "Limitation Year" corresponding to the Plan Year.

15.2 Annual Additions. For purposes of Section 15.1, the term "Annual Additions" shall mean, for any Plan Year, the sum of (i) the amount credited to the Participant's Accounts from Participating Employer contributions for such Plan Year; (ii) any Employee Contributions for the Plan Year; (iii) any amounts described in Code Section 415(1)(1) or 419(A)(d)(2); and (iv) any amounts described in Code Section 414(v) and subsection 4.1(c) of the Plan. The term "Employee Contributions," for purposes of the preceding sentence, shall mean amounts considered contributed by the Employee and which do not qualify for tax deferral treatment under Code Section 401(k).

15.3 Other Defined Contribution Plans. If a Participating Employer or an Affiliated Company is contributing to any other defined contribution plan (as defined in Code Section 415(i)) for its Employees, some or all of whom may be Participants in this Plan, then the total Annual Additions limits specified in Section 15.1 shall be adjusted as follows:

(a) First, if the Participant is participating in another tax-qualified defined contribution plan maintained by any Participating Employer or an Affiliated Company (as modified by the application of Code Section 415(h)) within the same Limitation Year, and the provisions of such other defined contribution plan explicitly require that the annual additions (within the meaning of Code Section 415(c)(2)) of such defined contribution plan be reduced in such a situation, the otherwise applicable limitation on annual additions (within the meaning of Code Section 415(0(2)) under such other defined contribution plan for that Limitation Year shall be first reduced by the amount of Annual Additions allocated under the Plan for that Limitation Year; and

(b) Second, the Annual Additions limits specified in Section 15.1 shall be reduced by the amount of any annual additions (within the meaning of Code Section 415(c)(2)) a Participant receives as a participant in another tax-qualified defined contribution plan maintained by any Participating Employer or Affiliated Company (as modified by the application of Code Section 415(h)), aside from such plans referenced in subsection 15.3(a).

15.4 Correction of Excess Annual Additions. If the limitations with respect to Annual Additions (within the meaning of Code Section 415) set forth in this Article 15 are exceeded for any Participant, then the Plan shall correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2016-51 or any superseding guidance.

15.5 Correction of Excess Amounts. Any excess Compensation Deferral Contributions by a Participant and any excess Matching Contributions on behalf of a Participant for any Plan Year shall be corrected in the manner described in Section 15.4.

15.6 Affiliated Company. For purposes of this Article 15, the status of an entity as an Affiliated Company shall be determined by reference to the percentage tests set forth in Code Section 415(h).

ARTICLE 16
RESTRICTION ON ALIENATION

16.1 General Restrictions Against Alienation.

(a) The interest of any Participant or Beneficiary in the income, benefits, payments, claims or rights hereunder, or in the Trust Fund shall not in any event be subject to sale, assignment, hypothecation, or transfer. Each Participant and Beneficiary is prohibited from anticipating, encumbering, assigning, or in any manner alienating his interest under the Trust Fund, and is without power to do so, except as may otherwise be provided for in the Trust Agreement. The interest of any Participant or Beneficiary shall not be liable or subject to his debts, liabilities, or obligations, now contracted, or which may be subsequently contracted. The interest of any Participant or Beneficiary shall be free from all claims, liabilities, bankruptcy proceedings, or other legal process now or hereafter incurred or arising; and the interest or any part thereof, shall not be subject to any judgment rendered against the Participant or Beneficiary.

(b) In the event any person attempts to take any action contrary to this Article 16, that action shall be void and the Company, a Participating Employer, the Committee, the Trustees and all Participants and their Beneficiaries, may disregard that action and are not in any manner bound thereby, and they, and each of them separately, shall suffer no liability for any disregard of that action, and shall be reimbursed on demand out of the Trust Fund for the amount of any loss, cost or expense incurred as a result of disregarding or of acting in disregard of that action.

(c) The preceding provisions of this Section 16.1 shall be interpreted and applied by the Committee in accordance with the requirements of Code Section 401(a)(13) as construed and interpreted by authoritative judicial and administrative rulings and regulations.

16.2 Nonconforming Distributions Under Court Order.

(a) In the event that a court with jurisdiction over the Plan and the Trust Fund shall issue an order or render a judgment requiring that all or part of a Participant's interest under the Plan and in the Trust Fund be paid to a Spouse, former Spouse and/or children of the Participant by reason of or in connection with the marital dissolution and/or marital separation of the Participant and the Spouse, and/or some other similar proceeding involving marital rights and property interests, then notwithstanding the provisions of Section 16.1, the Committee may, in its absolute discretion, direct the applicable Trustee to comply with that court order or judgment and distribute assets of the Trust Fund in accordance therewith.

(b) The Committee's decision with respect to compliance with any such court order or judgment shall be made in its absolute discretion and shall be binding upon the Trustee and all Participants and their Beneficiaries; provided, however, that the Committee in the exercise of its discretion shall not make payments in accordance with the terms of an order which is not a "qualified domestic relations order" or which the Committee determines would jeopardize the continued qualification of the Plan and Trust under Code Section 401.

(c) Neither the Plan, the Company, a Participating Employer, the Committee nor the Trustee shall be liable in any manner to any person, including any Participant or Beneficiary, for complying with any such court order or judgment.

(d) Nothing in this Section 16.2 shall be interpreted as placing upon the Company, a Participating Employer, the Committee or any Trustee any duty or obligation to comply with any such court order or judgment, The Committee may, if in its absolute discretion it deems it to be in the best interests of the Plan and the Participants, determine that any such court order or judgment shall be resisted by means of judicial appeal or other available judicial remedy, and in that event the Trustee shall act in accordance with the Committee's directions.

(e) The Committee shall adopt procedures and provide notifications to a Participant and alternate payees in connection with a "qualified domestic relations order," to the extent required under Code Section 414(p).

ARTICLE 17
PLAN AMENDMENTS

17.1 Amendments. The Company may at any time, and from time to time, amend in whole or in part any or all of the provisions of the Plan. Notwithstanding the foregoing, no amendment shall be made at any time, the effect of which would be:

(a) To cause any assets of the Trust Fund to be used for or diverted to purposes other than providing benefits to the Participants and their Beneficiaries, and defraying reasonable expenses of administering the Plan, except as provided in Section 5.3;

(b) To have any retroactive effect so as to deprive any Participant or Beneficiary of any Vested Interest to which he would be entitled under this Plan if his employment were terminated immediately before the amendment, to the extent so doing would contravene Code Section 411(d)(6);

(c) To eliminate or reduce a subsidy or early retirement benefit or an optional form of benefit to the extent so doing would contravene Code Section 411(d)(6); or

(d) To increase the responsibilities or liabilities of a Trustee or an Investment Manager without his written consent.

ARTICLE 18
MISCELLANEOUS

18.1 No Enlargement of Employee Rights.

(a) This Plan is strictly a voluntary undertaking on the part of the Participating Employers and shall not be deemed to constitute a contract between a Participating Employer or any Affiliated Company and any Employee, or to be consideration for, or an inducement to, or a condition of, the employment of any Employee.

(b) Nothing contained in this Plan or the Trust shall be deemed to give any Employee the right to be retained in the employ of any Participating Employer or an Affiliated Company or to interfere with the right of the Participating Employer or an Affiliated Company to discharge or retire any Employee at any time.

(c) No Employee, nor any other person, shall have any right to or interest in any portion of the Trust Fund other than as specifically provided in this Plan.

18.2 Mailing of Payments; Lapsed Benefits.

(a) All payments under the Plan shall be delivered in person or mailed to the last address of the Participant (or, in the case of the death of the Participant, to the last address of any other person entitled to such payments under the terms of the Plan) furnished pursuant to Section 18.3 below.

(b) In the event a benefit is payable under this Plan to a Participant, Beneficiary or any other person and after reasonable efforts such person cannot be located for the purpose of paying the benefit for a period of seven (7) consecutive years, the person conclusively shall be presumed to be missing and upon the termination of such seven (7) year period the benefit shall be forfeited and as soon thereafter as practicable shall be paid to the appropriate state agency pursuant to the escheat laws of the state entitled to such payment.

(c) For purposes of this Section 18.2, the term “Beneficiary” shall include any person entitled under Section 9.8 to receive the interest of a deceased Participant or deceased designated Beneficiary.

(d) A Participant’s Account shall continue to be maintained until the amounts in the Accounts are paid to the Participant or his Beneficiary. Notwithstanding the foregoing, in the event the Plan is terminated, the following rules shall apply:

(i) All Participants (including Participants who have not previously claimed their benefits under the Plan) shall be notified of their right to receive a distribution of their interests in the Plan;

(ii) All Participants shall be given a reasonable length of time, which shall be specified in the notice, in which to claim their benefits;

(iii) All Participants (and their Beneficiaries) who do not claim their benefits within the designated time period shall be presumed missing. The Accounts of such Participants shall be paid in accordance with Section 9.8 and if the Plan is unable to locate the Beneficiary or Participant's estate, such Accounts shall be forfeited at such time. These forfeitures shall be disposed of according to rules prescribed by the Committee, which rules shall be consistent with applicable law.

(iv) The Committee shall prescribe such rules as it may deem necessary or appropriate with respect to the notice and forfeiture rules stated above.

(e) Should it be determined that the preceding rules relating to forfeiture of benefits upon Plan termination are inconsistent with any of the provisions of the Code and/or ERISA, such provisions shall become inoperative without the need for a Plan amendment and the Committee shall prescribe rules that are consistent with the applicable provisions of the Code and/or ERISA.

18.3 Addresses. Each Participant shall be responsible for furnishing the Committee with his correct current address and the correct current name and address of his Beneficiary or Beneficiaries.

18.4 Notices and Communications.

(a) All applications, notices, designations, elections, and other communications from Participants shall be in writing, on forms prescribed by the Committee and shall be mailed or delivered to the office designated by the Committee and shall be deemed to have been given when received by that office.

(b) Each notice, report, remittance, statement and other communication directed to a Participant or Beneficiary shall be in writing and may be delivered in person or by mail. An item shall be deemed to have been delivered and received by the Participant when it is deposited in the United States mail with postage prepaid, addressed to the Participant or Beneficiary at his last address of record with the Committee.

18.5 Reporting and Disclosure. The Plan Administrator shall be responsible for the reporting and disclosure of information required to be reported or disclosed by the Plan Administrator pursuant to ERISA or any other applicable law.

18.6 Interpretation.

(a) Article and Section headings are for convenient reference only and shall not be deemed to be part of the substance of this instrument or in any way to enlarge or limit the contents of any Article or Section. Unless the context clearly indicates otherwise, masculine gender shall include the feminine, and the singular shall include the plural and the plural the singular.

(b) The provisions of this Plan shall in all cases be interpreted in a manner that is consistent with this Plan satisfying the requirements of Code Sections 401(a) and 401(k) and related statutes for qualification as a qualified cash or deferred arrangement.

18.7 Withholding for Taxes. Any payments out of the Trust Fund may be subject to withholding for taxes as may be required by any applicable federal or state law.

18.8 Limitation on Company, Participating Employer, Committee and Trustee Liability. Any benefits payable under this Plan shall be paid or provided for solely from the Trust Fund and neither the Company, any Participating Employer, the Committee nor the Trustee assume any responsibility for the sufficiency of the assets of the Trust to provide the benefits payable hereunder.

18.9 Successors and Assigns. This Plan and the Trust established hereunder shall inure to the benefit of, and be binding upon, the parties hereto and their successors and assigns.

18.10 Counterparts. This Plan document may be executed in any number of identical counterparts, each of which shall be deemed a complete original in itself and may be introduced in evidence or used for any other purpose without the production of any other counterparts.

18.11 Military Service. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u) and the Heroes Earnings Assistance and Relief Tax Act of 2008.

ARTICLE 19
TOP-HEAVY PLAN RULES

19.1 Applicability.

(a) Notwithstanding any provision in this Plan to the contrary, the provisions of this Article 19 shall apply in the case of any Plan Year in which the Plan is determined to be a Top-Heavy Plan under the rules of Section 19.3. The determination of whether this Plan is a Top Heavy Plan shall be made on a Participating Employer-by-Participating Employer basis provided such Participating Employer is not in the Company's controlled group as defined under the Code. For Plan Years on and after January 1, 2002, the provisions of Section 19.7 shall govern over any contrary provision in this Article 19.

(b) Except as is expressly provided to the contrary, for purposes of this Article 19, the term "Participating Employer" shall include all Affiliated Companies of each Participating Employer.

19.2 Definitions.

(a) For purposes of this Article 19, the term "Key Employee" shall mean any Employee or former Employee who, at any time during the Plan Year or any of the four (4) preceding Plan Years, is or was -

(i) An officer of a Participating Employer having an annual compensation greater than fifty percent (50%) of the amount in effect under Code Section 415(b)(1)(A) for this Plan Year. However, no more than fifty (50) Employees (or, if lesser, the greater of three (3) or ten percent (10%) of the Employees) shall be treated as officers;

(ii) One of the ten (10) Employees having annual compensation from a Participating Employer of more than the limitation in effect under Code Section 41.5(c)(1)(A) and owning (or considered as owning within the meaning of Code Section 318) the largest interests in a Participating Employer. For this purpose, if two (2) Employees have the same interest in a Participating Employer, the Employee having greater annual compensation from the Participating Employer shall be treated as having a larger interest;

(iii) A Five Percent Owner of a Participating Employer; or

(iv) A One Percent Owner of a Participating Employer having an annual compensation from the Participating Employer of more than one hundred fifty thousand dollars ($150,000).

(b) For purposes of this Section 19.2, the term "Five Percent Owner" means any person who owns (or is considered as owning within the meaning of Code Section 318) more than five percent (5%) of the outstanding stock of a Participating Employer or stock possessing more than five percent (5%) of the total combined voting power of all stock of a Participating Employer. The rules of Code Sections 414(b), (c), and (m) shall not apply for purposes of applying these ownership rules. Thus, this ownership test shall be applied separately with respect to every Affiliated Company.

(c) For purposes of this Section 19.2, the term “One Percent Owner” means any person who would be described in subsection 19.2(b) if “one percent (1%)” were substituted for “five percent (5%)” each place where it appears therein.

(d) For purposes of this Section 19.2, the rules of Code Section 318(a)(2)(C) shall be applied by substituting “five percent (5%)” for “fifty percent (50%).”

(e) For purposes of this Article 19, the term “Non-Key Employee” shall mean any Employee who is not a Key Employee.

(f) For purposes of this Article 19, the terms “Key Employee” and “Non-Key Employee” include their Beneficiaries.

19.3 Top-Heavy Status.

(a) The term “Top-Heavy Plan” means, with respect to any Plan Year —

(i) Any defined benefit plan if, as of the Determination Date, the present value of the cumulative accrued benefits under the Plan for Key Employees exceeds’ sixty percent (60%) of the present value of the cumulative accrued benefits under the plan for all Employees, and

(ii) Any defined contribution plan if, as of the Determination Date, the aggregate of the account balances of Key Employees under the Plan exceeds sixty percent (60%) of the present value of the aggregate of the account balances of all Employees under the plan.

For purposes of this subsection 19.3(a), the term “Determination Date” means, with respect to any Plan Year, the last day of the preceding Plan Year. In the case of the first Plan Year of any plan, the term “Determination Date” shall mean the last day of that Plan Year. The present value of account balances under a defined contribution plan shall be determined as of the most recent valuation date. The present value of accrued benefits under a defined benefit plan shall be determined as of the same valuation date as used for computing plan costs for minimum funding. The present value of the cumulative accrued benefits of a Non-Key Employee shall be determined under either:

(iii) the method, if any, that uniformly applies for accrual purposes under all plans maintained by affiliated companies, within the meaning of Code Section 414(b), (c), (m) or (o); or

(iv) if there is no such method, as if such benefit accrued not more rapidly than the lowest accrual rate permitted under the fractional accrual rate of Code Section 411(b)(1)(C).

(b) Each plan maintained by a Participating Employer required to be included in an Aggregation Group shall be treated as a Top-Heavy Plan if the Aggregation Group is a Top-Heavy Group. If the Aggregation Group is not a Top-Heavy Group no plan in such group shall be a Top-Heavy Plan.

(i) The term “Aggregation Group” means —

(A) Each Plan of a Participating Employer in which a Key Employee is a Participant, and

(B) Each other plan of a Participating Employer which enables any plan described in paragraph (A) to meet the requirements of Code Section 401(a)(4) or 410.

Also, any plan not required to be included in an Aggregation Group under the preceding rules may be treated as being part of such group if the group would continue to meet the requirements of Code Sections 401(a)(4) and 410 with the Plan being taken into account.

(ii) The term “Top-Heavy Group” means any Aggregation Group if the sum (as of the Determination Date) of

(A) The present value of the cumulative accrued benefits for Key Employees under all defined benefit plans included in the group, and

(B) The aggregate of the account balances of Key Employees under all defined contribution plans included in the group exceeds sixty percent (60%) of a similar sum determined for all Employees.

(iii) For purposes of determining -

(A) The present value of the cumulative accrued benefit of any Employee, or

(B) The amount of the account balance of any Employee,

such present value or amount shall be increased by the aggregate distributions made with respect to the Employee under the plan during the five (5) year period ending on the Determination Date. The preceding rule shall also apply to distributions under a terminated plan which, if it had not been terminated, would have been required to be included in an Aggregation Group. Also, any rollover contribution or similar transfer initiated by the Employee and made after December 31, 1983 to a plan shall not be taken into account with respect to the transferee plan for purposes of determining whether such plan is a Top-Heavy Plan (or whether any Aggregation Group which includes such plan is a Top-Heavy Group).

(c) If any individual is a Non-Key Employee with respect to any plan for any Plan year, but the individual was a Key Employee with respect to the Plan for any prior Plan Year, any accrued benefit for the individual (and the account balance of the individual) shall not be taken into account for purposes of this Section 19.3.

(d) If any individual has not received any Compensation from the Participating Employer (other than benefits under the Plan) at any time during the five (5) year period ending on the Determination Date, any accrued benefit for such individual (and the account balance of the individual) shall not be taken into account for Purposes of this Section 19.3. If an individual who previously was an Employee is reemployed after the above five year period, such Employee's accrued benefit and account balance shall be included in determining the top heavy ratio.

19.4 Minimum Contributions. For each Plan Year in which the Plan is Top-Heavy, the minimum contributions for that year shall be determined in accordance with the rules of this Section 19.4.

(a) Except as provided below, the minimum contribution (including amounts deferred under a cash or deferred arrangement under Code Section 401(k)) for each Non-Key Employee who has not separated from Service as of the last day of the Plan Year shall be not less than three percent (3%) of his Compensation, regardless of whether the Non-Key Employee has less than 1,000 Hours of Service during such Plan Year or elected to make Compensation Deferral Contributions to the Plan for such year.

(b) Subject to the following rules of this subsection 19.4(b), the percentage set forth in subsection 19.4(a) above shall not be required to exceed the percentage at which contributions (including amounts deferred under a cash or deferred arrangement under Code Section 401(k)) are made (or are required to be made) under the Plan for the year for the Key Employee for whom the percentage is the highest for the year. This determination shall be made by dividing the contributions for each Key Employee by his 415 Compensation for the year. For purposes of this subsection 19.4(b), all defined contribution plans required to be included in an Aggregation Group shall be treated as one plan. However, the rules of this subsection 19,4(b) shall not apply to any plan required to be included in an Aggregation Group if the plan enables a defined benefit plan to meet the requirements of Code Sections 401(a)(4) or 410.

(c) The requirements of this Section 19.4 must be satisfied without taking into account contributions under chapter 2 or 21 of the Code, title II of the Social Security Act, or any other federal or state law.

(d) In the event a Participant is covered by both a defined contribution and a defined benefit plan maintained by a Participating Employer, both of which are determined to be Top-Heavy Plans, the defined benefit minimum, offset by the benefits provided under the defined contribution plan, shall be provided under the defined benefit plan.

(e) For purposes of this Section 19.4, an Employee's Compensation shall be as defined in Section 2.11.

19.5 Vesting Rules. The Plan at all times satisfies the minimum vesting requirements of Code Section 416.

19.6 Non-Eligible Employees. The rules of this Article 19 shall not apply to any Employee included in a unit of Employees covered by an agreement the Secretary of Labor finds to be a collective bargaining agreement between Employee representatives and one or more employers if there is evidence that retirement benefits were the subject of good faith bargaining between such Employee representatives and the Participating Employer or employers.

19.7 Top-Heavy Provision Amendment for Plan Years Beginning After December 31 2001.

(a) Anything to the contrary herein notwithstanding, this Section shall apply for purposes of determining whether the Plan is a top-heavy plan under Code Section 416(g) of for Plan Years beginning after December 31, 2001, and whether the Plan satisfies the minimum benefits requirements of Code Section 416(c) for such years. This Section modifies the rules in this Article 19 for Plan Years beginning after December 31, 2001.

(b) Determination of Top-Heavy Status.

(i) Key Employee. Key employee means any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the determination date was an officer of the Participating Employer having annual compensation greater than $170,000 (as adjusted under Code Section 416(i)(1)), a 5-percent owner of the Participating Employer, or a 1-percent owner of the Participating Employer having annual compensation of more than $150,000. For this purpose, annual compensation means compensation within the meaning of Code Section 415(c)(3) (including any differential wage payment (as defined in Code Section 3401(11)(2)) made by a Participating Employer. The determination of who is a key employee will be made in accordance with Code Section 416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder.

(ii) Determination of Present Values and Amounts. This subsection shall apply for purposes of determining the present values of accrued benefits and the amounts of account balances of employees as of the determination date.

(A) Distributions During Year Ending on the Determination Date. The present values of accrued benefits and the amounts of account balances of an employee as of the determination date shall be increased by the distributions made with respect to the Employee under the Plan and any plan aggregated with the Plan under Code Section 416(0(2) during the 1-year period ending on the determination date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not

been terminated, would have been aggregated with the plan under Code Section 416(g)(2)(A)(i). In the case of a distribution made for a reason other than separation from service, death, or disability, this provision shall be applied by substituting 5-year period for 1-year period.

(B) Employees Not Performing Services During Year Ending on the Determination Date. The accrued benefits and accounts of any individual who has not performed services for the Participating Employer during the 1-year period ending on the determination date shall not be taken into account.

(c) Minimum Benefits.

(i) Matching Contributions. Participating Employer Matching Contributions shall be taken into account for purposes of satisfying the minimum contribution requirements of Code Section 416(c)(2) and the Plan. The preceding sentence shall apply with respect to Matching Contributions under the Plan or, if the Plan provides that the minimum contribution requirement shall be met in another plan, such other plan. Participating Employer Matching Contributions that are used to satisfy the minimum contribution requirements shall be treated as matching contributions for purposes of the actual contribution percentage test and other requirements of Code Section 401(m).

(ii) Contributions Under Other Plans. A Participating Employer may provide that the minimum benefit requirement shall be met in another plan (including another plan that consists solely of a cash or deferred arrangement which meets the requirements of Code Section 401(k)(12) and matching contributions with respect to which the requirements of Code Section 401(m)(11) are met).

(iii) The top-heavy requirements of Code Section 416 shall not apply in any year beginning after December 31, 2001, in which the Plan consists solely of a cash or deferred arrangement which meets the requirements of Code Section 401(k)(12) and matching contributions with respect to which the requirements of Code Section 401(m)(11) are met.

ARTICLE 20
ESOP

Prior to the HPE-ES Merger, “Stock” in this Article referred to CSC Stock, and, for periods before the elimination of the CSRA Stock Fund, CSRA Stock as well. Following the HPE-ES Merger, “Stock” in this Article refers to DXC Technology Stock.

20.1 ESOP Accounts. Effective June 1, 2013, it is intended that the Accounts held in the Trust Fund in Stock under the Plan shall constitute a separate Employee Stock Ownership Plan (“ESOP”) within the meaning of Code Section 4975(e)(7) with respect to Participants who are currently or were formerly employed by a Participating Employer with respect to which Stock is considered to be “Employer Securities” within the meaning of that term under Code Section 409(1); provided, however, that a Participant who is employed by a Participating Employer or Affiliate or is a member of a designated employee group (in both cases as set forth in Appendix I hereof) shall not be considered a Participant in the ESOP during the time period he is employed by such ineligible employer or is a member of such ineligible group but only with respect to contributions or accretions to his Account occurring during such period of ineligibility. A Participant in the ESOP who ceases to be eligible for the ESOP due to the transfer of his employment to an employer that fails to be a Participating Employer with respect to which Stock is considered to be “Employer Securities” within the meaning of that term under Code Section 409(1) or that is excluded from participation in the ESOP under Appendix I hereof shall continue to be a Participant in the ESOP with respect to his Account balance held in the DXC Technology Stock Fund prior to the date on which his employment transfer caused such Participant to cease to be eligible for the ESOP. However, contributions (and earnings and gains thereon) made to the Plan on behalf of a transferred Participant on or after the date on which the Participant ceases to be eligible for the ESOP shall not become part of the ESOP during any period in which the Participant remains employed by an ineligible employer or is a member of an ineligible group in accordance with Appendix I hereof or is otherwise excludable from the ESOP with respect to post-transfer contributions and earnings. Assets held in the ESOP shall be invested primarily in Stock in accordance Code Section 4975(e)(7). Except as otherwise provided in this Article 20, the provisions of the Plan shall apply to and are made a part of the ESOP. A Beneficiary of a Participant in the ESOP whose Account balance was considered to be part of the ESOP as of the Participant’s death shall also be considered a Participant in the ESOP to the extent such Account balance (including reinvested dividends on Stock in the DXC Technology Stock Fund) remains in the DXC Technology Stock Fund following the Participant’s death. An alternate payee pursuant to a qualified domestic order, as defined in Code Section 414(p), whose Account balance was considered to be part of the ESOP as of the effective date of the qualified domestic relations order shall also be considered a Participant in the ESOP to the extent such Account balance (including reinvested dividends on Stock in the DXC Technology Stock Fund) remains in the DXC Technology Stock Fund following the effective date of the qualified domestic relations order.

20.2 Exempt Loan. In the event the ESOP enters into an exempt loan, the following provisions shall apply:

(a) The proceeds of such exempt loan shall be used (i) to acquire qualifying Company securities, (ii) to repay such loan, and/or (iii) to repay a prior exempt loan. No security acquired with the proceeds of an exempt loan may be subject to a put, call or other option, or buy-sell or similar arrangement while held by and when distributed from the ESOP. The terms of each exempt loan shall meet the applicable requirements of Treasury Regulations Section 54.4975-7(b), including the requirements: (a) that the loan bear a reasonable rate of interest, be for a definite period (rather than payable on demand), and be without recourse against the Plan, and (b) that the only assets of the Plan that may be given as collateral is Stock purchased with the proceeds of that loan or with the proceeds of a prior exempt loan. The interest rate of an exempt loan and the price of the securities to be acquired with the proceeds of an exempt loan may not be such that plan assets are drained off. An exempt loan must be primarily for the benefit of the Participants and Beneficiaries of the Plan. Proceeds of an exempt loan must be used within a reasonable time to acquire Company Stock, to repay the exempt loan, or to repay a prior exempt loan. No person entitled to payment under an exempt loan shall have any right to assets of the ESOP other than collateral given for the exempt loan, contributions (other than contributions of Company Stock) made to repay such exempt loan, and earnings attributable to such collateral and the investment of such contributions. Payments made with respect to an exempt loan during a Plan Year must not exceed an amount equal to the sum of such contributions and earnings during such Plan Year less such payments in prior years. Such contributions and earnings must be accounted for separately in the books of account of the ESOP until the exempt loan is repaid. In the event of a default on an exempt loan, the assets transferred from the Plan may not exceed the amount of the default. If the lender is a disqualified person, the assets transferred may not exceed the amount then due under the payment schedule of the exempt loan. In the event that a Participant incurs a forfeiture, assets in the Participant's Accounts other than Stock acquired with an exempt loan will be forfeited before such Stock is forfeited.

(b) Put Options. The Company shall issue a "Put Option" to each Participant (or each Participant's Beneficiary) who receives a distribution of Stock if, at the time of such distribution, Stock is not then readily tradable on an established market, as defined in Code Section 408(h) and the regulation thereunder. The Put Option shall permit the Participant (or the Participant's Beneficiary) to sell such Stock at its then fair market, as determined by an independent appraiser in accordance with the provisions of Section 20.2(e)(iv), to the Company at any time during the sixty-day period commencing on the date the Stock was distributed to the Participant (or the Participant's Beneficiary), and, if not exercised within that period, the Put Option will temporarily lapse. The Plan Administrator shall extend the sixty-day period referred to in the immediately preceding sentence if such an extension is necessary in order for the Stock to be valued by an independent appraiser as of the applicable Valuation Date coincident with or immediately preceding the date the Stock was distributed to the recipient. As of the annual Valuation Date coincident with or immediately following the Plan Year in which such temporary lapse of the Put Option occurs, the independent appraiser shall determine the value of the Stock in accordance with the provisions of Section 20.2(e)(iv), and the Plan Administrator shall notify each distribute who did not exercise the initial Put Option prior to its temporary lapse in the preceding Plan Year of the revised value of the Stock. The time during which the Put Option may be exercised shall recommence on the date such notice or revaluation is given and shall permanently terminate sixty days thereafter. The Trustee may be permitted by the Company to purchase Stock put to the Company under a

Put Option. Payment for Stock sold pursuant to a Put Option shall be made, as determined in the discretion of the Plan Administrator, in the following forms:

(i) If a Participant’s Account invested in the ESOP is distributed in a total distribution (that is, a distribution within one taxable year of the balance to the credit of the Participant’s Account invested in the ESOP), then payment for such Stock may be made with a promissory note that provides for substantially equal annual installments commencing within 30 days from the date of the exercise of the Put Option and over a period not exceeding five years, with interest payable at a reasonable rate (as determined by the Plan Administrator) on any unpaid installment balance, with adequate security provided, and without penalty for any prepayment of such installments; or

(ii) In a lump sum no later than 30 days after such Participant exercises the Put Option.

Except as otherwise provided in this Section, no shares of Stock held or distributed by the Trustee may be subject to a put, call or other option, or buy-sell or similar arrangement. The provisions of this Section are nonterminateble, and shall continue to be applicable to shares of Stock even if the Accounts invested in the ESOP under the Plan cease to be an employee stock ownership plan within the meaning of Code Section 4975(e)(7).

(c) The rights and protections as stated in subsections 20.2(a) and (b) are non-terminable.

(d) All assets acquired by the ESOP with the proceeds of an exempt loan will be added to and maintained in a suspense account. Stock acquired through an exempt loan shall be released from the suspense account as the exempt loan is repaid. For each Plan Year until the exempt loan is fully repaid, the number of shares of Stock released from the suspense account shall equal the number of unreleased shares immediately before such release for the current Plan Year multiplied by the “Release Fraction.” As used herein, the Release Fraction shall be a fraction the numerator of which is the amount of principal and interest paid on the exempt loan for such current Plan Year and the denominator of which is the sum of the numerator plus the principal and interest to be paid on such exempt loan for all future years during the duration of the term of such loan (determined without reference to any possible extensions or renewals thereof).

(e) Allocations, Forfeitures and Valuations.

(i) As at the end of each Plan Year, the ESOP must consistently allocate to the Participant’s Retirement Accounts non-monetary units representing Participants’ interests in assets withdrawn from the suspense account.

(ii) Interest with respect to securities acquired with the proceeds of an exempt loan must be allocated as income of the ESOP, except to the extent that the ESOP provides for the use of income from such securities to repay the loan.

(iii) If a portion of a Participant's Retirement Account is forfeited, qualifying Company securities allocated under this subsection 20.2(e) must be forfeited only after other assets.

(iv) Valuations must be made in good faith and based on fair market value. The fair market value of Company securities that are not readily tradable on an established securities market shall be determined by an independent appraiser, as defined in Code Section 401(a)(28)(C), in accordance with the provisions of ERISA Section 3(18). In the case of a transaction between the Plan and a disqualified person as described in Code Section 4975(e)(2), value must be determined as of the date of the transaction.

(v) Notwithstanding any provision of this Plan to the contrary, if shares of Stock are sold to the Plan by a shareholder in a transaction for which special tax treatment is elected by such shareholder (or his representative) pursuant to Code Section 1042, no allocation of such shares (or other assets in lieu thereof) may accrue or be allocated directly or indirectly under any plan of the Company meeting the requirements of Code Section 401(a) to the Accounts of:

(A) any person who owns (after the application of Code Section 318(a)) more than 25 percent of any class of the outstanding securities of the companies included in a controlled group of corporations, within the meaning of Code Section 414(b), that includes the Company; or

(B) during the Nonallocation Period, any person who sold shares to the Plan, and any person who is related to such shareholder (within the meaning of Code Section 267(b)), but excluding lineal descendants of such shareholder as long as no more than 5 percent of the aggregate amount of all Stock sold by such shareholder or any other relative of the lineal descendant in a transaction to which Code Section 1042 applies is allocated to lineal descendants of such shareholder during the Nonallocation Period.

The term "Nonallocation Period" means the period beginning on the date of sale and ending on the later of ten years after the date of sale or the date of allocation attributable to the final payment on the Acquisition Loan incurred with respect to the sale. An election under Code Section 1042 may not be made if the Company is an S corporation at the time of sale, but if such an election is made for a time when the Company is a C corporation the restrictions of this subsection shall continue to apply if the Company becomes an S corporation.

(f) Retirement Accounts are Distributable Only in Stock. If securities acquired with the proceeds of an exempt loan available for distribution consist of more than one class, a Distributee must receive substantially the same proportion of each such class. In the event such distributable securities are not readily tradeable on an established market, a Participant has the right to require the Company to repurchase such securities within the time periods and in accordance with the methods described in Code Sections 409(h)(5) and (6). Income held by the ESOP for a 2-year period or longer must be distributed under the rule described in the first sentence of this subsection 20.2(f).

20.3 Distributions. Notwithstanding any provision of the Plan to the contrary, any portion of a Participant's Account attributable to Stock acquired by the ESOP on or after January 1, 1987 and which has not been invested in accordance with Section 7.3 shall, at the election of the Participant and his Spouse Of required under subsection 9.4(b)(i)), be distributed not later than one (1) year after the close of the Plan Year (i) in which occurs the Participant's Severance by reason of attainment of Normal Retirement Date, Total and Permanent Disability, or death, or (ii) which is the fifth Plan Year following the Plan Year in which occurs the Participant's Severance for any reason other than those listed under (i) above, provided that the Participant is not reemployed prior to the close of such fifth Plan Year. It is intended that this Section 20.3 complies with the distribution rule set forth in Code Section 409(o)(1) with respect to amounts invested in the ESOP.

20.4 Treatment of Dividends.

(a) Whenever cash dividends are declared in respect of Stock held by the ESOP, Participants who are considered to be Participants in the ESOP on the dividends record date may make an election in respect of Stock deemed to be held in their Accounts under the ESOP no later than the ex-dividend date either to receive such dividends in a cash distribution from the ESOP or to have such dividends reinvested for their benefit in Stock to be held in the DXC Technology Stock Fund of the ESOP. Such election shall be offered and administered in accordance with Code Section 404(k)(2)(A)(iii), related Treasury Regulations and other official IRS guidance, including IRS Notice 2002-2. Participants who fail to make an affirmative election to receive a cash distribution of dividends shall be deemed to have made an election to have such dividends reinvested for their benefit in Stock to be held in the DXC Technology Stock Fund of the ESOP. Notwithstanding anything to the contrary herein, dividends paid in respect of Stock held by the ESOP shall be fully vested at all times effective for periods on or after June 1, 2013. Dividends paid in respect of Stock held by the ESOP shall be distributed to Participants or reinvested as soon as practicable following the dividends payment date in accordance with the election procedure described herein. Such dividends shall not be subject to the nondiscrimination provisions of the Code, including Code Sections 401(a)(4), 401(k), 401(m), 410(6), shall not be considered Annual Additions for purposes of Code Section 415 nor shall they be subject to the top heavy rules of Code Section 416. For purposes of this Section 20.4, a Beneficiary or an alternate payee described in Section 20.1 of the Plan shall be eligible to make the election described herein with respect to Stock held in the Beneficiary's Account that is considered to be part of the ESOP no later than the ex-dividend date.

(b) Upon the CSGov Separation, Participants who invested in the Computer Sciences Corporation Stock Fund prior to the CSGov Separation were entitled to the Special Dividend (i.e., the CSRA Stock dividend and cash dividend) on the same basis as other CSC shareholders. For these purposes, in the event the cash portion of the Special Dividend was paid either on CSC Stock or CSRA Stock, it was considered paid from "Employer Securities" as set forth in Section 20.1 of the Plan and Code Section 409(1). CSRA Stock was considered an "applicable employer security" as set forth in Code Section 404(k). A Participant's election under Section 20.4(a) of the Plan that was in effect on the ex-dividend date for the Special Dividend was applied to the Special Dividend. If the Participant did not make an election to receive his or her dividends in cash before the Special Dividend ex-dividend date, the Special Dividend was automatically paid into the Plan.

20.5 Acquisition Loan. An "Acquisition Loan" means the issuance of notes, a series of notes or other installment obligations incurred by the Trustee, in accordance with the Trust, in connection with the purchase of Stock. An "exempt loan" is an Acquisition Loan that complies with the terms of Treasury Regulation Section 54.4975-7(b), Section 20.2, and of this paragraph. The term "Financed Shares" means shares of Stock acquired by the Trustee with the proceeds of an Acquisition Loan. The terms of each Acquisition Loan shall meet the applicable requirements of Treasury Regulations Section 54.4975-7(b), including the requirements: (a) that the loan bear a reasonable rate of interest, be for a definite period (rather than payable on demand), and be without recourse against the Plan, and (b) that the only assets of the Plan that may be given as collateral are Financed Shares purchased with the proceeds of that loan or with the proceeds of a prior Acquisition Loan. The interest rate of an Acquisition Loan and the price of the securities to be acquired with the proceeds of an Acquisition Loan may not be such that Plan assets are drained off. An Acquisition Loan must be primarily for the benefit of the Participants and Beneficiaries of the Plan. Proceeds of an Acquisition Loan must be used within a reasonable time to acquire Stock, to repay the Acquisition Loan, or to repay a prior Acquisition Loan. Proceeds of an Acquisition Loan may not be used to purchase life insurance. No person entitled to payment under an Acquisition Loan shall have any right to assets of the Plan other than collateral given for the Acquisition Loan, contributions (other than contributions of Stock) made to repay such Acquisition Loan, and earnings attributable to such collateral and the investment of such contributions. Payments made with respect to an Acquisition Loan during a Plan Year must not exceed an amount equal to the sum of such contributions and earnings during such Plan Year less such payments in prior years. Such contributions and earnings must be accounted for separately in the books of account of the Plan until the exempt loan is repaid. In the event of a default of an Acquisition Loan, the assets transferred from the Plan may not exceed the amount of the default. If the lender is a disqualified person, the assets transferred may not exceed the amount then due under the payment schedule of the Acquisition Loan. Notwithstanding any other provision in this Plan to the contrary, assets may be transferred upon default of an Acquisition Loan to a lender who is a disqualified person up to the limits specified in this paragraph.

ARTICLE 21
AFTER-TAX MERGED ACCOUNTS

21.1 Coverage. The provisions of this Article 21 shall apply effective as of January 1, 1996 to any Participant whose benefits under the qualified plan of his previous employer includes Account balances containing after-tax employee contributions which are attributable to the merger of assets of a qualified retirement plan of the previous employer into this Plan. The purpose of this Article 21 is to allow the Plan to accept such account balances and to provide for the administration of such account balances.

21.2 After-Tax Merged Account. In addition to the Accounts defined in Section 2.1 of this Plan, there is hereby created an additional Account to be known as an "After-Tax Merged Account," which shall mean the account established and maintained for a Participant to record amounts held in the Trust Fund which are attributable to Participant transfer contributions or plan to plan transfers of after-tax employee contribution account balances of such Participant. The provisions of this Plan applicable to a Merged Account shall apply also to an After-Tax Merged Account.

21.3 Withdrawals. While still an Employee, a Participant may, upon at least thirty (30) days' written notice to the Committee, make a withdrawal from his After-Tax Merged Account of any amount up to the entire amount thereof. The maximum amount subject to withdrawal under this Section 21.3 shall be determined as of the Valuation Date immediately following the Committee's determination authorizing the withdrawal. A Participant who makes a withdrawal under this Section 21.3 shall not be eligible to again make a withdrawal under this Section 21.3 prior to the first anniversary of the date the Participant's most recent withdrawal under this Section 21.3 was distributed to him.

21.4 Effect on Other Plan Provisions. Nothing contained in this Article 21 shall be deemed to create arty right in any Participant to make after-tax employee contributions to this Plan nor shall this Article 21 create any additional rights beyond those required to effectuate the creation and administration of the After-Tax Merged Accounts.

Execution of the Plan

IN WITNESS WHEREOF, an authorized delegate of the DXC Technology Employee Benefits Settlor Committee has executed this amendment and restatement of the Plan, effective as of April 1, 2017.

DXC TECHNOLOGY EMPLOYEE BENEFITS SETTLOR COMMITTEE

By: /s/ Eduardo J. Nunez
Name: Eduardo J. Nunez
Title: SVP Total Rewards

Date: 3/30/17

<u>Appendix A</u>

<u>Special Provisions From Certain Prior Plans</u>

Notwithstanding anything in the Plan to the contrary, the provisions of this Appendix A shall govern as applied to employees at the locations or entities listed below who were employed by their prior employer and/or were participants in a prior plan, as applicable, on the date immediately prior to becoming an Employee of the Company or a Participating Employer (in conjunction with a Company-related acquisition, outsourcing agreement or transaction):

SECTION A <u>LogMod</u>

A.01 **<u>Matching Contributions</u>.** For periods prior to January 5, 2013, with respect to former LogMod employees who were not receiving annuity payments from the United States government pension plan (e.g. CSRS or FERS) on the Eligibility Date, the Matching Contributions made pursuant to subsection 5.1(a)(iii) are equal to 100 percent (100%) on the first five percent (5%) of the Compensation Deferral Contributions made by these Participants.

SECTION B <u>Eagle Alliance</u>

B.01 **<u>Applicability</u>.** This Section C serves to reflect the terms available to the Eagle Alliance employees who are characterized as former employees of NSA and who were not receiving annuity payments from the United States government pension plan (e.g. CSRS or FERS) on November 1, 2001.

B.02 **<u>Matching Contributions</u>.** For periods prior to January 5, 2013, the Matching Contributions provided under subsection 5.1(a)(iii) to employees of Eagle Alliance shall be increased to

(a) one hundred percent (100%) of the first eight percent (8%) of the Compensation Deferral Contribution if an Eagle Alliance employee did not elect coverage under the Eagle Alliance Employee Pension Plan; and

(b) one hundred percent (100%) of the first five percent (5%) of the Compensation Deferral Contribution if the Eagle Alliance Participant elected coverage under the Eagle Alliance Employee Pension Plan.

SECTION C <u>Former DynCorp Employees Whose Accounts Were Transferred On January 12, 2004</u>

C.01 **<u>Applicability</u>.** This Section D serves to reflect the terms available to a former DynCorp employee who was a participant in the DynCorp Savings and Retirement Plan (“SARP”) immediately before becoming an Employee of the Company and whose account balance under SARP was transferred to the Plan on January 12, 2004 (“SARP Transferred Employee”):

C.02 **Vesting Schedule.** With respect to individuals whose Accounts under SARP, as defined by SARP, transferred from SARP to the Plan on January 12, 2004, the following vesting schedule shall apply:

(a) A SARP Transferred Employees's Matching Employer Contribution Account, Supplemental Matching Employer Account, and Discretionary Employer Contribution Account (all as defined in Section 1.01 of the SARP) shall vest in accordance with the following table:

Years of Service	Vesting Percentage
Less than 1	0%
1 or more	100%

(b) A SARP Transferred Employees's ESOP Account (as defined in Section 1.01 of the SARP) shall vest in accordance with the following table:

Years of Service	Vesting Percentage
Less than 2	0%
2 but less than 3	50%
3 but less than 4	75%
4 or more	100%

C.03 **Pre-2001 Matching Contribution Diversification.** Effective September 1, 2004, a SARP Transferred Employee may diversify the investments in his Matching Employer Contribution Account (as defined in the SARP) as provided in the Plan Section 7.3 upon the attainment of age 55 and five years of participation in the Plan (including participation in SARP).

C.04 **SARP ESOP Distributions.** Upon reaching fifty-five (55) years of age and five (5) years of participation in this Plan (including participation in SARP), a SARP Transferred Employee has the right to elect distributions of all or part of his ESOP Account, as defined under the SARP, that were transferred from the SARP to the Plan on January 12, 2004 (including any earnings or losses). Notwithstanding the foregoing, immediately upon a SARP Transferred Employee's Severance, such employee may elect to receive his Account (including the employee's ESOP Account, if elected by the SARP Transferred Employee) in a lump sum distribution or in installment payments over five (5) years.

C.05 **In-Kind ESOP Account Distributions.** A SARP Transferred Employee who has attained age fifty-five (55) and completed at least ten (10) years of participation in this Plan (including participation in SARP) may elect to receive an in-kind distribution of twenty-five percent (25%) of the shares of Stock in such Participant's ESOP Account, as then defined under SARP. Such Participant has the right to make such an election within ninety (90) days of the close of any Plan Year within the six (6) year period starting with the Plan Year in which such Participant completes ten (10) years of participation in this Plan (including participation in SARP) and attains age fifty-five (55). During the sixth (6th) year

of this period, an eligible Participant has the right to elect to receive an in-kind distribution of fifty percent (50%) of the shares of Stock in such Participant's ESOP Account, less any amounts previously distributed pursuant to this distribution option.

SECTION D Former DynCorp Employees Whose Accounts Were Merged into this Plan Effective July 1, 2004

D.01 **Applicability.** This Section E serves to reflect the terms available to former participants in SARP and the DynCorp Capital Accumulation and Retirement Plan ("CAP") whose SARP and/or CAP Accounts were merged into this Plan on account of the mergers of SARP and CAP into this Plan on July 1, 2004 ("SARP Merged Employees" and "CAP Merged Employees").

D.02 **Eligibility.** CAP Merged Employees who are covered by a collective bargaining agreement that provides for participation in CAP shall be eligible to participate in the Plan under Section 3.1. In addition, such individuals shall not be subject to the age requirement under Section 3.1 of the Plan if such collective bargaining agreement does not contain an age requirement.

D.03 **Compensation.** For CAP Merged Employees who are covered by a collective bargaining agreement that provides for participation in CAP, for purposes of determining the amount of Compensation Deferral Contributions made under the Plan, Matching Contributions, and Discretionary Employer Contributions, Compensation shall mean, for any applicable period, the total remuneration that is paid to such CAP Merged Employee for services performed for a Participating Employer reportable for federal income tax purposes as provided under Section 3401(a) of the Code on IRS Form W-2, including any Compensation Deferral Contributions made on behalf of the Participant under this Plan, and any contributions made by salary reduction to a plan or program established in accordance with Section 125, 129, 132(f), or 457 of the Code. Compensation shall exclude premiums paid to a life insurance plan of a Participating Employer for additional coverage above $50,000; the value of car or commuting allowances provided by a Participating Employer; reimbursements for expenses; and any other fringe benefits, and, for Highly Compensated Employees, shall also exclude distributions of compensation deferred during a prior period and earnings thereon, supplemental executive retirement plans, and long-term incentive plan awards or distributions, such as restricted stock and stock options. Anything herein to the contrary notwithstanding, a CAP Merged Employee's Compensation shall not exceed the limitations of Section 401(a)(17)(A) of the Code for any Plan Year, subject to any adjustments to reflect any increases in the cost of living as determined by the Secretary of the Treasury or any other adjustments pursuant to Section 401(a)(17)(B) of the Code.

D.04 **Special SCA Discretionary Contributions.** For all Plan Years, a Participating Employer may make a special discretionary contribution, to be known as a "Special SCA Discretionary Contribution," to SARP Merged Employees or CAP

Merged Employees who are not Highly Compensated Employees but who are “Service Employees” as defined in Section 22.1001 of the Federal Acquisition Regulations, provided, however that Special SCA Discretionary Contributions shall be allocated to each eligible SARP Merged Employee or CAP Merged Employee on the basis of hours paid, not to exceed 40 hours per work week. Special SCA Discretionary Contributions may be made by a Participating Employer in the form of cash, Stock or a combination thereof, or the Participating Employer may make cash contributions to the Trust to be used by the Trust to obtain Stock to satisfy the Special SCA Discretionary Contributions. Special SCA Discretionary Contributions shall be fully (100%) vested after the SARP Merged Employee or CAP Merged Employee attains one (1) Year of Service.

Notwithstanding any other provision of this Section E.04, and in accordance with Section 3.07 of the SARP and CAP, except in the case of such contributions as are provided for in a collective bargaining agreement or are specified in Appendix B of the SARP and/or Appendix B of the CAP, the amount of Special SCA Discretionary Contributions or a decision not to make such Special SCA Discretionary Contributions must be authorized in advance specifically by the Company. Certain Special SCA Discretionary Contributions made under the Plan are subject to the special conditions and terms referenced in Appendix B of the SARP and/or Appendix B of the CAP.

D.05 **Special SCA Compliance Contributions.** For all Plan Years, a Participating Employer may also make a separate discretionary contribution in addition to, or in lieu of, the Special SCA Discretionary Contribution, to be known as a “Special SCA Compliance Contribution” to SARP Merged Employees or CAP Merged Employees who are not Highly Compensated Employees and who are “Service Employees,” as defined in Section 22.1001 of the Federal Acquisition Regulations. The Special SCA Compliance Contribution shall be made in an amount necessary to satisfy the area wage determination, consistent with the requirements of the Service Contract Act, on a basis other than hours worked per week, as determined by the Plan Administrator. Special SCA Compliance Contributions may be made by a Participating Employer in the form of cash, Stock or a combination thereof, or the Participating Employer may make cash contributions to the Trust to be used by the Trust to obtain Stock to satisfy the Special SCA Compliance Contributions. Special SCA Compliance Contributions shall be fully (100%) vested after the SARP Merged Employee or CAP Merged Employee attains one (1) Year of Service.

Notwithstanding any other provision of this Section E.05, and in accordance with Section 3.07 of the SARP and CAP, except in the case of such contributions as are provided for in a collective bargaining agreement or are specified in Appendix B of the SARP and/or Appendix B of the CAP, the amount of Special SCA Compliance Contributions or a decision not to make such Special SCA Compliance Contributions must be authorized in advance specifically by the Company. Certain Special SCA Compliance Contributions made under the Plan are subject to the special conditions and terms referenced in Appendix B of the SARP and/or Appendix B of the CAP.

D.06 **Matching Contributions.** SARP Merged Employees will become eligible for Matching Contributions and Discretionary Employer Contributions at the time provided under subsection 5.1(a)(iii) of the Plan; provided, however, no waiting period will apply to the following individuals: (a) individuals who are classified as Service Employees as that term was defined in SARP immediately prior to the mergers; and (b) individuals who are covered by a collective bargaining agreement that does not contain a waiting period requirement. A Participating Employer may make Matching Contributions in the form of cash, Stock or a combination thereof, or the Participating Employer may make cash contributions to the Trust to be used by the Trust to obtain Stock to satisfy the Matching Contributions. Except as provided by the last sentence of the last paragraph of this Section E.06, Matching Contributions received by the Trust shall, unless contrary to ERISA, be invested in the DXC Technology Stock Fund. Except as provided in Section E.03 of this Appendix, the definition of Compensation set forth in Section 2.11 will be used to determine such Matching Contributions.

CAP Merged Employees will become eligible for Matching Contributions and Discretionary Employer Contributions at the time provided under subsection 5.1(a)(iii) of the Plan; provided, however, no waiting period will apply to the following individuals: (a) individuals who are classified as Service Employees as that term was defined in CAP immediately prior to the mergers; and (b) individuals who are covered by a collective bargaining agreement that does not contain a waiting period requirement. A Participating Employer may make Matching Contributions in the form of cash, Stock or a combination thereof, or the Participating Employer may make cash contributions to the Trust to be used by the Trust to obtain Stock to satisfy the Matching Contributions. Except as provided by the last sentence of the following paragraph, Matching Contributions received by the Trust shall, unless contrary to ERISA, be invested in the DXC Technology Stock Fund. Except as provided in Section E.03 of this Appendix, the definition of Compensation set forth in Section 2.11 will be used to determine such Matching Contributions.

Except as provided in Appendix B of the CAP and Appendix B of the SARP, a Participating Employer may only make a Matching Contribution if such Contribution, and the amount of such Matching Contribution, has been authorized by the Plan Administrator. Certain Matching Contributions made under the CAP and/or SARP are subject to the special conditions set forth in Appendix B of the CAP and Appendix B of the SARP, which may cause such Matching Contributions to be invested in an Investment Fund other than the DXC Technology Stock Fund.

D.07 **Discretionary Employer Contributions.** A Participating Employer may make Discretionary Employer Contributions, as defined hereunder, which shall be allocated to each eligible SARP Merged Employee's Account or CAP Merged

Employee's Account in an amount equal to at least 1% of the Participant's Compensation for SARP Merged Employees and 2% of the Participant's Compensation for CAP Merged Employees; provided that in any Plan Year, the Discretionary Employer Contributions on behalf of certain Participants who are employees of a division, organizational unit, work location facility or other group affiliated or associated with the Participating Employer, as designated by the Participating Employer ("Participating Unit"), when expressed as a percentage of the aggregate Compensation of such Participants, may, but need not be, the same as the contribution on behalf of the Participants who are employees of another Participating Unit. The Discretionary Employer Contributions made pursuant to this Section E.07 shall be made in a manner that is nondiscriminatory and that meets all of the applicable qualification requirements under the Code. The Participating Employer may designate whether or not the Participant must be an active Employee on the last day of the applicable period in order to be eligible for a share in the Discretionary Employer Contribution. The Participating Employer may make Discretionary Employer Contributions in the form of cash, Stock or a combination thereof, or the Participating Employer may make cash contributions to the Trust to be used by the Trust to purchase Stock to satisfy the Discretionary Employer Contributions. Except as provided by the last sentence of the following paragraph, Discretionary Employer Contributions received by the Trust shall, unless contrary to ERISA, be invested in the DXC Technology Stock Fund. Except as provided in Section E.03 of this Appendix, the definition of Compensation set forth in Section 2.11 will be used to determine such Discretionary Employer Contributions.

Notwithstanding the foregoing, except in the case of such Contributions as are provided for in a collective bargaining agreement or are specified in Appendix B of the CAP or Appendix B of the SARP, the amount of a Discretionary Employer Contribution or a decision not to make such Discretionary Employer Contribution must be authorized in advance specifically by the Company. Certain Discretionary Employer Contributions made under the CAP and SARP are subject to the special conditions and terms referenced in Appendix B of the CAP and Appendix B of the SARP, which may cause such Discretionary Employer Contributions to be invested in an Investment Fund other than the DXC Technology Stock Fund.

D.08 **ESOP Distributions.** Upon reaching fifty-five (55) years of age and five (5) years of participation in the Plan (including participation in SARP or CAP), a SARP Merged Employee or a CAP Merged Employee may elect a distribution of all or part such Participant's ESOP Account, as defined under SARP and CAP immediately prior to the mergers and as classified as such under this Plan ("SARP ESOP Account" and "CAP ESOP Account"), that was merged into the Plan on July 1, 2004 (including earnings and losses). Notwithstanding the foregoing, immediately upon a SARP Merged Employee's or CAP Merged Employee's Severance, such employee may elect to receive his Account (including the employee's SARP ESOP Account or CAP ESOP Account, as applicable, if elected by the SARP Merged Employee or CAP Merged Employee) in a lump sum distribution or in installment payments over five (5) years.

D.09 **<u>In-Kind ESOP Account Distributions</u>.** A SARP Merged Employee or a CAP Merged Employee who attains age fifty-five (55) and completes at least ten (10) years of participation in the Plan (including participation in SARP or CAP) may elect to receive an in-kind distribution of twenty-five percent (25%) of the shares of Stock in such Participant's SARP ESOP Account or CAP ESOP Account, as applicable. Such a Participant has the right to make such an election within ninety (90) days of the close of any Plan Year within the six (6) year period starting with the Plan Year in which such Participant completes ten (10) years of participation in the Plan (including participation in SARP and CAP) and attains age fifty-five (55). During the sixth (6th) year of this period, an eligible Participant has the right to elect to receive an in-kind distribution of fifty percent (50%) of the shares of Stock in such Participant's SARP ESOP Account and/or CAP ESOP Account, as applicable, less any amounts previously distributed pursuant to this distribution option.

D.10 **<u>Vesting Schedule</u>.** With respect to SARP Merged Employees and CAP Merged Employees, as well as contributions made on or after July 1, 2004 on behalf of Participants employed by an Affiliated Company that adopted the Plan on July 1, 2004, provided such contributions are made during the Participant's employment with the Affiliated Company, the following vesting schedule shall apply:

(c) A SARP Merged Employee's or CAP Merged Employee's Matching Employer Contribution Account (as defined under the SARP and/or CAP), Matching Contribution Account, Supplemental Matching Employer Account (as defined under the SARP and/or CAP), and Discretionary Employer Contribution Account (as defined under the SARP and/or CAP) shall vest in accordance with the following table:

Years of Service	Vesting Percentage
Less than 1	0%
1 or more	100%

(d) A Participant's SARP ESOP Account or CAP ESOP Account shall vest in accordance with the following table:

Years of Service	Vesting Percentage
Less than 2	0%
2 but less than 3	50%
3 but less than 4	75%
4 or more	100%

D.11 **<u>Columbus Participants Vesting Schedule</u>.** A CAP Merged Employee who is an hourly paid Participant, other than a Highly Compensated Employee, who currently is employed at Columbus (Mississippi) Air Force Base, shall be fully (100%) vested in his Account.

D.12 **Matching Contributions Investments.** Notwithstanding anything in the Plan to the contrary, Matching Contributions made on behalf of Participants who are represented by the California Department of Forestry unions may be reinvested in accordance with Section 7.3 of the Plan.

D.13 **Pre-2001 Matching Contribution Diversification.** Effective September 1, 2004, a SARP Merged Employee or CAP Merged Employee may diversify the investments in his Matching Employer Contribution Account (as defined in the SARP or CAP) as provided in Section 7.3 of the Plan upon the attainment of age 55 and five years of participation in the Plan (including participation in SARP and CAP).

D.14 **Company Stock Investment Restrictions.** With respect to any Salary Deferral Contributions, as defined under the SARP, which were made before March 7, 2003, which the SARP Merged Employee initially elected to invest in the Company Stock Fund (as defined in the SARP), and Matching Employer Contributions, Supplemental Matching Employer Contributions and Discretionary Employer Contributions, all as defined under SARP, made on or after January 1, 2001 and prior to July 1, 2004, which are invested in the Company Stock Fund, as then defined under the SARP, such contributions may not be reinvested in other Investment Funds until the expiration of four full calendar quarters following the end of the payroll period to which such contributions relate.

With respect to any Salary Deferral Contributions, as defined under the CAP, which were made before March 7, 2003, which the CAP Merged Employee initially elected to invest in the Company Stock Fund (as defined in the CAP), and Matching Employer Contributions, Supplemental Matching Employer Contributions and Discretionary Employer Contributions, all as defined under the CAP, made on or after January 1, 2001 and prior to July 1, 2004, which are invested in the Company Stock Fund, as then defined under the CAP, such contributions may not be reinvested in other Investment Funds until the expiration of eight full calendar quarters following the end of the payroll period to which such contributions relate.

SECTION E **CSC Information Systems LLC**

E.01 **Eligibility Date.** Former CSC Information Systems LLC employees who are covered by a collective bargaining agreement that as of December 20, 2003 provided for participation in CAP are eligible to participate in the Plan on December 20, 2003. In addition, such individuals shall not be subject to the age requirement under Section 3.1 if such collective bargaining agreement does not contain an age requirement.

E.02 **Matching Contributions.** Instead of becoming eligible for Matching Employer Contributions at the time provided under subsection 5.1(a)(iii), no waiting period will apply to any of these individuals who are covered by a collective bargaining agreement that does not contain a waiting period requirement. The Matching Contributions made pursuant to subsection 5.1(a)(iii) shall be equal to one hundred percent (100%) on first ten percent (10%) of the Compensation Deferral Contributions made by these Participants.

SECTION F **CSC Outsourcing Inc.**

F.01 **Eligibility-Age Requirement.** Individuals represented by the Communications Workers of America Union ("CWA Union"), the International Association of Machinists and Aerospace Workers Union ("IAM Union"), the Marine Draftsmen's Association Union ("MDA Union"), or the Office & Professional Employees International Union ("OPEIU Union") who are eligible for the Plan shall not be subject to the age requirement under Section 3.1 of the Plan if the individual's applicable collective bargaining agreement does not contain an age requirement.

F.02 **After-Tax Contributions.**

(e) Individuals represented by the CWA Union shall be able to make after-tax contributions to the Plan in whole-percentage increments, from one percent (1%) to sixteen percent (16%) of the individual's base pay.

(f) Individuals represented by the IAM Union or the OPEIU Union shall be able to make after-tax contributions to the Plan in whole-percentage increments, from one percent (1%) to twenty-five percent (25%) of the individual's base pay; provided, however, that such individuals may not elect to make pre-tax contributions to the Plan under Section 4.1 at the same time the individual has elected to make such after-tax contributions.

(g) Individuals represented by the MDA Union shall be able to make after-tax contributions to the Plan in whole-percentage increments, from one percent (1%) to twenty-five percent (25%) of the individual's base pay; provided, however, that such individuals may not elect to make pre-tax contributions to the Plan under Section 4.1 at the same time the individual has elected to make such after-tax contributions. Once such an individual represented by the MDA Union ceases making after-tax contributions to the Plan, the after-tax contribution option is no longer available to that individual, and the individual may only make pre-tax contributions to the Plan.

F.03 **After-Tax Contribution Deferral Elections—HSP Plan.** For individuals represented by the IAM Union, the OPEIU Union, or the MDA Union, such individuals' contribution deferral elections for after-tax contributions in effect under the CSC Outsourcing Inc. Hourly Savings Plan ("HSP Plan") as of

December 31, 2004 shall be “mapped” into the Plan as indicated in the chart below for the paycheck received on January 7, 2005, and such elections shall apply for each paycheck thereafter until changed by an election by the individual.

HSP Plan, after-tax election at 12/31/04 (first $12.01 per hour of base pay)	Plan after-tax contribution rate (starting January 7, 2005)
0%	0%
2%	1%
4%	2%
6%*	3%*
8%	5%
10%**	5%

* Provided, however, for Participants in this group who also elected 6% on base pay over $12.01, the after-tax contribution rate for the Plan shall be 4%

** Provided, however, for Participants in this group who also elected 6% on base pay over $12.01, the after-tax contribution rate for the Plan shall be 9%

F.04 Pre-Tax Contributions.

(h) The maximum pre-tax Contributions Deferral Percentage under Section 4.1 of the Plan for individuals represented by the CWA Union shall be sixteen percent (16%), not fifty percent (50%).

(i) The maximum pre-tax Contributions Deferral Percentage for individuals represented by the IAM Union, the OPEIU Union, or the MDA Union shall be as set forth in Section 4.1 of the Plan.

F.05 Contribution Deferral Elections-CUTW Plan. For individuals represented by the CWA Union, such individuals’ contribution deferral elections for pre-tax contributions, after-tax contributions, and Catch-up Contributions in effect under the CSC Outsourcing Inc. CUTW Hourly Savings Plan as of December 31, 2004 shall continue in effect for purposes of the Plan for paychecks received on or after January 7, 2005, until changed by an election by the individual.

F.06 Catch-Up Contributions. Individuals represented by the IAM Union, the OPEIU Union, or the MDA Union shall be able to make Catch-up Contributions for paychecks received on or after January 7, 2005.

F.07 Matching Contributions.

(j) Matching Contributions pursuant to subsection 5.1(a)(iii) of the Plan for individuals represented by the CWA Union shall be equal to sixty-six and two-thirds cents (66 2/3 cents) for every dollar contributed by the individual (whether pre-tax, after-tax, or a combination thereof) up to the first 6% of the individual’s base pay, and all such Matching Contributions shall be invested in the DXC Technology Stock Fund. All Matching

Contributions made on behalf of individuals represented by the CWA Union shall not be subject to the vesting schedule in Section 8.2 of the Plan and shall at all times be 100% vested.

(k) With regard to individuals represented by the IAM Union, the OPEIU Union, or the MDA Union, Matching Contributions under subsection 5.1(a)(iii) of the Plan shall be equal to sixty percent (60%) of the first four percent (4%) of the individual's after-tax contributions, and forty percent (40%) of the next four percent (4%) of the individual's after-tax contributions, up to 8% of the individual's base compensation, for those individuals who make after tax contributions under the Plan. All such Matching Contributions shall be invested in the DXC Technology Stock Fund, and shall not be subject to the vesting schedule in Section 8.2 of the Plan but rather shall become 100% vested after the individual completes three (3) years of service.

SECTION G Mission Solutions Engineering LLC

G.01 Investment in the DXC Technology Stock Fund. Participants who are employees of Mission Solutions Engineering LLC ("MSE employees") shall not be permitted to make new investment elections to invest their Accounts into the DXC Technology Stock Fund, and shall not be permitted to make transfers of amounts in their Accounts into the DXC Technology Stock Fund. This restriction applies to contributions in a Participant's Account made by the Employer or the Participant while the Participant is an MSE employee as well as to contributions to a Participant's Account made by the Employer or the Participant while the Participant was or is employed by the Company or any other Participating Employer. (For avoidance of doubt: contributions in a Participant's Account that were previously invested into the DXC Technology Stock Fund prior to the date the Participant becomes an MSE employee shall be permitted to remain in the DXC Technology Stock Fund, and investment elections out of, transfers out of, and changes to the Participant's investment elections that move such contributions out of the DXC Technology Stock Fund are permitted.) (For further avoidance of doubt: A paycheck received from the Company for services performed prior to the date the Participant becomes an MSE employee, but received on or after the date the Participant becomes an MSE employee, is not Compensation received from Mission Solutions Engineering LLC, and is treated as Compensation "previously invested" for the purposes of this Section 1.01.

G.02 Investment of Participant's Account. If an MSE employee does not make an affirmative investment election for investment of the contributions made to the Participant's Account with respect to Compensation received from Mission Solutions Engineering LLC, such contributions shall be invested in the qualified default investment alternative fund designated by the Committee and specified in Appendix G to the Plan unless and until the Participant otherwise directs pursuant to Section 7.3. (For avoidance of doubt: All MSE employees are treated as "new hires" for Plan purposes, and as such are subject to the Automatic Enrollment

provisions contained in Section 4.2, and in all events, as specified in Section 1.01, the DXC Technology Stock Fund is not available to MSE employees for investment of contributions made to the Participants' Accounts with respect to Compensation received from Mission Solutions Engineering LLC.) (For further avoidance of doubt: A paycheck received from the Company for services performed prior to the date the Participant becomes an MSE employee, but received on or after the date the Participant becomes an MSE employee, is not Compensation received from Mission Solutions Engineering LLC and therefore not subject to this Section 1.02.)

SECTION H Image Solutions, Inc.

H.01 Applicability. This Section H serves to reflect the terms applicable to a former employee of Image Solutions, Inc. who was a participant in the Image Solutions, Inc. Thrift Incentive Plan (the "ISI Plan") immediately before becoming an Employee of the Company and whose account balance under the ISI Plan was transferred to the Plan on March 1, 2011 ("Former ISI Participant").

H.02 Vesting Schedule. With respect to matching contribution and profit-sharing contribution amounts under the 151 Plan that were transferred from the ISI Plan to this Plan on March 1, 2011, the following vesting schedule shall apply:

Years of Service	Vesting Percentage
Less than 2	0%
2 but less than 3	20%
3 but less than 4	40%
4 but less than 5	60%
5 but less than 6	80%
6 or more	100%

For avoidance of doubt: The vesting schedule described in this Section H.02 shall apply to the paychecks issued by Image Solutions, Inc. for services rendered prior to March 1, 2011, including the paychecks issued on February 28, 2011 and March 8, 2011.

H.03 Service Crediting. For purposes of crediting service to Former ISI Participants under Article 8 of the Plan, the method previously used by the NI Plan for crediting service, for past service periods, shall be converted from Hours of Service into the elapsed time method.

SECTION I Centauri Solutions

I.01 Applicability. This Section I serves to reflect the terms applicable to a former employee of Centauri Solutions who was a participant in the Centauri Solutions 401(k) Profit Sharing Plan (the "Centauri Plan") immediately before becoming an Employee of the Company and whose account balance under the Centauri Plan was transferred to the Plan on April 2, 2011 ("Former Centauri Participant").

I.02 **Vesting Schedule.** With respect to matching contribution and profit-sharing contribution amounts under the Centauri Plan that were transferred from the Centauri Plan to this Plan on April 2, 2011, the following vesting schedule shall apply:

Years of Service	Vesting Percentage
Less than 1	0%
1 or more	100%

1.03 **Service Crediting.** For purposes of crediting service to Former Centauri Participants under Article 8 of the Plan, the method previously used by the Centauri Plan for crediting service, for past service periods, shall be converted from Hours of Service into the elapsed time method.

SECTION J **First Consulting Group, Inc.**

J.01 **Applicability.** This Section J serves to reflect the terms available to former employees of (i) FCG Software Services, Inc.; (ii) FCG CSI, Inc.; or (iii) Zorch, Inc. who (i) became employees of the Company or CSC Consulting, Inc. on or after March 29, 2008; (ii) are former participants in First Consulting Group, Inc. Associate 401(k) and Stock Ownership Plan (the “FCG Plan”); and (iii) whose Accounts, as defined by the FCG Plan and as classified under this Plan upon merger of the FCG Plan on April 10, 2008, were merged into this Plan on account of the merger of the FCG Plan into this Plan (“FCG Merged Employees”).

J.02 **Eligibility Date.** FCG Merged Employees were eligible to enter the Plan on March 29, 2008 provided such employees met the Plan’s eligibility requirements.

J.03 **Applicable Payrolls.** For avoidance of doubt, FCG paychecks for services rendered through March 28, 2008, including FCG paychecks issued on March 28, 2008 (the “FCG March Paychecks”) and FCG paychecks issued on or about April 15, 2008 (the “FCG April Paychecks”), as well as all FCG paychecks issued prior to April 10, 2008, are paychecks for services rendered to FCG prior to the April 10, 2008 merger of the FCG Plan into the Plan and are governed by employee deferral elections and investment elections under the FCG Plan, even though some of those pay deferrals were not actually segregated from employer funds and deposited into the trust until after April 10, 2008.

In addition, for avoidance of doubt, paychecks from CSC issued on April 11, 2008 (for the pay period ending April 4, 2008), as well as all CSC paychecks issued after April 10, 2008, are CSC paychecks and are governed by employee deferral elections and investment elections under the Plan.

J.04 **Vesting Schedule.** With respect to FCG Merged Employees, the following vesting schedule shall apply to the assets in the Accounts of FCG Merged Employees merged into this Plan on account of the merger of the FCG Plan into this Plan that were previously in the FCG Merged Employees’ Matching

Contributions Account, ASOP Matching Contributions Account, First Share Account, Profit Sharing Account, ASOP Profit Sharing Account, or Special Contribution Account in the FCG Plan:

Years of Service	Vesting Percentage
Less than 1	0%
1 but less than 2	20%
2 but less than 3	40%
3 but less than 4	60%
4 but less than 5	80%
5 or more	100%

SECTION K **Maricom Systems, Inc.**

K.01 **Applicability.** This Section K serves to reflect the terms applicable to former employees of Maricom Systems, Inc. who participated in the Maricom Systems, Inc. 401(k) Plan and became employees of the Company on March 31, 2012 (“Former Maricom Participants”). The Maricom Systems, Inc. 401(k) Plan (the “Maricom Plan”) was merged with and into the Plan effective March 31, 2012.

K.02 **Vesting Schedule.** Safe harbor matching contribution amounts under the Maricom Plan shall be one hundred percent (100%) vested. With respect to nonelective employer contribution amounts under the Maricom Plan, the following vesting schedule shall apply:

Years of Service	Vesting Percentage
Less than 1	0%
1 or more	100%

For avoidance of doubt: The vesting schedules described in this Section K.02 shall apply to the paychecks issued by Maricom Systems, Inc. for services rendered prior to March 31, 2012, including the paycheck issued on April 13, 2012.

K.03 **Service Crediting.** For purposes of crediting service to Former Maricom Participants under Article 8 of the Plan, the method previously used by the Maricom Plan for crediting service, for past service periods, shall be converted from Hours of Service into the elapsed time method.

Appendix B

Service Exceptions

Notwithstanding anything in the Plan to the contrary, the provisions of this Appendix B shall govern as applied to employees at the locations or entities listed below who were employed by their prior employer, as applicable, on the date immediately prior to becoming an Employee of the Company or a Participating Employer (in conjunction with a Company-related acquisition, outsourcing agreement or transaction):

SERVICE EXCEPTIONS FOR DXC MAP

TRANSACTION NAME	PLAN	DIVISION	SERVICE EXCEPTION
21st Century	MAP	1571	Predecessor 21st Century service will be used to determine vesting level in the MAP
42Six Acquisition	MAP	4114	42Six service will be used to determine the vesting level in MAP.
AAI Contract	MAP	1571	Predecessor contract/client service will be used to determine the vesting level in MAP.
ACS	MAP	1203	No service exception.
AISS	MAP	4114	Predecessor contract service will be used to determine the vesting level.
Allianz	MAP	1571	
Alstorn	MAP	1571	Predecessor contract service will be used to determine the vesting level.
Alysis	MAP	1200	Recognition of prior service for eligibility and vesting.
American Practice Management (APM)	MAP	1571	Recognition of prior service for eligibility and vesting (eligible to participate as of 1/1/97).
American Red Cross	MAP	4107	Predecessor contract/client service will be used to determine vesting and toward one-year waiting period for company match.

AMSEC	MAP	1571	Predecessor contract/client service will be used to determine vesting.
Analytics	MAP	4114	Recognition of prior service for eligibility and vesting.
AON	MAP	1571	Recognition of prior service for vesting and company match.
APLES (Application Product Line Enterprise Solutions)	MAP	4107	Predecessor contract/client service will be used to determine the vesting level.
APPLABS	MAP	1285	Predecessor contract/client service will be used to determine the vesting level.
ARFP (Army Reserve Family Programs)	MAP	4114	Predecessor contract/client service will be used to determine the vesting level.
Ascension Health	MAP	1571	Recognition of prior service for company match and vesting.
Ascension Health II (ASC2 bcs and nbcs)	MAP	1571	Recognition of prior service for company match and vesting.
AT&T	MAP	1571	Recognition of prior service for eligibility and vesting.
AT&T Transitions	MAP	1571	Predecessor contract/client service will be used to determine the vesting level.
ATD – DOS (DYNCORP)	MAP	NPS	Recognition of prior service for vesting and company match.
ATS (formerly Covansys)	MAP	1285	ATS (Covansys) service will be used to determine vesting in new employer contributions in Matched Asset Plan.
Autonomic Resources	MAP	4107	Predecessor contract/client/acquisition service will be used to determine MAP vesting.
AXISS	MAP	4114	Predecessor contract/client service will be used to determine vesting and toward one-year waiting period for company match.
Axon Puerto Rico	MAP	1221	Predecessor contract/client service will be used to determine vesting.

BAE Recompete	MAP	1571	Recognition of prior service for eligibility and vesting.
Bae Systems	MAP	NPS	Recognition of prior service for eligibility and vesting. Eligibility for company match waived.
Baker & Taylor	MAP	1395/1571	Recognition of prior service for eligibility and vesting.
Bass & Company, LTD.	MAP	1395	Predecessor contract/client service will be used to determine the vesting level in the Matched Asset Plan.
Bath Iron Works	MAP	1571	Recognition of prior service for eligibility and vesting.
BDM Acquisition	MAP	NPS	Recognition of prior service for vesting. Eligibility waived.
Bearing Point	MAP	1571	Recognition of prior service for vesting and company match.
BHP	MAP	1571	Eligibility waived and recognition of prior service for vesting.
BOEING (Phase 1)	MAP	1571	Recognition of prior service for vesting and company match.
BOEING (Phase 2)	MAP	1571	Recognition of prior service for vesting and company match.
BOEING Mainframe	MAP	1571	Predecessor client service will be used to determine vesting and toward one-year waiting period for company match.
Boeing Mid-Range Transition	MAP	1571	Predecessor client service will be used to determine vesting and toward one-year waiting period for company match.
Bombardier	MAP	1571	Recognition of prior service for vesting and company match.
Budget (BGI)	MAP	1571	Recognition of prior service for eligibility and vesting.
Campbell Soup	MAP	1395	Recognition of prior service for eligibility and vesting.

CASCOM G-6 (Logistic Solutions Groups Inc.)	MAP	4145	Predecessor contract/client service will be used to determine the vesting level.
CASCOM G-6 II	MAP	4145	Predecessor contract/client service will be used to determine the vesting level.
CBP ENES 8	MAP	4107	Predecessor contract/client service will be used to determine the vesting level.
CCOPS (Raytheon)	MAP	1571	CSC service counts toward vesting.
CDC – ATSDR MSS	MAP	4107	Recognition of prior service for vesting and company match.
Centauri Solutions	MAP	4114	Predecessor contract/client service will be used to determine vesting level.
Children's Hospital of LA	MAP	1571	Recognition of prior service for company match and vesting.
Chrysler	MAP	1571	Predecessor client service will be used to determine vesting.
Chrysler EDS (Phase II)	MAP	1571	Predecessor client service will be used to determine vesting.
CICA (Combined Insurance Company of America)—an AON company	MAP	1571	Predecessor contract/client service will be used to determine vesting and toward one-year waiting period for company match.
CISLANT	MAP	4145	Predecessor contract/client service will be used to determine the vesting level in the Matched Asset Plan (MAP).
CMS DECC	MAP	4107	Predecessor contract/client service will be used to determine the vesting level in the Matched Asset Plan (MAP).
CNA	MAP	1571	Recognition of prior service for eligibility and vesting.
Concert/BT	MAP	Multiple	Recognition of prior service for vesting and company match.
Computer Sciences Corporation	MAP	Multiple	Recognition of prior service for vesting.

Continuum (inc. Allianz, Liberty Corp, Ohio State Life, Hogan)	MAP	1200	Eligibility waived. Recognition of prior service for vesting. No window.
County of San Diego	MAP	1571	Recognition of prior service for eligibility and vesting.
CTSF Facility Infrastructure Report (S3 to 2 CTSF)	MAP	4114	Predecessor contract/client service will be used to determine the vesting level in the Matched Asset Plan.
CTSF TMD	MAP	4114	Predecessor contract/client service will be used to determine the vesting level in the Matched Asset Plan.
Customs and Border Protection Enterprise Networking Engineering (CBP ENES)	MAP	4107	Predecessor contract/client service will be used to determine the vesting level in the Matched Asset Plan.
D&B	MAP	Multiple	Recognition of prior service for vesting and company match.
DANTES (Defense Activity for Non-Traditional Education Support)	MAP	4114	Recognition of prior service for vesting and toward one-year waiting period for company match.
DATATRAC	MAP	4107	Recognition of prior service for vesting.
DCAT-4	MAP	4107	Predecessor contract/client service will be used to determine the vesting level in the Matched Asset Plan.
Defense Information Systems Agency Information Technology Enterprise Support Services (DISA DESS)	MAP	4114	No service exception.
Defense Threat Reduction Agency Chemical/Biological (DTRA CB)	MAP	4114	No service exception.
Delphi Outsourcing	MAP	1571	Predecessor contract/client service will be used to determine the vesting and toward one-year waiting period for company match.
Department of Energy (DOE) contract (CDSI-prior)	MAP	4107	Recognition of prior service for eligibility if enrollment is completed during 4/95.
Department of State	MAP	4107	Recognition of prior service for eligibility and vesting.

DHS FSSS-OMS&T	MAP	4107	Predecessor contract/client service will be used to determine the vesting level in the Matched Asset Plan.
DPSU (Dr. Pepper/Seven Up, Inc.	MAP	1395/4114	Recognition of prior service for eligibility and vesting.
DTS-PO (Diplomatic Telecommunications Service)	MAP	4107	Recognition of prior service for vesting and company match.
DuPont Dacron	MAP	1571/multiple	Eligibility waived. Recognition of prior service for vesting. The employees who transitioned from DuPont who supported the Dacron SBU, are eligible for the provisions stated in HR Exhibit of the DuPont MSA and exception stated above (for DuPont/Conoco) applies.
DuPont Pharmaceuticals	MAP	1571	Eligibility waived. Recognition of prior service for vesting. The exception stated above (DuPont/Conoco) applied to the employees who supported the Pharmaceutical SBU and transitioned from DuPont to CSC.
DuPont Pharmaceuticals	MAP	1571	
DuPont/Conoco (CSC Chemical, Oil, & Gas Group)	MAP	1571/multiple	Recognition of prior service for eligibility and vesting for employees accepting employment with CSC prior to June 1, 1999. In 1999, this date was extended by a year. New date is June 1, 2000.
DuPont/Conoco (CSC Chemical, Oil, & Gas Group)	MAP	1571/multiple	
DynCorp	MAP	NPS/1010	Recognition of prior service for vesting and company match.
DynMcDermott	MAP	4107	Recognition of prior service for vesting and company match.
Eagle Alliance	MAP	4113	Recognition of prior service for vesting and company match for NSA Non-Annuitants, NSA In-Scope Annuitants, and transferring Logicon EEs. For transferring CSC EES, use current CSC MAP vesting date. For New Hires, use date of hire with Eagle Alliance.
Eagle Alliance (Groundbreaker/Northrop Grumman)	MAP	4113	Recognition of prior service for vesting and company match.

Eagle Alliance (Groundbreaker/Northrop Grumman)	MAP	4113	Recognition of prior service for vesting and company match.
Eagle Alliance (Groundbreaker/Northrop Grumman)	MAP	4113	Recognition of prior service for vesting and company match.
ECS	MAP	1395	Recognition of prior service for eligibility and vesting.
EdNet	MAP	4107	Recognition of prior service for vesting and company match.
Enron	MAP	1571	Recognition of prior service for eligibility and vesting.
Enterprise Services, LLC	MAP	Multiple	Services recognized for vesting under the HPE 401(k) Plan will be recognized for purposes in the MAP.
EPA Central Data Exchange Contract (EPA-CPX)	MAP	4107	Recognition of prior service for vesting and company match.
EPA FAIR II	MAP	4107	Recognition of prior service for vesting and company match.
Equiva (aka Alliance)	MAP	1571	Eligibility waived. Recognition of prior service for vesting.
ESI	MAP	4119	Predecessor contract/client service will be used to determine the vesting level.
Estee Lauder (ELC) Account	MAP	1571	Predecessor ELC service will be used to determine the vesting level.
ETS (Educational Testing Service)	MAP	1571	Recognition of prior service for vesting and company match.
Family Readiness Staffing Support (FRSSS)	MAP	4114	Predecessor contract/client service will be used to determine the vesting level.
Farmers DE Data	MAP	1571	No service exception.

FASTDATA (The Fund Administration & Standardized Document Automation (FASTDATA) System	MAP	4114	Predecessor contract/client service will be used to determine the vesting level in the Matched Asset Plan (MAP).
FBI	MAP	4107	Predecessor contract/client service will be used to determine the vesting level in the Matched Asset Plan (MAP).
FDIC ISC-3 Infrastructure Services Contract	MAP	4107	Predecessor contract/client service will be used to determine the vesting level in the MAP.
FIC/Americo contract	MAP	1202	Predecessor contract/client service will be used to determine the vesting level.
Fidelity Information Services (FIS)	MAP	1200	Combined CSC/FIS service will be used to determine vesting in the MAP
First Chicago	MAP	1395/4114	Recognition of prior service for eligibility and vesting.
First Consulting Group (FCG)	MAP	1395/1571	Recognition of FCG service date for vesting
Fixnetix	MAP	1220	Predecessor contract/client service will be used to determine the vesting level
FMS (PEO C41 FMS Syun An Life Cycle Operations Support (formerly Po Sheng Program))	MAP	4114	Predecessor contract/client service will be used to determine the vesting level.
Freddie Mac	MAP	1571	Predecessor client service will be used to determine the vesting level in the Matched Asset Plan (MAP).
Fruition	MAP	1218	Predecessor contract/client service will be used to determine vesting.
FTSSIII CISLANT	MAP	4145	Predecessor contract/client service will be used to determine the vesting level.
GD/GSC (General Dynamics)	MAP	1571	Recognition of prior service for eligibility and vesting.
GDDS	MAP	4107	Recognition of prior service for vesting and company match.

General Dynamics (GD)	MAP	1571	Recognition of prior service for eligibility and vesting (see binder for details).
General Dynamics Land Systems (GDLS)—Force Protection Inc (FPI)	MAP	1571	Predecessor contract/client service will be used to determine vesting level.
General Motors Locomotive Group (GMLG)/EDS	MAP	1571	Recognition of prior service for eligibility and vesting.
Genuity Corporation	MAP	1571	Recognition of prior service for vesting and company match.
GSA Answers (9TSAMSIS005) One-Net	MAP	4114	Recognition of prior service for vesting and company match.
Gulfstream	MAP	1571	Recognition of prior service for vesting and company match.
H-53 Modification Installations (Adams Communications)	MAP	NPS	Predecessor contract/client/ acquisition service will be used to determine MAP vesting.
Hanford	MAP	4107	Recognition of prior service for vesting and company match.
Hanford Occupational Health Services Contract	MAP	4107	Predecessor plan will be used to determine the vesting level in the MAP.
HealthMarkets Inc. (HMI)	MAP	1202	Predecessor contract/client/ acquisition service will be used to determine NAP vesting.
HOSC (Huntsville Operations Support Center) – Lockheed Martin & NTI	MAP	4107	Recognition of prior service for vesting and company match.
Hughes Support Center	MAP	1571	Recognition of prior service for vesting.
Huntington Ingalls Incorporated Account	MAP	1571	Predecessor client service will be used to determine the vesting level in the Matched Asset Plan (MAP).
Hyatt (The Alliance w/SDT)	MAP	1571	Recognition of prior service for eligibility and vesting.
Infochimps (Project Indigo)	MAP	1200	Predecessor contract/client service will be used to determine the vesting level.

ING Financial services Int'l NA	MAP	1200	Recognition of prior service for eligibility and vesting.
Ingersoll Rand (IR) Account	MAP	1571	Predecessor contract/client service will be used to determine the vesting level in the Matched Asset Plan (MAP).
INS STARS EXPANSION	MAP	4107	Recognition of prior service for vesting and company match.
IROSS (Innovative Research and Optics Systems Support) contract	MAP	4114	Recognition of prior service for vesting and company match.
IRS IPS	MAP	4107	Predecessor contract/client service will be used to determine the vesting level.
ISI—Image Solutions, Inc.	MAP	1395	Image Solutions, Inc. service counts toward vesting schedule.
ITCC (USSTRATCOM)	MAP	4114	Recognition of prior service for vesting and company match.
ITS—2 (Information and Technology Services)	MAP	4107	
ITS (Information Technology Solutions) acquisition	MAP	4114	Predecessor contract/client service will be used to determine the vesting level.
ITS Transition (NASA & Lockheed) @ Stennis	MAP	4107	Recognition of prior service for vesting. Eligibility waived.
ITS-2	MAP	4107	Predecessor contract/client service will be used to determine the vesting level.
ITSS	MAP	4114	Predecessor contract/client service will be used to determine the vesting level.
J.P. Morgan (Pinnacle Alliance)	MAP	1571	Recognition of prior service for eligibility and vesting.
James River	MAP	1571/1200	Recognition of prior service for eligibility and vesting. No window.
Jet Propulsion Lab—Civil Group (see JPL OAO)	MAP	4107	Recognition of prior service for vesting and company match.

Jet Propulsion Laboratory Information Systems Development Support (JPL.ISDS)	MAP	4107	Recognition of prior service for vesting and company match.
JPMC/IMS (Verizon)	MAP	4107	Recognition of prior service for vesting and company match.
JVAP (DynCorp)	MAP	NPS	Recognition of prior service for vesting and company match.
Kemper	MAP	1285	Predecessory client service will be used to determine the vesting level in the Matched Asset Plan.
KROGER	MAP	1395	Recognition of prior service for vesting and company match.
Logmod	MAP	4114	Recognition of prior service for eligibility and vesting.
LOGMOD NCCIM	MAP	4114	Recognition of prior service for vesting and company match.
LogSec	MAP	4114	Recognition of prior service for MAP vesting.
Lucas (LCI)	MAP	1010	Recognition for eligibility.
Marconi	MAP	1571	Recognition of prior service for vesting and company match.
Maricom	MAP	4107	Recognition of previous employer service for MAP vesting.
McAuto	MAP	4528/4107	Recognition of prior service for vesting.
MetLife	MAP	1202	Predecessor contract/client service will be used to determine the vesting level.
Missile Defense Agency Engineering and Services support (MiDAESS) contract	MAP	4114	Predecessor contract/client service will be used to determine vesting in the Matched Asset Plan.

Mississippi Space Services (MSS)	MAP	4107	Recognition of prior service for eligibility and vesting.
Motorola	MAP	1571	Recognition of prior service for vesting and company match.
Mutual of New York (MONY)	MAP	1395	Recognition of prior service for eligibility and vesting.
Mynd	MAP	FSG (1200's)	Recognition of prior service for vesting.
NASA Ames	MAP	4107	Recognition of prior service for eligibility and vesting.
NASA CoSMO	MAP	4107	Recognition of prior service for eligibility and vesting.
NASA JPL	MAP	4107	Predecessor contract/client service will be used to determine the vesting level in the Matched Asset Plan.
NASA LaRC (Langley Research Center) Information Technology Enhanced Services (LITES)	MAP	4107	Predecessor contract/client service will be used to determine the vesting level in the Matched Asset Plan.
NASA SCTS	MAP	4107	Predecessor contract/client service will be used to determine the vesting level in the Matched Asset Plan.
NASA Shared Services	MAP	4107	Predecessor contract/client service will be used to determine the vesting level.
NASA Supercomputing Extension 3 (NS3)	MAP	4107	Recognition of prior service for vesting.
National Grid	MAP	1571	Predecessor contract/client service will be used to determine the vesting level in the Matched Asset Plan.
National Oceanic Atmospheric Administration (NOAA) Contract	MAP	4107	Recognition of prior service for eligibility and vesting.
Naval Construction Training Center (NAVCONSTRACEN)	MAP	4114	Predecessor contract/client service will be used to determine the vesting level.
Naval Personnel Development Command (NPDC) Contract	MAP	4114	Predecessor contract/client service will be used to determine vesting and toward one-year waiting period for company match.

Naval Warfare Contract, Linton, IN	MAP	4114	Predecessor contract/client service will be used to determine vesting and toward one-year waiting period for company match.
NAVSUP	MAP	4114	Predecessor contract/client service will be used to determine the vesting level.
New York Stock Exchange Account	MAP	1395	Predecessor New York Stock Exchange service will be used to determine the vesting level.
Nichols Research	MAP	NPS	Recognition of prior service for eligibility and vesting.
NJVA/NIMA Contract	MAP	4114	Recognition of prior service for vesting and company match.
Nortel	MAP	1571	Eligibility waived. Nortel service counts towards vesting for MAP and enhanced MAP.
Nortel Argon	MAP	1571	ER match eligibility waived. Nortel service counts towards vesting for MAP and enhanced MAP.
Nortel Krypton	MAP	1571	ER match eligibility waived. Nortel service counts towards vesting for MAP and enhanced MAP.
North Carolina Medicaid Mgmt Info Sys (NC MMIS)	MAP	4528	No service exception.
NSWC Crane ITSp	MAP	4114	Predecessor contract/client service will be used to determine the vesting level.
OCELOT	MAP	NPS	Predecessor contract/client/acquisition service will be used to determine MAP vesting.
ORSMO (Offutt Red Switch Management Office)	MAP	4114	Predecessor contract/client service will be used to determine the vesting level in the MAP.
Oxford Health	MAP	1571	Recognition of prior service for vesting. Predecessor contract/client service will be used to determine vesting and toward one-year waiting period for company match.
PBGC	MAP	4107	Eligible to participate in MAP on 1/1/98; Recognition of prior service for eligibility and vesting.

Pinnacle Group	MAP	1395/NPS	Eligible to participate in MAP on 1/1/98; Recognition of prior service for eligibility and vesting.
PM RUS CM & HOD	MAP	4114	Predecessor contract/client service will be used to determine the vesting level in the Matched Asset Plan (MAP).
PM SETA	MAP	4114	Predecessor contract/client service will be used to determine the vesting level.
Pratt & Whitney	MAP	1571	Recognition of prior service for eligibility and vesting.
Providian	MAP	1571	Recognition of prior service for vesting and company match.
PSG (ARC Professional Services Group)	MAP	114	Recognition of prior service for vesting. Eligibility waived.
Raytheon	MAP	1571	Recognition of prior service for eligibility and vesting.
Raytheon Aircraft	MAP	1571	Recognition of prior service for vesting and company match.
Raytheon IDS Expansion Account	MAP	1571	Predecessor client service will be used to determine vesting and toward one-year waiting period for company match.
Raytheon IT (RTN)	MAP	1571	Predecessor RTN service will be used to determine the vesting level in MAP.
Regional Training Sites Medical (RTSMED)	MAP	4145	Predecessor contract/client service will be used to determine the vesting level in MAP.
Reynolds & Reynolds	MAP	1571	Recognition of prior service for vesting and company match.
RSC/RUS/CREW	MAP	4114	No service exception.
RTSC	MAP	1571	Recognition of prior service for vesting and company match.
RTSMED	MAP	4145	Predecessor contract/client service will be used to determine the vesting level in the Matched Asset Plan.

San Diego Gas & Electric (SDG&E)	MAP	1571	Recognition of prior service for vesting.
Scott Paper	MAP	4107	Recognition of prior service for eligibility and vesting.
Sears	MAP	1571	Recognition of prior service for vesting and company match.
Sempra Energy (continuation of SDG&E contract)	MAP	1571	Recognition of prior service for vesting.
ServiceMesh	MAP	1209	Recognition of prior service with ServiceMesh towards vesting.
SITI (Basell)	MAP	1571	Recognition of prior service for vesting and company match.
SNET (currently called CUTW)	MAP	1571	Recognition of prior service for eligibility and vesting.
Southwestern Life/Finance (SwissRe) (SWF)	MAP	1202	Recognition of prior service for vesting and company match.
SSA ITSSC (Social Security Administration ITSCC)	MAP	4107	Predecessor contract/client service counts toward vesting schedule.
SSC PAC (aka TLC—Technical Logistics Corp)	MAP	4114	Predecessor contract/client service will be used to determine the vesting level in MAP.
St. Vincent (SVCMC)	MAP	1571	Recognition of prior service for vesting, ER match. Eligibility waived.
Standard Register	MAP	1571	Recognition of prior service for eligibility and vesting.
Standard Registry	MAP	1571	Predecessor contract/client service will be used to determine the vesting level in MAP.
Starlight Mainframe Systems Programs	MAP	1571	Predecessor contract/client service will be used to determine vesting and toward one-year waiting period for company match.
Stennis DCMS	MAP	4107	Predecessor contract/client service will be used to determine vesting level.

SUN	MAP	1571	Recognition of prior service for vesting.
Sun MicroSystems	MAP	1571	Recognition of prior service for vesting and company match.
Swiss Re	MAP	1202	Predecessor contract/client service will be used to determine the vesting level in MAP.
Swiss Re 2003		1200	Predecessor contract/client service will be used to determine the vesting level in MAP.
tCaS (Collaboration at Sea) contract	MAP	4114	Predecessor contract/client service will be used to determine the vesting level in MAP.
Tenacity	MAP	4114	Recognition of prior service with Tenacity towards vesting.
Textron Transition	MAP	1571	Recognition of prior service for vesting and company match.
TFMM Contract IIDTRAWA-04-C-00045 (Traffic Flow Mod)	MAP	4107	Predecessor contract/client service will be used to determine vesting and toward one-year waiting period for company match.
TKE (ThyssenKrupp Elevator)	MAP	1571	Recognition of prior service for vesting.
Ting Aviation (Dyn Norco)	MAP	4145	No service exception.
TRW Financial Services	MAP	1200	Recognition of prior service for eligibility and vesting.
TSA/ITIP	MAP	4107	Predecessor contract/client service will be used to determine the vesting level in MAP.
TSPI	MAP	1010	Recognition of prior service with TSPI towards vesting.
T-Wack	MAP	1395	Recognition of prior service to eligibility and vesting.
UBS	MAP	1571	Predecessor UBS service will be used to determine vesting level in the Matched Asset Plan.

United Launch Alliance (ULA)	MAP	1571	Predecessor service will be used to determine the vesting level in MAP.
United Technologies (UTC/NA 17)	MAP	1571	Predecessor contract/client service will be used to determine the vesting level in MAP.
United Technologies (UTC) North American Expansion 13A (NAE 13A)	MAP	1571	UTC Sikorsky Keystone Helicopter service counts toward vesting schedule
United Technologies (UTC/Sundstrand)	MAP	1571	Recognition of prior service for eligibility and vesting.
United Technologies (UTC/Sundstrand) Expansion 10 (NAE 10)	MAP	1571	Recognition of prior service for vesting and company match.
United Technologies (UTC/Sundstrand) Expansion 12 (NAE 12)	MAP	1571	UTC service will be used to determine vesting and toward one-year waiting period for company match.
United Technologies (UTC/Sundstrand Expansion 9 (NAE 9)	MAP	1571	Recognition of prior service for vesting and company match.
United Technologies (UTC/North America) Extension 16	MAP	1571	UTC service will be used to determine the vesting level in the Matched Asset Plan (MAP) and toward the one-year waiting period requirement for the Company Matching contributions to the MAP.
University of Pennsylvania Health System (UPHS)	MAP	1571	Predecessor contract/client service will be used to determine the vesting level in MAP. Thus, UPHS, FCG and ACS service will be recognized for MAP vesting requirements.
US VISIT	MAP	4107	Prior predecessor service counts toward vesting schedule.
USSOUTHCOM J6	MAP	4114	Predecessor contract/client service will be used to det1571ermine the vesting level in the Matched Asset Plan.
UTC NAE 16D SAS	MAP	1571	Predecessor contract/client service counts toward vesting schedule.
UTC RoW 1 (ACT/PCI)	MAP	1571	Predecessor contract/client service will be used to determine the vesting level.
UTC UTAS (Goodrich) UTC Aerospace	MAP	1571	Predecessor client service will be used to determine the vesting level in MAP.

Valley Forge Life (VFL) Swiss Re	MAP	1202	Recognition of prior service for vesting and company match.
VF Corporation	MAP	1571	Predecessor contract/client service will be used to determine the vesting level in the Matched Asset Plan.
VOLPE	MAP	4107	Recognition of prior service for eligibility and vesting.
VX-9 Engineering Support Opportunity	MAP	4114	Predecessor contract/client service will be used to determine the vesting level in the Matched Asset Plan.
Warfighter (WFF-Raytheon)	MAP	4145	No service exception.
WCI Steel, Inc.	MAP	?	Recognition of prior service for eligibility and vesting.
Welkin	MAP	4185	Recognition of prior service for eligibility and vesting.
Westinghouse SMS	MAP	1571	Recognition of prior service for vesting and company match.
WEX	MAP	1571	Predecessor contract/client service will be used to determine vesting.
Wilton Re	MAP	1202	Predecessor contract/client service will be used to determine the vesting level in MAP.
Xchanging	MAP	1683/1687/1688	Predecessor contract/client service will be used to determine the vesting level.
Xerox	MAP	1571	Predecessor contract/client service will be used to determine the vesting level in MAP.
Zurich	MAP	1571	Recognition of prior service for vesting and company match.
Zurich Account Expansion	MAP	1571	Predecessor IBM service will be used to determine the vesting level in MAP.
Zurich FSG (Sofia) Account	MAP	1571	Predecessor client service will be used to determine the vesting level in MAP.

Appendix C

Participating Employers

Affiliated Companies designated as Participating Employers:

- CSC Consulting, Inc.
- CSC Covansys Corporation
- CSC Agility Platform Inc. (formerly ServiceMesh, Inc.)
- Fruition Partners, Inc.
- Fixnetix, Inc.
- Axon Puerto Rico, Inc.
- Xchanging Systems and Services, Inc.
- Xchanging Solutions (USA) Inc.
- SBB Services, Inc.
- Computer Sciences Corporation
- Enterprise Services, LLC
- National Heritage Insurance Co.
- Wendover Financial Services
- Safeguard Services
- Enterprise Services State & Local Inc.
- Enterprise Service Caribe LLC

Non-Affiliated Companies designated as Participating Employers:

- CeleritiFinTech Services USA, Inc.

Appendix D

Eligible Unions

Employees represented by the unions listed below are eligible to participate in this Plan on the date listed below, if applicable, provided such Employees meet the Plan's eligibility requirements.

- International Association of Machinist's and Aerospace Workers Local 1125, January I, 1997.
- Office and Professional Employees International Union, December 16, 1996.
- Metal Trades Council of New London, December 1, 1996.
- Land Systems Employees who are covered under a collective bargaining agreement between the Company and the United Automobile Workers of America, June 23, 1997.
- Marine Draftsmen's Association (MDA—UAW 571). With effective dates as follows:
  - Employees who were participants in the CSC Outsourcing Inc. Hourly Savings Plan as of August 31, 1996 were eligible to elect to participate in this Plan or remain in the CSC Outsourcing Inc. Hourly Savings Plan, but not both.
  - Employees who were on the Company payroll as of August 29, 1996 but who were not then enrolled in the CSC Outsourcing Inc. Hourly Savings Plan, may elect to participate in either this Plan or the CSC Outsourcing Inc. Hourly Savings Plan, but not both. Such employees whose period of eligibility is after December 31, 1996 will have 30 days after becoming eligible to make this election.
  - Employees hired after August 29, 1996 only will be eligible to participate in this Plan.
- Any union that has a valid collective bargaining agreement with Space Coast Launch Services LLC that (i) provides for contributions to this Plan, and (ii) is effective on or after July 1, 2005 — but only until July 19, 2013
- Communications Workers of America Union
- International Association of Machinists and Aerospace Workers Union
- Marine Draftsmen's Association Union
- Office & Professional Employees International Union

Appendix E

Loan Rollovers

Notwithstanding anything in the Plan to the contrary, the Plan shall accept a rollover of a loan that was under the prior employer's plan into this Plan for the employees of the entities listed below who were employed by their prior employer, as applicable, on the date immediately prior to becoming an Employee of the Company (in conjunction with a Company acquisition or outsourcing agreement).

- Gulfstream
- Swiss Re
- BAE (Nashua)
- NRC
- D & B
- Estee Lauder
- Zurich
- Farmers
- Bass & Company
- Kemper
- ServiceMesh, Inc.
- Tenacity Solutions, Inc.

Appendix F

Certain Special Terms and Conditions

Special terms and conditions, some of which are already reflected throughout the Plan document, apply to certain employees. A list of these special terms and conditions in effect as of April 1, 2017 is attached on the following pages.

MAP FEATURES AS OF 4/1/17

Payroll Code for Deferral & Matching Contributions	Payroll Code for Company Discretionary Contributions	Payroll Code Descriptions	Description of Contributions	Eligible Participant Population	Vesting of Matching Contributions	Vesting of Company Discretionary Contribution
B35J	N/A	CWA Union pre-tax	Match of 66 2/3% up to the first 6% per pay period	CWA Union (formerly CUTW)	3 yr cliff	N/A
B36J	N/A	CWA Union post-tax	Match of 66 2/3% up to the first 6% per pay period	CWA Union (formerly CUTW)	3 yr cliff	N/A
B400	N/A	Catch Up	Age 50 Catch Up	All participating companies	N/A	N/A
B401	N/A	TMG Union post-tax	Match of 60% up to the first 4% and 40% on next 4% up 8% per pay period	Legacy General Dynamics Union	3 yr cliff	N/A
B540	N/A	Not Eligible	No employee deferrals, no match, no company discretionary	International employees in US on split payroll	N/A	N/A
B69A	B69B	Swiss Re 401k	Match of 50% on first 6% per pay period; company discretionary of 6% per pay period	Employees who transitioned from Swiss Re on 1/1/2012	5 yr graded	5 yr graded
B35Q	N/A	Puerto Rico	Match of 50% on first 6% per pay period up to Puerto Rico limits	Employees in Puerto Rico (not union or SCA)	1 yr cliff	N/A
B35W	N/A	Union & SCA	Match of 50% on first 6% per pay period	Union and SCA employees	5 yr graded	N/A
B35X	N/A	Puerto Rico Union & SCA	Match of 50% on first 6% per pay period	Union and SCA employees in Puerto Rico	5 yr graded	N/A

Appendix G

Target Series Retirement Funds

Compensation Deferral Contributions made on behalf of Automatic Enrollment Participants are invested in the Investment Funds set forth on the following table.

In accordance with Section 7.1, Matching Contributions and Retirement Accounts credited on a Participant's behalf shall be initially invested in the applicable Target Series Retirement Fund set forth below, unless the Participant elects to have such amounts initially invested in any other Investment Fund(s) in accordance with the provisions of subsection 7.3(b).

Year of Birth	Target Series Retirement Fund*
1947 and earlier	Retirement Fund
1948 to 1952	Retirement 2015 Fund
1953 to 1957	Retirement 2020 Fund
1958 to 1962	Retirement 2025 Fund
1963 to 1967	Retirement 2030 Fund
1968 to 1972	Retirement 2035 Fund
1973 to 1977	Retirement 2040 Fund
1978 to 1982	Retirement 2045 Fund
1983 to 1987	Retirement 2050 Fund
1988 to 1992	Retirement 2055 Fund
1993 and beyond	Retirement 2060 Fund

* Based on Normal Retirement Age

Appendix H

Special Rules for Puerto Rican Participants

The provisions of this Appendix H shall govern as applied to Employees who are permanent residents of Puerto Rico and paid on a Puerto Rico payroll. Employees who meet the foregoing requirements are known herein as "Puerto Rico Employees"; Puerto Rico Employees who become eligible to participate in the Plan are known herein as "Puerto Rico Participants." The provisions of the Plan apply to Puerto Rico Employees and Puerto Rico Participants, except that where a provision in this Supplement H conflicts with any other provision of the Plan the provision set forth in this Appendix H shall govern with respect to Puerto Rico Employees and Puerto Rico Participants, notwithstanding anything contained in the Plan to the contrary.

H-1. Purpose. The purpose of this Supplement H is to comply with the requirements of the Puerto Rico Internal Revenue Code of 1994, the Puerto Rico Internal Revenue Code of 2011 (the "PRIRC") and any subsequent legislation that modifies or supersedes the PRIRC. The provisions of this Supplement H were originally effective as of January 1, 2001.

H-2. Limitation on Actual Deferral Percentage. In no event shall the Actual Deferral Percentage (as defined below) of the Highly-Compensated Employees (as defined in paragraph H¬3) for any Plan Year exceed the greater of:

(a) The Actual Deferral Percentage of all other Puerto Rico Participants for such Plan Year multiplied by 1.25; or

(b) The Actual Deferral Percentage of all other Puerto Rico Participants for such Plan Year multiplied by 2.0; provided that the Actual Deferral Percentage of the Highly-Compensated Employees does not exceed that of all other Puerto Rico Participants by more than 2 percentage points.

The "Actual Deferral Percentage" of a group of Puerto Rico Participants for a Plan Year means the average of the ratios (determined separately for each Puerto Rico Participant in such group) of: (i) the amount of elective deferral contributions actually paid over to the Trust on behalf of each Participant for such Plan Year; to (ii) the Participant's Includable Compensation for such Plan Year.

Excess Contributions (as defined below) made on behalf of Highly-Compensated Employees shall be reduced in order of the Actual Deferral Percentages beginning with the highest such percentage. Any distribution of the Excess Contributions for any Plan Year shall be made to Highly-Compensated Employees on the basis of the respective portion of the Excess Contributions attributable to each such Highly-Compensated Employees. With respect to any Plan Year, "Excess Contributions" means the excess of the aggregate amount of elective deferral contributions actually paid over to the Trust on behalf of the Highly-Compensated Employees for such Plan Year, over the maximum amount permitted under this paragraph H-2. A distribution of Excess Contributions shall include income attributable thereto.

H-3. Highly-Compensated Employee. For purposes of Appendix H, the term "Highly-Compensated Employee" means:

(a) For Plan Years beginning prior to January 1, 2011, any Puerto Rico Employee who is more highly compensated than two-thirds of all eligible Puerto Rico Employees who are permanent residents of Puerto Rico, taking into account compensation as prescribed by the Secretary of the Treasury of Puerto Rico for purposes of determining a Participant's Actual Deferral Percentage; or

(b) For Plan Year beginning on or after January 1, 2011, any Puerto Rico Employee of the Participating Employer who is an officer, a shareholder holding more than 5 percent of the voting shares or total value of all classes of stock of the Participating Employer or an Affiliated Company, or a Puerto Rico Employee who in the preceding tax year had Includable Compensation from the Participating Employers and the Controlled Group Members of more than $110,000 (or such greater amount as may be determined under Section 414(q)(l)(B) of the Code).

H-4. Limitation on Elective Deferrals. Except to the extent permitted with respect to any Catch-Up Contributions described in paragraph H-6, a Puerto Rico Participant' elective deferrals may not exceed the limit on elective deferrals set by the U.S. Secretary of the Treasury pursuant to Code Section 402(g) for the 2011 taxable year or any subsequent taxable year. For years prior to 2011, this limit applied as follows: for taxable years prior to 2008 a Puerto Rico Participant's elective deferrals may not exceed the lesser of ten (10) percent of the Participant's Compensation or $8,000 (or such other dollar amount as determined by the Secretary of the Treasury of Puerto Rico or by prior legislation); for the 2008 taxable year $8,000; and for the 2009 and 2010 taxable years $9,000.

H-5. Limitation on After-Tax Contributions. The Plan does not allow Participants to make after-tax contributions. If a Puerto Rico Participant is ever allowed to elect after-tax contributions, such Puerto Rico Participant's after-tax contributions may not exceed 10 percent of the aggregate Compensation received by the Puerto Rico Participant during all years of participation in the Plan.

H-6. Catch-Up Contributions. Eligible Puerto Rico Participants may make Catch-Up Contributions in accordance with Articles 4 and 5 of the Plan, but not prior to the 2006 taxable year. Notwithstanding the foregoing, however, a Puerto Rico Participant's Catch-Up Contributions are limited to $500 for the 2006 taxable year, $1,000 for the 2007 through 2011 taxable years, $1,500 for the 2012 taxable year, and the amount specified under the PRTRC or any subsequent legislation or guidance for any subsequent taxable year.

H-7. Hardship Withdrawals. A Puerto Rico Participant's elective deferral contributions automatically shall be suspended for twelve (12) months from the date of the Puerto Rico Participant's receipt of the hardship distribution (determined in accordance with subsection 9.7(a) of the Plan).

H-8 Restrictions on Distributions. The Accounts of Puerto Rico Participants which are credited with elective deferrals may not be distributed to a Puerto Rico Participant earlier than the Puerto Rico Participant's Severance Date or in the event of hardship (determined in accordance with paragraph H-7 and subsection 9.7(a) of the Plan). No amount of a Puerto Rico Participant's Accounts may be distributed prior to the Puerto Rico Participant's Severance Date solely because the Participant has completed a period of participation or a fixed number of years has elapsed.

H-9 Automatic Cashout. Upon a Puerto Rico Participant's Severance Date, in the case of a Puerto Rico Participant whose Distributable Benefit does not exceed $5,000 (not including the amount of any Rollover Account) the Distributable Benefit may be distributed to the Puerto Rico Participant in a lump-sum without such Participant's election.

H-10. Rollovers to PR Plan or IRA. A Puerto Rico Participant may rollover benefits that constitute an eligible rollover distribution under the PRIRC to an individual retirement account or annuity under the provisions of Section 1081.02 of the PRIRC, or to a nondeductible individual retirement account or a qualified plan under the provisions of Section 1081.01(b) of the PRIRC.

H-11 Puerto Rico Employers. Puerto Rico Employees of all Participating Employers or Affiliated Companies who are permanent residents of Puerto Rico shall be considered for purposes of the nondiscrimination tests under Sections 1081.01(a)(3), 1081.01(a)(4) and 1081.01(d)(3) (described in paragraph H-2) of the PRIRC.

Appendix I

Ineligible ESOP Participants

The following entities and groups of Employees shall not be eligible to be Participating Employer or to participate in the ESOP portion of the Plan:

1. Space Coast Launch Services LLC
2. Eagle Alliance
3. CSR, Computer Sciences Corporation and Raytheon Service Company, a Joint Venture (as known as “Computer Sciences Raytheon”)
4. DynPort Vaccine Company LLC
5. Employees who are permanent residents of Puerto Rico

Appendix J

Enterprise Services 401(k) Plan Supplement

This Enterprise Services 401(k) Plan Supplement is a portion of the DXC Technology Matched Asset Plan (the “Plan”). All terms that are not defined in this Supplement are defined in the Plan.

A. Merger of ES Plan. Effective as of April 1, 2017 (the “Effective Date”), the Enterprise Services 401(k) Plan (the “ES Plan”) was merged with and into this Plan. In connection with such merger, there was no transfer of assets because there were no assets in the ES Plan as of the Effective Date.

TRUST DEED AND RULES OF THE DXC TECHNOLOGY 2017 SHARE PURCHASE PLAN

ADOPTED MARCH 30, 2017

---

dated

MARCH 30, 2017

by

DXC TECHNOLOGY COMPANY
Company

and

COMPUTERSHARE TRUSTEES LIMITED
Trustees

Baker McKenzie.

Baker & McKenzie LLP
100 New Bridge Street
London EC4V 6JA
United Kingdom
www.bakermckenzie.com

Trust Deed

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TRUST DEED

This Agreement is dated March 30, 2017

Between

DXC Technology Company, whose address is 1775 Tysons Blvd., Tysons, Virginia (the “**Company**”); and

Computershare Trustees Limited, whose registered office is at The Pavilions, Bridgewater Road, Bristol BS13 8AE (the “**Trustees**”).

1. Purpose

The sole purposes of this Deed is to establish a trust for the Share Incentive Plan known as the DXC Technology 2017 Share Purchase Plan (the “**Plan**”) which satisfies Schedule 2 ITEPA 2003. The trust will not be used for any other purpose.

2. Status

The Plan consists of this Deed and the attached rules (“**Rules**”). The definitions in the Rules apply to this Deed, save where the contrary is expressly stated.

3. Declaration of trust

3.1 The Participating Companies and the Trustees have agreed that all the Shares and other assets which are issued to or transferred to the Trustees are to be held on the trusts declared by this Deed, and subject to the terms of the Rules. When Shares or assets are transferred to the Trustees by the Participating Companies with the intention of being held as part of the Plan they shall be held upon the trusts and provisions of this Deed and the Rules.

3.2 The Trustees shall hold the Trust Fund upon the following trusts namely:

(a) as to Shares which are not Plan Shares (“**Unawarded Shares**”) upon trust during the Trust Period to allocate those Shares in accordance with the terms of this Deed and the Rules,

(b) as to Plan Shares upon trust for the benefit of that Participant on the terms and conditions set out in this Deed and the Rules,

(c) as to Partnership Share Money upon trust to purchase Shares for the benefit of the contributing Qualifying Employee in accordance with this Deed and the Rules, and

(d) as to other assets (“**Surplus Assets**”) upon trust to use them to purchase further Shares to be held on the trusts declared in (a) above, at such time during the Trust Period and on such terms as the Trustees in their absolute discretion think fit.

3.3 The income of Unawarded Shares and Surplus Assets shall be accumulated by the Trustees and added to, and held upon the trusts applying to, Surplus Assets.

3.4 The income of Plan Shares and Partnership Share Money shall be dealt with in accordance with the Rules.

3.5 The perpetuity period in respect of the trusts and powers declared by this Deed and the Rules shall be the period of 80 years from the date of this Deed.

4. Number of Trustees

Unless a corporate Trustee is appointed, there shall always be at least two Trustees. Where there is no corporate Trustee, and the number of Trustees falls below two, the continuing Trustee has the power to act only to achieve the appointment of a new Trustee.

5. Information

The Trustees shall be entitled to rely on information supplied by the Participating Companies in respect of the eligibility of any person to become or remain a Participant in the Plan.

6. Residence of Trustees

Every Trustee shall be resident in the United Kingdom. The Company shall immediately remove any Trustee who ceases to be so resident and, if necessary, appoint a replacement.

7. Change of Trustees

7.1 The Company has the power to appoint or remove any Trustee for any reason. The change of Trustee shall be effected by executing a deed.

7.2 The removal of a Trustee shall take effect one month after the date that written notice of such removal is delivered to the Trustee or on such other date as the Company and the Trustee shall agree.

7.3 Any Trustee may resign on one month's notice given in writing to the Company, provided that if there will not be at least two Trustees or a corporate Trustee immediately after the resignation takes effect, the Company shall appoint an additional Trustee or Trustees. If the Company fails to do this within the Trustee's one-month notice period, the departing Trustee may by deed appoint an additional Trustee or Trustees and its resignation shall thereupon become effective.

7.4 Upon the removal or resignation of a Trustee, the departing Trustee shall enter into all relevant documentation to ensure that any Trust Fund assets held by the departing Trustee shall be transferred to the new or remaining Trustees and the departing Trustee shall deliver all documentation in its possession relating to the Plan to the new or remaining Trustees.

8. Investment and dealing with Trust Assets

8.1 Save as otherwise provided for by the Plan the Trustees shall not sell or otherwise dispose of Plan Shares.

8.2 The Trustees shall obey any directions given by a Participant in accordance with the Rules in relation to his Plan Shares and any rights and income relating to those Shares. In the absence of any such direction, or provision by the Plan, the Trustees shall take no action.

8.3 The Participating Companies shall, as soon as practicable after deduction from Salary, pass the Partnership Share Money to the Trustees who will put the money into an account with:

(a) a person falling within section 991(2)(b) of ITA 2007 (certain institutions permitted to accept deposits);

(b) a building society; or

(c) a firm falling within section 991(2)(c) of that Act (European Economic Area firms permitted to accept deposits),

until it is either used to acquire Partnership Shares on the Acquisition Date, or, in accordance with the Plan, returned to the individual from whose Salary the Partnership Share Money has been deducted.

The Trustees shall pass on any interest arising on this invested money to the individual from whose Salary the Partnership Share Money has been deducted. However, the Trustees shall be under no obligation to place such money, or any other monies they hold pursuant to the Plan, in an interest-bearing account.

8.4 The Trustees may either retain or sell Unawarded Shares at their absolute discretion. The proceeds of any sale of Unawarded Shares shall form part of Surplus Assets.

8.5 The Trustees shall have all the powers of investment of a beneficial owner in relation to Surplus Assets.

8.6 The Trustees shall not be under any liability to the Participating Companies or to current or former Qualifying Employees by reason of a failure to diversify investments, which results from the retention of Plan Shares or Unawarded Shares.

8.7 The Trustees may delegate powers, duties or discretions to any persons and on any terms. No delegation made under this Clause shall divest the Trustees of their responsibilities under this Deed or under the Schedule.

The Trustees may allow any Shares to be registered in the name of an appointed nominee provided that such Shares shall be registered in a designated account. Such registration shall not divest the Trustees of their responsibilities under this Deed or the Schedule.

The Trustees may at any time revoke any delegation made under this Clause or require any Plan assets held by another person to be returned to the Trustees, or both.

The Trustees may pay the costs and expenses of any delegate or nominee out of the Trust Fund subject to the restriction in Clause 20.

9. Loans to Trustees

The Trustees shall have the power to borrow money for the purpose of:

(a) acquiring Shares; and

(b) paying any other expenses properly incurred by the Trustees in administering the Plan.

10. Trustees' obligations under the Plan

Notice of Award of Partnership Shares

10.1 As soon as practicable after any Partnership Shares have been acquired for a Participant, the Trustees shall give the Participant a notice stating:

(a) the number and description of those Shares;

(b) if the Shares are subject to any restriction, details of the restriction;

(c) the amount of Partnership Share Money applied by the Trustees in acquiring those Shares on behalf of the Participant; and

(d) the Market Value at the Acquisition Date.

Notice of acquisition of Divided Shares

10.2 As soon as practicable after any Dividend Shares have been acquired on behalf of a Participant, the Trustees shall give the Participant a notice stating:

(a) the number and description of those Shares;

(b) their Market Value on the Acquisition Date;

(c) the Holding Period applicable to them; and

(d) any amount not reinvested and carried forward for acquisition of further Dividend Shares.

Notice of any foreign tax deducted before dividend paid

10.3 Where any foreign cash dividend is received in respect of Plan Shares held on behalf of a Participant, the Trustees shall give the Participant notice of the amount of any foreign tax deducted from the dividend before it was paid.

Restrictions during the Holding Period

10.4 During the Holding Period the Trustees shall not dispose of any Dividend Shares (whether by transfer to the Participant or otherwise), unless at that time the Participant has ceased to be in Relevant Employment, except as allowed by the following paragraphs of the Schedule:

(a) paragraph 37 (power of Participant to direct Trustees to accept general offers etc.);

(b) paragraph 77 (power of Trustees to raise funds to subscribe for rights issue);

(c) paragraph 79 (meeting PAYE obligations); and

(d) paragraph 90(5) (termination of Plan: early removal of Shares with Participant's consent).

PAYE Liability etc.

10.5 The Trustees may dispose of a Participant's Shares or accept a sum from the Participant in order to meet a PAYE obligation in any of the circumstances provided in sections 510-512 of ITEPA 2003 (PAYE: shares ceasing to be subject to the plan) and any employee's NICs liability and the Trustees' reasonable selling costs.

10.6 Where the Trustees receive a sum of money which constitutes a Capital Receipt in respect of which a Participant is chargeable to income tax as employment income, the Trustees shall pay to the employer a sum equal to that on which income tax is so payable.

10.7 The Trustees shall maintain the records necessary to enable them to carry out their PAYE obligations, and the PAYE obligations of the employer company so far as they relate to the Plan.

10.8 The Trustees shall maintain records of Participants who have participated in one or more share incentive plans approved under the Schedule established by the Company or a Connected Company.

10.9 Where the Participant becomes liable to income tax under ITEPA 2003, Chapter 3 Part 4 of ITTOIA 2005 or Chapter 4 Part 4 of ITTOIA 2005, the Trustees shall inform the Participant of any facts which are relevant to determining that liability.

Money's worth received by Trustees

10.10 The Trustees shall pay over to the Participant as soon as is practicable, any money or money's worth received by them in respect of or by reference to any Plan Shares, other than new shares within paragraph 87 of the Schedule (consequences of company reconstructions).

10.11 This is subject to:

(a) the provisions of Part 8 of the Schedule (cash dividends and Dividend Shares);

(b) the Trustees obligations under sections 510-514 of ITEPA 2003 (PAYE: shares ceasing to be subject to the Plan; capital receipts); and

(c) the Trustees' PAYE obligations.

General offers etc.

10.12 If any offer, compromise, arrangement or scheme is made which affects the Plan Shares, the Trustees may, but shall not be obliged to, notify Participants. Each Participant may direct how the Trustees shall act in relation to that Participant's Plan Shares. In the absence of any direction, the Trustees shall take no action.

11. Power of Trustees to raise funds to subscribe for a Rights Issue

11.1 The Trustees may, but shall not be obliged to, inform Participants of any rights under a rights issue arising in respect of their Plan Shares and either send the Participants a copy of the document relating to those rights or sufficient details to enable the Participants to act in accordance with Clause 11.2.

11.2 If instructed by Participants in respect of their Plan Shares the Trustees may dispose of some of the rights under a rights issue arising from those Shares to obtain enough funds to exercise the remaining rights.

11.3 The rights referred to are the rights to buy additional shares or rights in the same company.

12. Power to agree Market Value of Shares

Where the Market Value of Shares falls to be determined for the purposes of the Schedule, the Trustees may agree with HMRC that it shall be determined by reference to such date or dates, or to an average of the values on a number of dates, as specified in the agreement.

13. Personal interest of Trustees

13.1 Trustees, and directors, officers or employees of a corporate Trustee, shall not be liable to account for any benefit accruing to them by virtue of their:

(a) participation in the Plan as a Qualifying Employee;

(b) ownership, in a beneficial or fiduciary capacity, of any shares or other securities in any Participating Company;

(c) being a director or employee of any Participating Company, being a creditor, or being in any other contractual relationship with any such Company.

14. Trustees' meetings

The Trustees shall hold meetings as often as is necessary for the administration of the Plan. There shall be at least two Trustees present at a meeting except where the sole Trustee is a corporate Trustee and the Trustees shall give due notice to all the Trustees of such a meeting. Decisions made at such a meeting by a majority of the Trustees present shall be binding on all the Trustees. A written resolution signed by all the Trustees shall have the same effect as a resolution passed at a meeting.

15. Subsidiary Companies

15.1 Any Subsidiary may with the agreement of the Company become a Participating Company by executing a deed of adherence agreeing to be bound by the Deed and the Rules.

15.2 Any company which ceases to be a Subsidiary shall cease to be a Participating Company.

15.3 The Company may at any time decide that a Participating Company shall cease to be a Participating Company (provided that the identity of the remaining Participating Companies shall not be such that the Plan has or is likely to have the effect of conferring benefits wholly or mainly on directors or on employees of companies that are members of the group who receive the higher or highest levels of remuneration).

16. Expenses of Plan

The Participating Companies shall meet the costs of the preparation and administration of this Plan. The Participating Companies shall pay to the Trustees those sums required pursuant to this Plan in respect of the acquisition of Shares as well as any costs associated with its operation.

17. Trustees' Liability and Indemnity

17.1 The Participating Companies shall jointly and severally pay to or reimburse the Trustees all expenses properly incurred by them in connection with the Plan and hereby covenant with the Trustees and any officer or employee of a body corporate acting as Trustee jointly and severally for themselves and as trustee for their successors in title that they will at all times hereafter keep each of them and each of their successors in title as Trustees and each of their estates and effects fully indemnified and saved harmless both before as well as after any removal or retirement of a Trustee against all actions, claims, losses, demands, proceedings, charges, expenses, costs, damages, taxes, duties and other liabilities suffered or incurred by it in connection with the execution of the trusts and powers of this Deed or in connection with the proper administration and operation of the Plan provided that a Trustee shall not be paid, reimbursed or indemnified in respect of:

(a) any sum which can be recovered from the Trust Fund;

(b) any sum which can be recovered under insurance obtained in accordance with Clause 17.3; or

(c) any fraud, wilful wrongdoing, or (in the case of a remunerated Trustee) negligence by it or any of its officers or employees.

17.2 In addition, the Trustee shall have the benefit of all indemnities conferred on trustees by the Trustee Act 1925 and generally by law. No Trustee shall be personally liable for any breach of trust (other than through fraud or wilful wrongdoing) over and above the extent to which the Trustee is indemnified by the Participating Companies in accordance with Clause 17.1 above. In addition and without limitation to the foregoing, in the professed execution of the trusts and powers contained in this Deed, no Trustee, or director or other officer of a body corporate acting as Trustee, shall be liable for any loss arising by reason of:

(i) negligence or fraud of any other Trustee or director or other officer or employee of a body corporate acting as such other Trustee,

(ii) any mistake or omission made in good faith by any other Trustee or any such other person, or

(iii) any other matter or thing

except loss arising by reason of fraud, wilful wrongdoing or negligence on the part of the Trustee or other person who is sought to be made liable.

17.3 A non-remunerated Trustee may insure the Plan against any loss caused by him or any of his employees, officers, agents or delegates. A non-remunerated Trustee may also insure himself and any of these persons against liability for breach of trust not involving fraud or wilful wrongdoing or negligence of the Trustee or the person concerned.

17.4 A Trustee who carries on a profession or business may charge for services rendered on a basis agreed with the Company. A firm or company in which a Trustee is interested or by which he is employed may also charge for services rendered on this basis.

The Trustees shall be entitled in the absence of manifest error to rely without further enquiry on information supplied to them by any Participating Company for the purpose of the Plan and shall also be entitled to rely in the absence of manifest error on any direction, notice or document purporting to be given or executed by or with the authority of any Participating Company or by any Participant as having been so given or executed.

17.5 The Trustees may, for the purpose of enabling the Trustees or any delegate or nominee to exercise the powers and duties of the Plan, seek and act upon the advice of any firm of legal or other professional advisers (whether such advice was obtained by the Trustees or the Company) and shall not be responsible for any loss occasioned by their so acting. The Company shall meet the expenses of such advice to the extent that it has agreed to this in advance (such agreement not to be unreasonably refused, withheld or delayed).

18. Covenant by the Participating Companies

The Participating Companies hereby jointly and severally covenant with the Trustees that they shall pay to the Trustees all sums which they are required to pay under the Rules and shall at all times comply with the Rules.

19. Acceptance of gifts

The Trustees may accept gifts of Shares and other assets which shall be held upon the trusts declared by Clause 3.2.

20. Trustees’ lien

The Trustees’ lien over the Trust Fund in respect of liabilities incurred by them in the performance of their duties (including the repayment of borrowed money and tax liabilities) shall be enforceable subject to the following restrictions:

(a) the Trustees shall not be entitled to resort to Partnership Share Money for the satisfaction of any of their liabilities; and

(b) the Trustees shall not be entitled to resort to Plan Shares for the satisfaction of their liabilities except to the extent that this is permitted by the Plan,

21. Amendments to the Plan

21.1 The Company may, with the Trustees’ written consent, from time to time amend the Plan provided that no amendment which would adversely prejudice to a material extent the rights attaching to any Plan Shares may be made nor may any alteration be made giving to Participating Companies a beneficial interest in Plan Shares.

22. Termination of the Plan

22.1 The Plan shall terminate on the earliest of the following dates:

(a) the date on which a Plan Termination Notice is issued by the Company to the Trustees under paragraph 89 of the Schedule,

(b) the date with effect from which HMRC withdraw approval of the Plan or the Plan ceases to be a Schedule 2 SIP, or

(c) the expiry of the Trust Period.

22.2 The Company shall immediately upon executing a Plan Termination Notice provide a copy of the notice to the Trustees, HMRC and each individual for whom the Trustees hold Plan Shares or who has entered into a Partnership Share Agreement which was in force immediately before the Plan Termination Notice was issued.

22.3 Following termination of the Plan pursuant to Clause 22.1:

(a) no further Awards may be made;

(b) the Trustees must remove all Plan Shares from the Plan as soon as practicable after the later of:

(i) the end of the period of three months beginning with the date on which the Company complies with its obligations pursuant to Clause 22.2; and

(ii) the first date on which Plan Shares may be removed from the Plan without giving rise to a tax charge under sections 501 to 507 (SIPs: tax charges) of ITEPA 2003 on the Participant on whose behalf they are held;

save that the Trustees may remove a Participant’s Plan Shares from the Plan at an earlier date with the Participant’s consent (but any consent given by a Participant before receiving a copy of the Plan Termination Notice shall be disregarded); and

(c) the Trustees must pay to every Participant any money held on his behalf.

22.4 Any Shares or other assets which remain undisposed of after the requirements of paragraph 90 of the Schedule have been complied with shall be held by the Trustees upon trust to pay or apply them to or for the benefit of the Participating Companies as at the termination date in such proportion, having regard to their respective contributions, as the Trustees shall in their absolute discretion think appropriate.

23. Shareholder Documentation

The Trustee is under no obligation to send to the Participants materials that are usually sent to shareholders, such as the annual report and accounts, subject to the specified requirements of the Plan and Schedule.

24. Proper Law

This Deed and the trusts of this Deed shall be governed by and construed in accordance with the laws of England.

EXECUTED as **A DEED** (but not delivered until dated) for and on behalf of **EVERETT SPINCO, INC.** acting by:-	)))))	______________________ Director/Authorised Signatory
		______________________ Director/Authorised Signatory
EXECUTED as a Deed (but not delivered until dated) by **COMPUTERSHARE TRUSTEES LIMITED** acting by:-	)))	______________________ Director
		______________________ Secretary

1. Definitions

1.1 The following words and expressions have the following meanings:

"**Accumulation Period**" means in relation to Partnership Shares, the period during which the Trustees accumulate a Qualifying Employee's Partnership Share Money before acquiring Partnership Shares or repaying it to the employee;

"**Acquisition Date**" means:

(a) in relation to Partnership Shares, where there is no Accumulation Period, the meaning given by paragraph 50(4) of the Schedule,

(b) in relation to Partnership Shares, where there is an Accumulation Period, the meaning given by paragraph 52(5) of the Schedule; and

(c) in relation to Dividend Shares, the meaning given by paragraph 66(4) of the Schedule;

"**Associated Company**" means the same meaning as in paragraph 94 of the Schedule;

"**Award**" means in relation to Partnership Shares, the acquisition of Partnership Shares on behalf of Qualifying Employees in accordance with the Plan;

"**Capital Receipt**" means the same meaning as in section 502 of ITEPA 2003;

"**the Company**" means DXC Technology Company, whose registered address is 1775 Tysons Blvd., Tysons, Virginia;

"**Connected Company**" means the same meaning as in paragraph 18(3) of the Schedule;

"**Control**" means the same meaning as in section 719 of ITEPA 2003;

"**CTA 2010**" means the Corporation Tax Act 2010;

"**Dealing Day**" means a day on which the Stock Exchange is open for the transaction of business;

"**the Deed**" means the trust deed constituting the Plan as amended from time to time;

"**Dividend Shares**" means Shares acquired on behalf of a Participant from reinvestment of dividends under Rule 6 which are still subject to the Plan;

"**Holding Period**" means in relation to Dividend Shares, the period specified in Rule 6.10;

"**HMRC**" means Her Majesty's Revenue and Customs;

"**ITA 2007**" means the Income Tax Act 2007;

"**ITEPA 2003**" means the Income Tax (Earnings and Pensions) Act 2003;

"**ITTOIA 2005**" means the Income Tax (Trading and Other Income) Act 2005;

"**Market Value**" means in relation to a Share on any day:

(a) if all the Shares to be included in an Award or a purchase of Dividend Shares are purchased on the Stock Exchange by the Trustees on the Acquisition Date, the closing price in UK Pounds on such date; or

(b) if all the Shares are not so purchased but Shares are listed on the Stock Exchange, the closing price of a Share, as published by the Stock Exchange, on the Dealing Day immediately preceding the Acquisition Date, converted into UK Pounds at the exchange rate for such Dealing Day; or

(c) if neither (a) nor (b) above applies, the market value of a Share determined in accordance with the provisions of Part 8 of the Taxation of Chargeable Gains Act 1992 and agreed for the purposes of the Plan with HMRC Shares and Assets Valuation on or before that day;

"**NICs**" means National Insurance contributions;

"**Participant**" means an individual who has received under the Plan an Award of Partnership Shares or on whose behalf Dividend Shares have been acquired;

"**Participating Company**" means the Company and such of its Subsidiaries as have executed deeds of adherence to the Plan under Clause 15 of the Deed;

"**Partnership Shares**" means Shares awarded under Rule 5 which are still subject to the Plan;

"**Partnership Share Agreement**" means an agreement between the Company, the Trustees and a Qualifying Employee relating to the terms of an Award of Partnership Shares and, if relevant, the acquisition of Dividend Shares;

"**Partnership Share Money**" means money deducted from a Qualifying Employee's Salary pursuant to a Partnership Share Agreement and held by the Trustees to acquire Partnership Shares or to be returned to such a person;

"**the Plan**" means the DXC Technology 2017 Share Purchase Plan;

"**Plan Shares**" means:

(a) Partnership Shares awarded to Participants,

(b) Dividend Shares acquired on behalf of Participants, and

(c) shares in relation to which paragraph 87(1) (consequences of company reconstructions) of the Schedule applies

that remain subject to the Plan;

"**Plan Termination Notice**" means a notice issued under paragraph 89 of the Schedule;

"**Qualifying Company**" means the same meaning as in Paragraph 17 of the Schedule;

"**Qualifying Corporate Bond**" means the same meaning as in section 117 of the Taxation of Chargeable Gains Act 1992;

"**Qualifying Employee**" means an employee who must be invited to participate in an award in accordance with Rule 3.3 and any employee who the Company has invited in accordance with Rule 3.4;

"**Qualifying Period**" means:

(a) in the case of Partnership Shares where there is an Accumulation Period, a period determined by the Company not exceeding six months before the start of the Accumulation Period, and

(b) in the case of Partnership Shares where there is no Accumulation Period, a period determined by the Company not exceeding 18 months before the deduction of Partnership Share Money relating to the Award;

"**Redundancy**" means the same meaning as in the Employment Rights Act 1996;

"**Relevant Employment**" means employment by the Company or any Associated Company;

"**Salary**" means the same meaning as in paragraph 43(4) of the Schedule;

"**the Schedule**" means Schedule 2 to ITEPA 2003;

"**Shares**" means common shares of USD $0.01 in the capital of DXC Technology Company, which comply with the conditions set out in paragraph 25 of the Schedule;

"**the Stock Exchange**" means the New York Stock Exchange or any successor body thereto;

"**Subsidiary**" means any company which is for the time being under the Control of the Company;

"**Tax Year**" means a year beginning on 6 April and ending on the following 5 April;

"**the Trustees**" means the trustees or trustee of the Plan;

"**the Trust Fund**" means all assets transferred to the Trustees to be held on the terms of the Deed and the assets from time to time representing such assets, including any accumulations of income; and

"**the Trust Period**" means the period of 80 years beginning with the date of the Deed.

1.2 References to any Act, or Part, Chapter, or section shall include any statutory modification, amendment or re-enactment of that Act, for the time being in force.

1.3 Words of the masculine gender shall include the feminine and vice versa and words in the singular shall include the plural and vice versa unless, in either case, the context otherwise requires or it is otherwise stated.

2. Purpose of the Plan

The purpose of the Plan is to enable employees of Participating Companies to acquire shares in a company which give them a continuing stake in that company.

3. Eligibility of individuals

3.1 Individuals are eligible to participate in an Award only if:

(a) they are employees of a Participating Company;

(b) they have been employees of a Qualifying Company at all times during any Qualifying Period;

(c) they are eligible on the date(s) set out in paragraph 14 of the Schedule; and

(d) they do not fail to be eligible under Rule 3.2.

3.2 An individual is not eligible to participate in an Award of Partnership Shares if the individual is at the same time participating in an award under another plan established by the Company or a Connected Company and approved under the Schedule, or if he would have received such an award but for his failure to meet a performance target. If an individual participates in an Award in a Tax Year in which he has already participated in an award of shares under one or

more share incentive plans established by the Company or a Connected Company and approved under the Schedule, then the limits specified in Rule 5.3 and 5.4 apply as if the Plan and the other plan or plans were a single plan as required by paragraph 18A of the Schedule.

Employees who must be invited to participate in awards

3.3 Individuals shall be eligible to receive an Award of Shares under the Plan if they meet the requirements in Rule 3.1 and are UK resident taxpayers (within the meaning of paragraph 8(2) of the Schedule).

In this case they shall be invited to participate in any Awards of Partnership Shares and acquisitions of Dividend Shares as are set out in the Plan.

Employees who may be invited to participate in Award

3.4 The Company may also invite any employee who meets the requirements in Rule 3.1 to participate in any Award of Partnership Shares and acquisitions of Dividend Shares as are set out in the Plan.

4. Participation on same terms

Every Qualifying Employee shall be invited to participate in an Award on the same terms. All who do participate in an Award shall do so on the same terms.

5. Partnership Shares

5.1 The Company may at any time invite every Qualifying Employee to enter into a Partnership Share Agreement. The Company shall determine whether there is to be an Accumulation Period. An Accumulation Period may be up to 12 months and shall apply equally to all Qualifying Employees.

5.2 Partnership Shares shall not be subject to any provision under which they may be forfeit.

Maximum amount of deductions

5.3 The amount of Partnership Share Money deducted from an employee's Salary shall not exceed £1,800 (or such other amount as is permitted in paragraph 46 of the Schedule) in any Tax Year; or

5.4 The amount of Partnership Share Money deducted in a Tax Year must not exceed 10% (or such other percentage as is permitted under paragraph 46 of the Schedule) of the employee's Salary for that Tax Year.

5.5 Any amount deducted in excess of that allowed by Rule 5.3 or 5.4 shall be paid over to the employee, subject to deduction of both income tax under PAYE and NICs, as soon as practicable.

Minimum amount of deductions

5.6 The minimum amount to be deducted under the Partnership Share Agreement on any occasion shall be the same in relation to all Partnership Share Agreements entered into in response to invitations issued on the same occasion. It shall not be greater than £10.

Notice of possible effect of deductions on benefit entitlement

5.7 Every Partnership Share Agreement shall contain a notice under paragraph 48 of the Schedule.

Restriction imposed on number of Shares awarded

5.8 The Company may specify the maximum number of Shares to be included in an Award of Partnership Shares.

5.9 The Partnership Share Agreement shall contain an undertaking by the Company to notify each Qualifying Employee of any restriction on the number of Shares to be included in an Award,

5.10 The notification in Rule 5.9 above shall be given:

(a) if there is no Accumulation Period, before the deduction of the Partnership Share Money relating to the Award; and

(b) if there is an Accumulation Period, before the beginning of the Accumulation Period relating to the Award.

Plan with no Accumulation Period

5.11 The Trustees shall acquire Shares on behalf of the Qualifying Employee using the Partnership Share Money. They shall acquire the Shares on the Acquisition Date. The number of Shares awarded to each employee shall be determined in accordance with the Market Value of the Shares on that date.

Plan with Accumulation Period

5.12 If there is an Accumulation Period, the Trustees shall acquire Shares on behalf of the Qualifying Employee, on the Acquisition Date, using the Partnership Share Money.

5.13 The number of Shares acquired on behalf of each Participant shall be determined by reference to the Market Value of the Shares on the Acquisition Date. The method of valuing the Shares for this purpose must be specified in the Partnership Share Agreement.

5.14 If a transaction occurs during an Accumulation Period which results in a new holding of shares being equated for the purposes of capital gains tax with any of the shares to be acquired under the Partnership Share Agreement, the employee may agree that the Partnership Share Agreement shall have effect after the time of that transaction as if it were an agreement for the purchase of shares comprised in the new holding.

Surplus Partnership Share Money

5.15 Any surplus Partnership Share Money remaining after the acquisition of Shares by the Trustees:

(a) may, with the agreement of the Participant, be carried forward to the next Accumulation Period or the next deduction; and

(b) in any other case, shall be paid over to the Participant, subject to both deduction of income tax under PAYE and NICs, as soon as practicable,

Scaling down

5.16 If the total number of Partnership Shares to be purchased on any Acquisition Date would result in the maximum determined in accordance with Rule 5.8 to be exceeded, then the number of Partnership Shares purchased on behalf of each Qualifying Employee under Rule 5.11 or 5.13 shall be reduced proportionately to the extent necessary to keep within the maximum.

Stopping and re-starting deductions

5.17 An employee may stop or re-start deductions under a Partnership Share Agreement at any time by notice in writing to the Company. Unless a later date is specified in the notice, such notice shall take effect 30 days after the Company receives it.

Withdrawal from Partnership Share Agreement

5.18 An employee may withdraw from a Partnership Share Agreement at any time by notice in writing to the Company. Unless a later date is specified in the notice, such a notice shall take effect 30 days after the Company receives it. Any Partnership Share Money then held on behalf of an employee shall be paid over to that employee as soon as practicable. This payment shall be subject to income tax under PAYE and NICs.

Repayment of Partnership Share Money on withdrawal of approval or Termination

5.19 If approval to the Plan is withdrawn or a Plan Termination Notice is issued in respect of the Plan, any Partnership Share Money held on behalf of employees shall be repaid to them as soon as practicable, subject to deduction of income tax under PAYE, and NICs.

6. Dividend Shares

Reinvestment of cash dividends

6.1 The Partnership Share Agreement shall set out the rights and obligations of Participants receiving Dividend Shares under the Plan.

6.2 The Company may direct the Trustees to apply some or all of the cash dividends in respect of Plan Shares held on behalf of

(a) all Participants; or

(b) all Participants who elect to reinvest their dividends in acquiring Dividend Shares on behalf such Participants.

6.3 The Company’s direction under Rule 6.2 shall set out the amount of the cash dividends to be applied or how that amount is to be determined.

6.4 Dividend Shares shall be Shares:

(a) of the same class and carry the same rights as the Shares in respect of which the dividend is paid; and

(b) which are not subject to any provision for forfeiture.

6.5 The Company may revoke any direction for reinvestment of cash dividends.

6.6 The Trustees shall apply the specified amount of the cash dividend to acquire Dividend Shares on behalf of Participants on the Acquisition Date. The number of Dividend Shares acquired on behalf of each Participant shall be determined by the Market Value on the Acquisition Date.

6.7 The Trustees must treat Participants fairly and equally in exercising their powers in relation to the acquisition of Dividend Shares.

Certain amounts not reinvested to be carried forward or paid to the Participant

6.8 Any amount of a cash dividend which is not reinvested for a Participant because it is not sufficient to acquire a Share, may be retained by the Trustees and carried forward to be added

to the amount of the next cash dividend to be reinvested for that Participant. Any amount so retained must be paid over to the Participant as soon as practicable if the Participant ceases to be in Relevant Employment or if a Plan Termination Notice is issued. On making such a payment, the Participant shall be provided with the information specified in paragraph 80(4) of the Schedule.

6.9 Any cash dividends in respect of Plan Shares held on behalf of a Participant shall be paid over to the Participant as soon as practicable so far as they are not required to be reinvested under this Rule 6.

Holding Period for Dividend Shares

6.10 The Holding Period for Dividend Shares shall be a period of three years beginning with the Acquisition Date. Subject to Rule 6.11, during the Holding Period a Participant shall be bound by the Partnership Share Agreement to permit his Dividend Shares to remain in the hands of the Trustees and not to assign, charge or otherwise dispose of his beneficial interest in those Shares.

6.11 A Participant may during the Holding Period direct the Trustees:

(a) to accept an offer for any of his Dividend Shares if the acceptance or agreement will result in a new holding being equated with those shares for the purposes of capital gains tax; or

(b) to accept an offer of cash, with or without other assets, for his Dividend Shares if the offer forms part of a general offer which is made to holders of shares of the same class as his shares or the holders of shares in the same company, and which is made in the first instance on a condition such that if it is satisfied the person making the offer will have control of the Company within the meaning of sections 450 and 451 of CIA 2010; or

(c) to accept an offer of a Qualifying Corporate Bond (whether alone or with other assets or cash or both) for his Dividend Shares if the offer forms part of such a general offer as is mentioned in paragraph (b); or

(d) to agree to a transaction affecting his Dividend Shares, or such of them as are of a particular class, if the transaction would be entered into as a result of a compromise, arrangement or scheme applicable to or affecting:

(i) all of the ordinary share capital of the company or, as the case may be, all of the shares of the class in question; or

(ii) all the shares, or all the shares of the class in question, which are held by a class of shareholders identified otherwise than by reference to their employment or their participation in a share incentive plan approved under the Schedule; or

(e) in the case of a takeover offer (as defined in section 974 of the Companies Act 2006), to exercise a right under section 983 of that Act to require the offeror to acquire the Participant’s Dividend Shares, or such of them as are of a particular class.

6.12 Where a Participant is charged to tax in the event of their Dividend Shares ceasing to be subject to the Plan, he shall be provided with the information specified in paragraph 80(4) of the Schedule.

7. Company Reconstructions

7.1 The following provisions of this Rule 7 apply if there occurs in relation to any of a Participant's Plan Shares (referred to in this Rule 7 as the "**Original Holding**"):

(a) a transaction which results in a new holding (referred to in this Rule 7 as the **"**New Holding") being equated with the Original Holding for the purposes of capital gains tax; or

(b) a transaction which would have that result but for the fact that what would be the new holding consists of or includes a Qualifying Corporate Bond,

7.2 If an issue of shares of any of the following description (in respect of which a charge to income tax arises) is made as part of a company reconstruction, those shares shall be treated for the purposes of this Rule 7 as not forming part of the New Holding:

(a) redeemable shares or securities issued as mentioned in paragraph C or D in section 1000(1) of CTA 2010 (distributions);

(b) share capital issued in circumstances such that section 1022(3) of CTA 2010 (bonus issues) applies; or

(c) share capital to which section 410 of ITTOIA 2005 (stock dividends) applies, that is issued in a case where subsection (2) or (3) of that section applies.

7.3 In this Rule 7:

"**Corresponding Shares**" in relation to any New Shares, means the Shares in respect of which the New Shares are issued or which the New Shares otherwise represent;

"**New Shares**" means shares comprised in the New Holding which were issued in respect of, or otherwise represent, shares comprised in the Original Holding.

7.4 Subject to the following provisions of this Rule 7, references in this Plan to a Participant's Plan Shares shall be respectively construed, after the time of the company reconstruction, as being or, as the case may be, as including references to any New Shares.

7.5 For the purposes of the Plan:

(a) a company reconstruction shall be treated as not involving a disposal of Shares comprised in the Original Holding; and

(b) the date on which any New Shares are to be treated as having been awarded to or acquired on behalf of the Participant shall be that on which Corresponding Shares were so awarded or acquired.

7.6 In the context of a New Holding, any reference in this Rule 7 to shares includes securities and rights of any description which form part of the New Holding for the purposes of Chapter II of Part IV of the Taxation of Chargeable Gains Act 1992.

8. Rights issues

8.1 Any shares or securities allotted under Clause 11 of the Deed shall be treated as Plan Shares identical to the shares in respect of which the rights were conferred. They shall be treated as if they were awarded to or acquired on behalf of the Participant under the Plan in the same way and at the same time as those Plan Shares.

8.2 Rule 8.1 does not apply:

(a) to shares and securities allotted as the result of taking up a rights issue where the funds to exercise those rights were obtained otherwise than by virtue of the Trustees disposing of rights in accordance with Clause 11 of the Deed; or

(b) where the rights to a share issue attributed to Plan Shares are different from the rights attributed to other ordinary shares of the company.

9. Cessation of employment

All Participants who cease to be in Relevant Employment will receive from the Trustees a communication asking for their instructions as to whether their Shares are to be sold or transferred. If instructions are not received within 30 days of a Participant's Shares ceasing to be subject to the Plan, the Trustees may sell all his Shares (on such terms and conditions as the Trustees shall make available to the Participant) and shall pay the proceeds of sale less any income tax, employee's NICs and reasonable selling costs into the bank account of the Participant who has ceased to be in Relevant Employment.

10. Employee rights

10.1 Save as where required by law, no account shall be taken of actual or prospective Awards or rights in prospect under them for the purposes of any redundancy payments or severance scheme operating within the Group or for the purpose of a Participant's rights under any pension scheme or arrangement.

10.2 Nothing in this Plan or in any document issued pursuant to the Plan shall confer upon any person any right to continue in the employ of the Company or any Associated Company or shall affect the right of any such company to terminate the employment of any person, or shall impose upon any such company, Trustee or their respective agents and employees any liability for the loss of any rights under the Plan which may result if that person's employment is so terminated. In no circumstances shall any Participant, by reason of ceasing to be employed by such company (whether such cessation is in accordance with the contract of employment of such Participant or otherwise), or any part of the Plan ceasing or failing to have a particular tax treatment or to be approved by HMRC or any other revenue authority, be entitled to any compensation for any loss of any actual or prospective right or benefit under the Plan which he might otherwise have enjoyed, whether such compensation is claimed by way of damages for wrongful or unfair dismissal or other breach of contract or by way of compensation for loss of office or otherwise.

11. Amendments

11.1 The board of directors of the Company shall have the power from time to time to make and amend such regulations for the implementation and administration of the Plan in a manner consistent with the Plan as it thinks fit and to make any amendments to these Rules provided that:

(a) no alteration may be made which would materially adversely affect any subsisting rights of Participants granted prior to the date of the alteration without the prior consent or sanction of the majority of that number of Participants who responded to the notification by the Company of such proposed alteration;

(b) no alteration or addition may be made where the alteration or addition would cause the Plan to cease to be a share incentive plan capable of approval under the Schedule; and

(c) no alteration or addition may be made where the alteration or addition would offend the rule against perpetuities.

11.2 Any matters pertaining or pursuant to the Plan which are not dealt with by these Rules and any uncertainty or dispute as to the meaning of these Rules shall be determined or resolved by decision of the board of directors of the Company which shall be binding on every Participating Company and all Participants and/or Qualifying Employees.

12. Transfer of legal title

The Trustees shall transfer the legal title to any Plan Shares into the name of the relevant Participant or to another person as soon as reasonably practicable after the Participant gives the Trustees any written direction to that effect in accordance with the Rules.

13. Notices

13.1 The Trustees shall not be bound to act upon any instructions given by or on behalf of a Participant or any person in whom the beneficial interest in his Plan Shares is for the time being vested pursuant to the Plan unless such instructions are received by the Trustees in writing signed by the relevant person.

13.2 Any notice which the Trustees are required or may desire to give to any Qualifying Employee or Participant pursuant to the Plan shall be in writing and sufficiently given if delivered to him personally or sent first class through the post pre-paid addressed to the Qualifying Employee or Participant at his address last known to the Trustees (including any address supplied by the relevant Participating Company or any Subsidiary as being his address) or if sent through the Company's internal postal service, and if so sent by post shall be deemed to have been duly given on the day following the date the notice is posted and if sent through the Company's internal postal service shall be deemed to have been duly given three working days after the date of posting. Any document so sent to a Participant shall be deemed to have been duly delivered notwithstanding that he be then deceased (and whether or not the Trustees have notice of his death) except where his personal representatives have established their title to the satisfaction of the Trustees and supplied to the Trustees an address to which documents are to be sent.

14. Miscellaneous

No Award shall be made which shall breach the provisions of any code relating to stock dealings as may be relevant from time to time.

15. Governing Law

The Rules and the operation of the Plan shall be governed and construed in accordance with English Law.

Exhibit 5.1

March 30, 2017

Everett SpinCo, Inc.
3000 Hanover Street
Palo Alot, California 94304

Re: Everett SpinCo, Inc., Registration Statement on Form S-8

We have examined the Registration Statement on Form S-8, (the "Registration Statement") of Everett SpinCo, Inc., a Delaware corporation (the "Company"), to be filed with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Act of 1933, as amended (the "Securities Act"), in connection with the offering by the Company of up to 44,680,000 additional shares of the Company's Common Stock, par value $0.01 per share (the "Shares"), under the DXC Technology Company 2017 Omnibus Incentive Plan, the DXC Technology Company 2017 Non-Employee Director Incentive Plan, the DXC Technology Matched Asset Plan and the DXC Technology Company 2017 Share Purchase Plan (collectively, the "Plans").

We have examined the originals, or photostatic or certified copies, of such records of the Company and certificates of officers of the Company and of public officials and such other documents as we have deemed relevant and necessary as the basis for the opinions set forth below. In our examination, we have assumed the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as copies. We have also assumed that there are no agreements or understandings between or among the Company and any participants in the Plans that would expand, modify or otherwise affect the terms of the Plans or the respective rights or obligations of the participants thereunder. Finally, we have assumed the accuracy of all other information provided to us by the Company during the course of our investigations, on which we have relied in issuing the opinion expressed below.

Based upon the foregoing examination and in reliance thereon, and subject to the qualifications, assumptions and limitations stated herein and in reliance on the statements of fact contained in the documents that we have examined, we are of the opinion that the Shares, when issued and sold in accordance with the terms set forth in the Plans and against payment therefor, and when the Registration Statement has become effective under the Securities Act, will be validly issued, fully paid and non-assessable.

We render no opinion herein as to matters involving the laws of any jurisdiction other than the Delaware General Corporation Law (the "DGCL"). We are not admitted to practice in the State of Delaware; however, we are generally familiar with the DGCL as currently in effect and have made such inquiries as we consider necessary to render the opinions above. This opinion is limited to the effect of the current state of the DGCL and the facts as they currently exist. We assume no obligation to revise or supplement this opinion in the event of future changes in such law or the interpretations thereof or such facts.

We consent to the filing of this opinion as an exhibit to the Registration Statement, and we further consent to the use of our name under the caption "Legal Matters" in the Registration Statement and the prospectus that forms a part thereof. In giving these consents, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission.

Very truly yours,

/s/ Gibson, Dunn & Crutcher LLP

EXHIBIT 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports dated June 14, 2016, relating to the consolidated financial statements and financial statement schedule of Computer Sciences Corporation and subsidiaries (the “Company”), and the effectiveness of the Company’s internal control over financial reporting (which report expresses an adverse opinion on the effectiveness of the Company’s internal control over financial reporting because of a material weakness), appearing in the Annual Report on Form 10-K of Computer Sciences Corporation for the fiscal year ended April 1, 2016.

/s/ Deloitte & Touche LLP

McLean, Virginia
March 30, 2017

Exhibit 23.2

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8) of Everett SpinCo, Inc. pertaining to the DXC Technology Company 2017 Omnibus Incentive Plan, the DXC Technology Company 2017 Non-Employee Director Incentive Plan, DXC Technology Company Matched Asset Plan, and the DXC Technology Company 2017 Share Repurchase Plan of our report dated February 14, 2017, with respect to the combined financial statements of Everett SpinCo, Inc. included in the Registration Statement on Form 10 (No. 000-55712) for the year ended October 31, 2016 filed with the Securities and Exchange Commission on February 14, 2017.

/s/ Ernst & Young LLP

San Jose, California
March 30, 2017

EXHIBIT 23.3

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated December 6, 2016 relating to the financial statements of Xchanging plc and subsidiaries, which appears in the Registration Statement on Form 10 of Everett SpinCo, Inc. filed on February 14, 2017 (File No. 000-55712), as amended.

/s/ PricewaterhouseCoopers LLP

London, United Kingdom
March 30, 2017

EXHIBIT 23.4

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of Everett SpinCo, Inc. of our report dated July 8, 2016, with respect to the statements of net assets available for benefits of the Computer Sciences Corporation Matched Asset Plan (the Plan) as of December 31, 2015 and 2014, the related statement of changes in net assets available for benefits for the year ended December 31, 2015, the related supplemental schedule of assets (held at end of year) as of December 31, 2015, and the related supplemental schedule of delinquent participant contributions for the year ended December 31, 2015, which report appears in the December 31, 2015 Annual Report on Form 11-K of the Plan.

/s/ Johnson Lambert LLP

Vienna, Virginia
March 30, 2017