
**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
(State or Other Jurisdiction of
Incorporation)

61-1800317
(I.R.S. Employer
Identification Number)

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

ENTERPRISE SERVICES EXECUTIVE DEFERRED COMPENSATION PLAN

DXC TECHNOLOGY COMPANY DEFERRED COMPENSATION 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	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee
Deferred Compensation Obligations(1)	\$250,000,000	N/A	\$250,000,000	\$28,975

(1) The obligations under the Enterprise Services Executive Deferred Compensation Plan and the DXC Technology Company Deferred Compensation Plan (collectively, the “Plans”) are unsecured obligations of DXC Technology Company to pay deferred compensation in the future in accordance with the terms of the Plans. Of the total amount of obligations, \$50,000,000 are to be offered under the Enterprise Services Executive Deferred Compensation Plan and \$200,000,000 are to be offered under the DXC Technology Company Deferred Compensation 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 Enterprise Services Executive Deferred Compensation Plan and the DXC Technology Company Deferred Compensation 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 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, as amended by Amendment No. 1 to the Form 10 Registration Statement filed with the Commission on February 24, 2017; 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 Registrant's Current Report on Form 8-K filed with the Commission on March 27, 2017.

All reports and other documents that the Registrant subsequently files with the Commission pursuant to Sections 13(a), 13(c), 14, or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), prior to the filing of a post-effective amendment indicating that the Registrant 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 the Registrant files such report or document. 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.

The Securities being registered pursuant to the Plans represent obligations (the "Obligations") of the Registrant to pay deferred compensation in the future in accordance with the terms of the Plans, which are filed as Exhibits 4.3 and 4.4 to this Registration Statement.

The Obligations are general unsecured obligations of the Registrant to pay deferred compensation in the future according to the Plans from the general assets of the Registrant, and rank equally with other unsecured and unsubordinated indebtedness of the Registrant.

The amount of compensation to be deferred by each participant is determined in accordance with the Plans based on elections by the participant. Amounts credited to a participant's account are credited with deemed investment returns equal to the experience of selected investment funds offered under the Plans and elected by the participant. The Obligations are generally payable upon a date or dates selected by the participant in accordance with the terms of the Plans, subject to exceptions for in-service withdrawals and certain terminations of employment. The Obligations generally are payable in the form of a lump-sum distribution or in installments, at the election of the participant made in accordance with the terms of the Plans.

Participants or beneficiaries generally may not sell, transfer, anticipate, assign, hypothecate or otherwise dispose of any right or interest in the Plans. A participant may designate one or more beneficiaries to receive any portion of Obligations payable in the event of death. The Registrant reserves the right to amend or terminate the Plans at any time and for any reason.

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.

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 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.

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

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
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	Enterprise Services Executive Deferred Compensation Plan
4.4	DXC Technology Company Deferred Compensation 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 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.)

**ENTERPRISE SERVICES
EXECUTIVE DEFERRED COMPENSATION PLAN
(Effective April 1, 2017)**

The Enterprise Services Executive Deferred Compensation Plan as established effective April 1, 2017, permits Eligible Employees to defer receipt of certain compensation and provides matching contributions for certain employees pursuant to the terms and provisions set forth below.

The Plan is intended: (1) to comply with Code section 409A and official guidance issued thereunder; and (2) with respect to the portion of the Plan covering Eligible Employees, to be “a plan which is unfunded and is maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees” within the meaning of sections 201(2), 301(a)(3) and 401(a)(1) of ERISA. Notwithstanding any other provision of this Plan, this Plan shall be interpreted, operated and administered in a manner consistent with these intentions.

ARTICLE I: DEFINITIONS

Wherever used herein the following terms shall have the meanings hereinafter set forth:

“Account” means a bookkeeping account established by DXC Technology Company (DXC) for (i) each Participant electing to defer Eligible Income under the Plan, and (ii) each Rollover Participant.

“Actual Pay” means “Eligible Compensation” as defined in the DXC Technology Matched Asset Plan, as amended from time to time, without giving effect to the Code section 401(a)(17) limitation set forth in such definition and the exclusion of pay deferred under this Plan.

“Affiliate” means any corporation or other entity that is treated as a single employer with DXC under Code section 414.

“Annual Rate of Pay” means the annual rate of pay, which is the sum of an employee’s base pay and targeted incentive amount, as reflected in the compensation data in DXC’s global database for human resources information, and as adjusted for such employee’s employment status, including part-time status.

“Beneficiary” means the person or persons or trust designated by a Participant to receive any amounts payable under the Plan in the event of the Participant’s death. DXC has established procedures governing the form and manner in which a Participant may designate a Beneficiary. Only a Beneficiary designation submitted in accordance with such procedures and that is received by DXC before the death of the Participant shall be a valid Beneficiary designation. If there is no valid Beneficiary designation in effect upon the death of a Participant, any remaining Account balance shall be paid in the following order: (i) to that person’s spouse; (ii) if no spouse is living at the time of such payment, then to that person’s living children, in equal shares; (iii) if neither a spouse nor children are living, then to that person’s living parents, in equal shares; (iv) if neither spouse, nor children, nor parents are living, then to that person’s living brothers and sisters, in equal shares; and (v) if none of the individuals described in (i) through (iv) are living, to that person’s estate. A person’s domestic partner shall be considered a person’s spouse for purposes of this paragraph. DXC shall determine a person’s status as a domestic partner in a uniform and nondiscriminatory manner.

“Bonus Eligible Employee” means an individual who is an Employee on November 1 preceding the Plan Year with respect to which deferrals are to be made (1) who satisfies both of the following conditions: (i) whose job position has a title of Director (or whose job function is, in the sole and absolute discretion of DXC, equivalent to a ‘Director’ position) and (ii) whose Annual Rate of Pay is equal to or greater than the dollar limit for highly compensated employees as defined in Section 414(q)(1)(B)(i) of the Code plus \$30,000, or (2) whose job position has a title of Executive Vice President or above, irrespective of such Employee’s Annual Rate of Pay.

Effective **April 1, 2017**

“Code” means the Internal Revenue Code of 1986, as amended.

“Code Section 401(a)(17) Limit” means the amount specified under Code section 401(a)(17) in effect on January 1 of the Plan Year.

“Committee” or “Plan Committee” means the Compensation Committee of DXC’s Board of Directors or its delegate.

“Deferral Form” means a written or electronic form provided by DXC pursuant to which an Eligible Employee may elect to defer amounts under the Plan.

“Director” means the title for an employee who has a job grade of DIR1 and above.

“DXC” means DXC Technology Company (f/k/a Everett SpinCo, Inc.) or any successor corporation or other entity.

“Eligible Employee” means an individual who is (i) a Bonus Eligible Employee, (ii) a Match Eligible Employee, (iii) an Employee whose Annual Rate of Pay, as of the first day of November preceding the Plan Year with respect to which the deferral is to be made, exceeds the Code Section 401(a)(17) Limit for the Plan Year in which the deferral is to be made, or (iv) a combination or all of the foregoing. An individual’s status as an Eligible Employee shall be determined by DXC in its sole discretion.

An Eligible Employee shall also include a Newly Hired Employee and a Late Year Newly Hired Employee.

Eligible Employees shall also include all Everett Employees who are Employees as of April 1, 2017, and had deferral elections in effect with respect to 2017 compensation under the Predecessor Plan.

“Eligible Income” means Actual Pay, Annual Retainer and Incentive Awards.

“EMA” means the Employee Matters Agreement entered into at or prior to the date of the “Distribution” by and between Hewlett Packard Enterprise Company, a Delaware Corporation, the Company and Computer Sciences Corporation. The “Distribution” means the pro rata distribution by Hewlett Packard Enterprise Company of its shares of the Company’s common stock to the holders of shares of Hewlett Packard Enterprise Company common stock.

“Employee” means an individual who is a regular employee on the U.S. payroll of a Participating Employer, other than a temporary or intermittent employee. The term “Employee” shall not include a person hired as an independent contractor, leased employee, consultant, or a person otherwise designated by a Participating Employer as not eligible to participate in the Plan, even if such person is determined to be an “employee” of a Participating Employer by any governmental or judicial authority.

“Employer Matching Contributions” means the matching contributions as defined in Section 4.1.

“EPfR Plan” means the DXC Executive Pay-for-Results Plan, as amended from time to time.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Everett Employee” has the meaning given such term under the EMA.

“Former Everett Employee” has the meaning given such term under the EMA.

“Grandfathered Plan” shall mean the Hewlett Packard Enterprise Grandfathered Executive Deferred Compensation Plan, which is attached hereto as Attachment A.

“Incentive Award” means an amount payable to an Eligible Employee under a cash bonus or incentive compensation plan of DXC or a Participating Employer that the Committee has deemed eligible for deferral..

“Investment Options” means the investment options, as determined from time to time by DXC, used to credit earnings, gains and losses on Account balances.

“Key Employee” means an Employee who at Termination of Employment is treated as a “specified employee” under Code section 409A(a)(2)(B)(i), i.e., a key employee (as defined in Code section 416(i) without regard to paragraph (5) thereof) of a corporation the stock of which is publicly traded on an established securities market or otherwise. DXC shall determine which Employees will be deemed a Key Employee for purposes of this Plan during a Plan Year based on the twelve-month period ending on the September 30 prior to the Plan Year. Notwithstanding the foregoing, to the extent required in connection with the Spin-Off, the determination of which individuals will be deemed a Key Employee shall be made in a manner that complies with Treas. Reg. § 1.409A-1(i)(6).

“Late Year Newly Hired Employee” means an Employee (i) who is hired in November or December and (ii) who would have qualified as an Eligible Employee as of the November 1 preceding his date of hire based on his initial position and Annual Rate of Pay.

“Match Eligible Employee” means an Employee (i) who is eligible for a matching contribution under the DXC Technology Matched Asset Plan, and (ii) whose Annual Rate of Pay, as of the first day of November preceding the Plan Year with respect to which the deferral is to be made, exceeds the Code Section 401(a)(17) Limit for such Plan Year.

“Newly Hired Employee” means an Employee (i) who would have qualified as an Eligible Employee as of the November 1 preceding his date of hire based on his initial position and Annual Rate of Pay, and (ii) whose base salary payable in the year of hire is projected to exceed the Code section 401(a)(17) limit for such year; provided, however, that an individual who has previously worked for DXC or an Affiliate will only qualify as a “Newly Hired Employee” if he meets the requirements of Treas. Reg. § 1.409A-2(a)(7) or any successor thereto. Generally, a re-hired individual will meet these requirements if (1) he has been paid any and all amounts due him under the Plan (and any plans required to be aggregated with the Plan under Code section 409A) prior to re-hire, or (2) he has not been eligible to participate, other than the accrual of earnings, in the Plan (or any other plan required to be aggregated with the Plan under Code section 409A) for at least 24 months.

“Participant” means an Eligible Employee who elects or has elected to defer amounts under the Plan or any individual who has a benefit that is part of the Transferred Benefits.

“Participating Employer” means the Affiliate companies listed on Attachment B.

“PfR Plan” means the DXC Pay-for-Results Short-Term Bonus Plan, as amended from time to time.

“Plan” means this Enterprise Services Executive Deferred Compensation Plan, as set forth herein and as amended from time to time.

“Plan Year” means January 1 through December 31.

“Predecessor Plan” means the Hewlett Packard Enterprise Executive Deferred Compensation Plan and, as applicable, the Grandfathered Plan.

“Retirement Date” means the date on which a Participant has completed at least 15 years of service, as measured from such Participant’s last hire date, and has attained age 55.

“Rollover Participant” means an individual with an Account in the Plan transferred from a Rollover Plan in accordance with the provisions of Article IX. The term Rollover Participant may also refer to an individual who has previously been a Participant in the Plan, or an existing Participant at the time of transfer.

“Rollover Plan” means either (1) a nonqualified deferred compensation plan of a business entity acquired by DXC or an Affiliate through acquisition of a majority of the voting interest in, or substantially all of the assets of, such entity, or (2) any plan or program of DXC or an Affiliate pursuant to the termination of which an Account is established for a Participant or Rollover Participant.

“Spin-Off” means the spin-off and sale of the Enterprise Services business pursuant to the Agreement and Plan of Merger entered into on May 24, 2016, as subsequently amended November 2, 2016, by and between Computer Sciences Corporation, Everett Merger Sub Inc., Hewlett Packard Enterprise Company and Everett SpinCo, Inc.

“Termination Date” means the date on which the Participant experiences a “separation from service” as defined under Code section 409A.

“Termination of Employment” or “Terminates Employment” means a “separation from service” with DXC and its Affiliates as defined under Code section 409A.

“VPB Plan” means the DXC Company Variable Performance Bonus Plan, as amended from time to time.

ARTICLE II: PARTICIPATION

Participation in the Plan shall be limited to Eligible Employees. DXC shall notify any Employee of his status as an Eligible Employee at such time and in such manner as DXC shall determine. An Eligible Employee shall become a Participant by making a deferral election under Article III.

To the extent required under the EMA, this Plan shall assume liability for all benefits accrued or earned (whether or not vested) by Everett Employees or Former Everett Employees under a Predecessor Plan (the “Transferred Benefits”). With respect to the Transferred Benefits, this Plan shall recognize and maintain all investment and payment form elections in effect with respect to such Transferred Benefits under the Predecessor Plan immediately prior to April 1, 2017; provided, that DXC shall be able to

change the Investment Options under the Plan at any time, in its sole discretion. The distribution of Transferred Benefits for benefits accrued or earned under the Grandfathered Plan shall be subject to the distribution terms regarding time and form or payment of the Grandfathered Plan.

All service and compensation that was taken into account for purposes of determining eligibility, the amount of a Participant's 2017 Plan Year deferral or his vested right to a benefit under the Predecessor Plan as of immediately prior to April 1, 2017, shall be taken into account for the same purposes under this Plan, provided that such crediting shall not result in a duplication of benefits.

ARTICLE III: PARTICIPANT ACCOUNTS

3.1 Employee Deferral Elections. Deferrals may be made by an Eligible Employee with respect to the following types of Eligible Income, as permitted by DXC:

(a) Annual Rate of Pay.

(i) An Eligible Employee whose Annual Rate of Pay, as of the first day of November preceding the Plan Year with respect to which the deferral is to be made, exceeds the Code Section 401(a)(17) Limit for the Plan Year in which the deferral is to be made, may elect to defer a portion of his Actual Pay. In order to elect to defer Annual Rate of Pay earned during a Plan Year, an Eligible Employee shall submit an irrevocable Deferral Form with DXC before the beginning of such Plan Year.

(ii) The portion of his Annual Rate of Pay that an Eligible Employee elects to defer for a Plan Year shall be stated as a whole dollar amount. The minimum amount of Annual Rate of Pay that an Eligible Employee may elect to defer in a Plan Year is \$1,200. The maximum amount is equal to the greater of \$1,200 or the Eligible Employee's Annual Rate of Pay that exceeds the Code Section 401(a)(17) Limit. If the Internal Revenue Service does not publish the Code Section 401(a)(17) Limit for the Plan Year prior to enrollment, DXC has the discretion to determine eligibility to elect to defer Annual Rate of Pay; provided, however, if a Participant is determined to be ineligible to elect to defer Annual Rate of Pay under paragraph (i) above for a Plan Year, any Annual Rate of Pay deferrals the Participant elected for the Plan Year shall be void.

(iii) The deferral amount designated by an Eligible Employee will be deducted in equal installments over the pay periods falling within the Plan Year to which the election pertains.

(b) Incentive Awards. A Bonus Eligible Employee may elect to defer any portion of an Incentive Award up to 95%, expressed as whole percentage points. In order to elect to defer an Incentive Award, a Bonus Eligible Employee shall submit an irrevocable Deferral Form with DXC before the beginning of the Plan Year in which the performance period to which Incentive Award pertains begins, in accordance with procedures that DXC determines in its discretion. Notwithstanding the foregoing, if DXC determines that a Bonus Eligible Employee may elect to defer a portion of the Incentive Award at a later time under Code section 409A, a Bonus Eligible Employee may elect to defer a portion of the Incentive Award by filing an irrevocable Deferral Form at such later time as determined by DXC in accordance with Code section 409A.

3.2 New Hires. A Newly Hired Employee may elect within 30 days of becoming an Employee to defer base salary earned subsequent to the deferral election becoming effective and in the year of hire. Such an election shall become irrevocable and effective at the end of this 30-day period.

3.3 Late Year New Hires. A Late Year Newly Hired Employee may elect within the later of 30 days of becoming an Employee or the end of the calendar year in which he is hired to defer base salary earned in the Plan Year following his year of hire. Such an election shall become irrevocable and effective at the end of this election period and shall apply to base salary earned subsequent to the deferral election's becoming effective.

3.4 Predecessor Plan Deferrals. Notwithstanding Section 3.1, all deferral elections made by Everett Employees under the Predecessor Plan with respect to compensation earned during 2017 shall remain in effect under this Plan with respect to such compensation to the extent (i) such Everett Employee is an Employee on April 1, 2017, and (ii) permitted by Code Section 409A. To the extent required by Code Section 409A, for purposes of this Section 3.5, "Actual Pay" shall mean "Eligible Compensation" as defined in the Hewlett Packard Enterprise 401(k) Plan, as in effect immediately prior to April 1, 2017, without giving effect to the Code section 401(a)(17) limitation set forth in such definition and the exclusion of pay deferred under this Plan.

3.5 Crediting of Deferrals. Eligible Income deferred by a Participant under the Plan shall be credited to the Participant's Account as soon as administratively practicable after the amounts would have otherwise been paid to the Participant.

3.6 Vesting on Eligible Income. A Participant shall at all times be 100% vested in any Eligible Income deferred under this Plan and credited to his Account.

3.7 Administrative Charges. The administrative cost associated with this Plan may be debited to a Participant's Account in a manner determined by the Plan Committee or its designee, in its sole discretion.

ARTICLE IV: MATCH ON DEFERRALS

4.1 Employer Matching Contributions. At the end of each Plan Year, DXC shall credit a Match Eligible Employee's Account with Employer Matching Contributions. The Employer Matching Contributions shall be applied only to the extent that the Match Eligible Employee's Actual Pay exceeds the Code Section 401(a)(17) Limit for the Plan Year, and the rate of Employer Matching Contributions shall be equal to the weighted average of the various rates that applied (or would have applied) to such Employee under the DXC Technology Matched Asset Plan for the Plan Year, determined as if such Employee had participated in the DXC Technology Matched Asset Plan for the entire Plan Year. Notwithstanding the foregoing, the maximum amount of Employer Matching Contributions for a Plan Year for a Match Eligible Employee shall not exceed the maximum amount of match for which such Employee would be eligible under the DXC Technology Matched Asset Plan for the Plan Year.

4.2 Crediting of Employer Matching Contributions. Employer Matching Contributions for a Plan Year shall be credited to the Accounts of Match Eligible Employees as soon as administratively practicable after the end of the Plan Year. The Account of a Participant shall be credited with Employer Matching Contributions for a Plan Year only if such Participant has not terminated employment with DXC and its Participating Affiliates prior to the end of the Plan Year, unless such termination is due to death, disability or is after Participant's Retirement Date.

4.3 Vesting of Employer Matching Contributions.

(a) Vesting Schedule. A Participant's interest in Employer Matching Contributions shall vest as follows:

(i) Participants who participated in a Predecessor Plan shall be fully vested in Employer Matching Contributions credited to such Participant's Account.

(ii) For Participants not described in Section 4.3(a)(i) above, the Participant will be vested in Employer Matching Contributions credited to such Participant's Account when such Participant would be vested in Employer Matching Contributions credited to his or her account under the DXC Technology Matched Asset Plan. Notwithstanding the foregoing, a Participant will be fully vested in Employer Matching Contributions credited to his or her Account if the Participant's employment with DXC and its Affiliates is terminated (A) due to death or disability, (B) after the Participant has reached his or her Retirement Date, or (C) if the Participant terminates employment from DXC or an Affiliate in connection with a sale or other disposition by DXC or the Affiliate of the business unit in which the Participant had been employed.

(b) Forfeiture of Employer Matching Contributions. Except as otherwise provided above, upon termination of employment with DXC and its Affiliates, a Participant shall forfeit the nonvested portion of his or her Account and applicable earnings thereon.

ARTICLE V: INVESTMENT OPTIONS, EARNINGS CREDITED AND DISTRIBUTION OF ACCOUNT BALANCE

5.1 Investment Options and Earnings

(a) Investment Options and Procedures. DXC shall select the Investment Options to be available under the Plan, and shall specify procedures by which a Participant may make an election as to the deemed investment of amounts credited to his Accounts among the Investment Options, as well as the procedures by which a Participant may change his investment selection. Nothing in this Plan, however, will require DXC to invest any amounts in such Investment Options or otherwise.

(b) Earnings. DXC shall periodically credit gains, losses and earnings to a Participant's Account, until the full balance of the Account has been distributed. Amounts shall be credited to a Participant's Account under this Section based on the results that would have been achieved had amounts credited to the Account been invested as soon as practicable after crediting into the Investment Options selected by the Participant.

Any portion of an Incentive Award that qualifies as "performance-based compensation" under Code section 162(m) and is deferred under the Plan by a Participant who qualifies as a "covered employee" under Code section 162(m) shall be credited with earnings and otherwise administered in a manner so that the ultimate payment(s) of the deferred amount remains so qualified.

5.2 Time and Form of Payment Elections

(a) Deferral Elections by Eligible Employees. Each Deferral Form submitted by an Eligible Employee shall specify the year in which payment of the aggregate of the deferred amount and any Employer Matching Contributions for the Plan Year (and earnings thereon) is to be made or commence. Such payment year shall be at least three (3) years after the Plan Year in which the deferrals are being made. Each Deferral Form shall also specify the form of payment of the deferred amount and any Employer Matching Contributions for the Plan Year (and earnings thereon). A Participant may elect payment in the form of a single lump sum payment or annual installment payments for a period of not less than two (2) but no more than fifteen (15) years. Annual installment payments will be paid once a year beginning in the year specified on the applicable Deferral Form or as otherwise provided herein.

(i) Default Elections for Eligible Employees. If an Eligible Employee Participant fails to specify the year in which payment of the deferred amount and any Employer Matching Contributions for the Plan Year (and earnings thereon) is to be made or commence, then Participant will be deemed to have elected distribution at Participant's Termination Date, subject to Sections 5.3 or 5.4 below. If a Participant fails to make an effective payment form designation on a Deferral Form, the amount deferred and any Employer Matching Contributions for the Plan Year (and earnings thereon) under such Deferral Form will be distributed in a single lump sum in the year elected.

(ii) Payment Timing for Eligible Employees. Payment shall be made or shall commence in January of the year that an Eligible Employee Participant elects to receive a distribution.

(iii) Eligible Employees Terminating After Retirement Date. An Eligible Employee Participant may also elect on a Deferral Form that payments of that Plan Year's deferrals and any Employer Matching Contributions (and earnings thereon) shall be paid in January of the year following the year in which the Participant's Termination Date occurs (in the case of installment payments, the first installment shall be paid in the January following the Participant's Termination Date, and subsequent installments shall be made each January thereafter), if the Participant's Termination Date is after his Retirement Date.

(iv) Eligible Employees Terminating Prior to Retirement Date. If an Eligible Employee Participant's Termination Date precedes his or her Retirement Date, such Participant shall be deemed to have elected on each Deferral Form that such Plan Year's deferrals and any Employer Matching Contributions (and earnings thereon) shall be paid in a single lump sum in January of the year following the year in which the Participant Terminates Employment.

5.3 Automatic Distributions. Notwithstanding any payment elections made on Deferral Forms and Section 5.2:

(a) Distributions to Key Employees. Distributions may not commence to a Key Employee upon a Termination of Employment before the date which is six months after the date of the Key Employee's Termination of Employment. If distributions are to be paid in a lump sum, such lump sum payment shall be distributed in the later of (A) the seventh month after the Termination of Employment or (B) January of the year following the year of the Termination of Employment. If distributions are to be paid in installments and the first installment is payable

during this six-month period, such installment shall be distributed in the later of (I) the seventh month after the Termination of Employment or (II) January of the year following the year of the Termination of Employment, with subsequent installments to be made each January thereafter.

(b) Distributions Upon Death. If a Participant dies before full distribution of his Account balance, any balance shall be distributed in a lump sum payment to the Participant's Beneficiary in the month following the month in which the Participant's death occurs.

5.4 Withdrawals for Unforeseeable Emergency. Upon approval by the Plan Committee, a Participant may withdraw all or any portion of his vested Account balance for an Unforeseeable Emergency. The amounts distributed with respect to an Unforeseeable Emergency may not exceed the amounts necessary to satisfy such Unforeseeable Emergency plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution, after taking into account the extent to which such hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the Participant's assets (to the extent the liquidation of such assets would not itself cause severe financial hardship) or by cessation of deferrals under this Plan. "Unforeseeable Emergency" means for this purpose a severe financial hardship to a Participant resulting from an illness or accident of the Participant, the Participant's spouse, or a dependent (as defined in Code section 152(a)) of the Participant, loss of the Participant's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. For the avoidance of doubt, a circumstance does not constitute an "Unforeseeable Emergency" for purposes of the Plan unless such circumstance constitutes an "unforeseeable emergency" as defined in Treas. Reg. § 1.409A-3(i)(3). The amount withdrawn for an Unforeseeable Emergency is subject to a minimum of \$10,000.

Notwithstanding Section 3.1, if the Plan Committee approves a distribution under this Section, the Participant's deferrals under the Plan shall cease. The Participant will be allowed to enroll if eligible at the beginning of the next enrollment period following six (6) months after the date of distribution.

5.5 Effect of Taxation. If the Internal Revenue Service or a court of competent jurisdiction determines that Plan benefits are includible in the gross income of a Participant under Code section 409A prior to actual receipt of the benefits, DXC shall immediately distribute the benefits found to be so includible to the Participant.

ARTICLE VI: ADMINISTRATION

6.1 General Administration. The Plan Committee shall be responsible for the operation and administration of the Plan and for carrying out the provisions hereof. The Plan Committee shall have the full authority and discretion to make, amend, interpret, and enforce all appropriate rules and regulations for the administration of this Plan and decide or resolve any and all questions, including interpretations of this Plan, as may arise in connection with this Plan. Any such action taken by the Plan Committee shall be final and conclusive on any party. The Plan Committee's prior exercise of discretionary authority shall not obligate it to exercise its authority in a like fashion thereafter. The Plan Committee shall be entitled to rely conclusively upon all tables, valuations, certificates, opinions and reports furnished by any actuary, accountant, controller, counsel or other person employed or engaged by DXC with respect to the Plan. The Plan Committee may, from time to time, delegate to others, including employees of DXC, such administrative duties as it sees fit.

6.2 Claims for Benefits: The following applies to Participants:

(a) Filing a Claim. A Participant or his authorized representative may file a claim for benefits under the Plan. Any claim must be in writing and submitted to the Plan Committee or its delegate at such address as may be specified from time to time. Claimants will be notified in writing of approved claims, which will be processed as claimed. A claim is considered approved only if its approval is communicated in writing to a claimant.

(b) Denial of Claim. In the case of the denial of a claim respecting benefits paid or payable with respect to a Participant, a written notice will be furnished to the claimant within 90 days of the date on which the claim is received. If circumstances (such as for a meeting) require a longer period, the claimant will be notified in writing, prior to the expiration of the 90-day period, of the reasons for an extension of time; provided, however, that no extensions will be permitted beyond 90 days after the expiration of the initial 90-day period.

(c) Reasons for Denial. A denial or partial denial of a claim will be dated and signed on behalf of the Plan Committee and will clearly set forth:

(i) the specific reason or reasons for the denial;

(ii) specific reference to pertinent Plan provisions on which the denial is based;

(iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and

(iv) an explanation of the procedure for review of the denied or partially denied claim set forth below, including the claimant's right to bring a civil action under ERISA section 502(a) following an adverse benefit determination on review.

(d) Review of Denial. Upon denial of a claim, in whole or in part, a claimant or his duly authorized representative will have the right to submit a written request to the Plan Committee for a full and fair review of the denied claim by filing a written notice of appeal with the Plan Committee within 60 days of the receipt by the claimant of written notice of the denial of the claim. A claimant or the claimant's authorized representative will have, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits and may submit issues and comments in writing, except for privileged or confidential documentation. The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

If the claimant fails to file a request for review within 60 days of the denial notification, the claim will be deemed abandoned and the claimant precluded from reasserting it. If the claimant does file a request for review, his request must include a description of the issues and evidence he deems relevant. Failure to raise issues or present evidence on review will preclude those issues or evidence from being presented in any subsequent proceeding or judicial review of the claim.

(e) Decision Upon Review. The Plan Committee or its delegate will provide a written decision on review. If the claim is denied on review, the decision shall set forth:

- (i) the specific reason or reasons for the adverse determination;
- (ii) specific reference to pertinent Plan provisions on which the adverse determination is based;
- (iii) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits; and
- (iv) a statement describing any voluntary appeal procedures offered by the Plan and the claimant's right to obtain the information about such procedures, as well as a statement of the claimant's right to bring a civil action under ERISA section 502(a).

A decision will be rendered no more than 60 days after the receipt of the request for review, except that such period may be extended for an additional 60 days if the Plan Committee determines that circumstances (such as for a meeting) require such extension. If an extension of time is required, written notice of the extension will be furnished to the claimant before the end of the initial 60-day period.

(f) Finality of Determinations; Exhaustion of Remedies. To the extent permitted by law, decisions reached under the claims procedures set forth in this Section shall be final and binding on all parties. No legal action for benefits under the Plan shall be brought unless and until the claimant has exhausted his remedies under this Section. In any such legal action, the claimant may only present evidence and theories which the claimant presented during the claims procedure. Any claims which the claimant does not in good faith pursue through the review stage of the procedure shall be treated as having been irrevocably waived. Judicial review of a claimant's denied claim shall be limited to a determination of whether the denial was an abuse of discretion based on the evidence and theories the claimant presented during the claims procedure. Any suit or legal action initiated by a claimant under the Plan must be brought by the claimant no later than one year following a final decision on the claim for benefits. Notwithstanding the foregoing, in no event may a claimant initiate suit or legal action more than two years after the facts giving rise to the action occurred. The foregoing limitations on suits or legal actions for benefits will apply in any forum where a claimant initiates such suit or legal action.

ARTICLE VII: AMENDMENT AND TERMINATION

7.1 Amendment or Termination. DXC reserves the right to amend or terminate the Plan when, in the sole discretion of DXC, such amendment or termination is advisable, pursuant to a resolution or other action taken by the Committee.

Any amendment or termination of the Plan will not affect the entitlement of any Participant or the Beneficiary of a Participant whose Termination Date occurs before the amendment or termination. All benefits to which any Participant or Beneficiary may be entitled shall be determined under the Plan as in effect at the time of the Participant's Termination Date and shall not be affected by any subsequent change in the provisions of the Plan; provided, that DXC reserves the right to change the Investment Options with respect to any Participant or Beneficiary. Participants and Beneficiaries will be given notice prior to the discontinuance of the Plan, change in Investment Options available or reduction of any benefits provided by the Plan.

7.2 Effect of Amendment or Termination. No amendment or termination of the Plan shall adversely affect the rights of any Participant to amounts credited to his Account as of the effective date of such amendment or termination. Upon termination of the Plan, distribution of balances in Accounts shall be made to Participants and Beneficiaries in the manner and at the time described in Article V, unless DXC determines in its sole discretion that all such amounts shall be distributed upon termination in accordance with the requirements under Code section 409A. Upon termination of the Plan, no further deferrals of Eligible Income shall be permitted; however, earnings, gains and losses shall continue to be credited to Account balances in accordance with Article V until the Account balances are fully distributed.

ARTICLE VIII: GENERAL PROVISIONS

8.1 Rights Unsecured. The right of a Participant or his Beneficiary to receive a distribution hereunder shall be an unsecured claim against the general assets of DXC, and neither the Participant nor his Beneficiary shall have any preferred rights in or against any amount credited to any Account or any other assets of DXC. The Plan at all times shall be considered entirely unfunded for tax purposes. Any funds set aside by DXC for the purpose of meeting its obligations under the Plan, including any amounts held by a trustee, shall continue for all purposes to be part of the general assets of DXC and shall be available to its general creditors in the event of DXC's bankruptcy or insolvency. DXC's obligation under this Plan shall be that of an unfunded and unsecured promise to pay money in the future.

8.2 No Guarantee of Benefits. Nothing contained in the Plan shall constitute a guarantee by DXC or any other person or entity that the assets of DXC will be sufficient to pay any benefits hereunder.

8.3 No Enlargement of Rights. No Participant or Beneficiary shall have any right to receive a distribution under the Plan except in accordance with the terms of the Plan. Establishment of the Plan shall not be construed to give any Participant the right to continue to be employed by or provide services to DXC.

8.4 Transferability. No interest of any person in, or right to receive a distribution under, the Plan shall be subject in any manner to sale, transfer, assignment, pledge, attachment, garnishment, or other alienation or encumbrance of any kind; nor may such interest or right to receive a distribution be taken, either voluntarily or involuntarily for the satisfaction of the debts of, or other obligations or claims against, such person.

8.5 Applicable Law. To the extent not preempted by federal law, the Plan shall be governed by the laws of the State of Virginia.

8.6 Incapacity of Recipient. If any person entitled to a distribution under the Plan is deemed by DXC to be incapable of personally receiving and giving a valid receipt for such payment, then, unless and until a claim for such payment shall have been made by a duly appointed guardian or other legal representative of such person, DXC may provide for such payment or any part thereof to be made to any other person or institution then contributing toward or providing for the care and maintenance of such person. Any such payment shall be a payment for the account of such person and a complete discharge of any liability of DXC and the Plan with respect to the payment.

8.7 Taxes. DXC or other payor may withhold from a benefit payment under the Plan or a Participant's wages any federal, state, or local taxes required by law to be withheld with respect to a payment or accrual under the Plan, and shall report such payments and other Plan-related information to the appropriate governmental agencies as required under applicable laws.

8.8 Corporate Successors. The Plan and the obligations of DXC under the Plan shall become the responsibility of any successor to DXC by reason of a transfer or sale of substantially all of the assets of DXC or by the merger or consolidation of DXC into or with any other corporation or other entity.

8.9 Unclaimed Benefits. Each Participant shall keep DXC informed of his current address and the current address of his designated Beneficiary. DXC shall not be obligated to search for the whereabouts of any person if the location of a person is not made known to DXC.

8.10 Severability. In the event any provision of the Plan shall be held invalid or illegal for any reason, any illegality or invalidity shall not affect the remaining parts of the Plan, but the Plan shall be construed and enforced as if the illegal or invalid provision had never been inserted.

8.11 Words and Headings. Words in the masculine gender shall include the feminine and the singular shall include the plural, and vice versa, unless qualified by the context. Any headings used herein are included for ease of reference only, and are not to be construed so as to alter the terms hereof.

ARTICLE IX: ROLLOVERS FROM OTHER PLANS

9.1 Discretion to Accept. The Committee shall have complete authority and discretion, but no obligation, to establish an Account for a Rollover Participant and credit the Account with the amount transferred from the Rollover Participant's account in a Rollover Plan. Amounts credited to such Accounts are fully subject to the provisions of this Plan. Reference in the Plan to such a crediting as a "rollover" or "transfer" from a Rollover Plan is nominal in nature, and confers no additional rights upon a Rollover Participant other than those specifically set forth in the Plan.

9.2 Status of Rollover Participants. A Rollover Participant and his Beneficiary are fully subject to the provisions of this Plan, except as otherwise expressly set forth herein. A Rollover Participant who is not already a Participant in the Plan and is not otherwise eligible to participate in the Plan at the time of rollover, shall not be entitled to make any additional deferrals under the Plan unless and until he has become eligible to do so under the terms of the Plan.

9.3 Payments to Rollover Participants. Payments from a Rollover Participant's Account shall be made in accordance with the form and timing of payment provisions of the Rollover Plan.

IN WITNESS WHEREOF, Everett SpinCo, Inc. has caused this Enterprise Services Executive Deferred Compensation Plan, effective April 1, 2017, to be executed on this 29th day of March, 2017.

Everett SpinCo, Inc.

/s/ Rishi Varma

Rishi Varma

President and Secretary

ATTACHMENT A
Hewlett Packard Enterprise Grandfathered
Executive Deferred Compensation Plan
(Effective November 1, 2015)

Section 1. Establishment and Purpose of Plan.

The Hewlett Packard Enterprise Grandfathered Executive Deferred Compensation Plan is hereby adopted effective as of November 1, 2015 (the "Effective Date"). The Plan provides deferred compensation for a select group of management or highly compensated employees as established in Title I of ERISA. The Plan is established to receive liabilities transferred from the Hewlett-Packard Company Executive Deferred Compensation Plan.

No amounts shall be deferred under the Plan on and after the Effective Date.

The Plan is intended to be an unfunded and unsecured deferred compensation arrangement between the Participant and the Company, in which the Participant agrees to give up a portion of the Participant's current compensation in exchange for the Company's unfunded and unsecured promise to make a deferred payment at a future date, as specified in Sections 6 and 7. As such the Plan shall be exempt from the participation, vesting and funding requirements of Parts 2 and 3 of Title I of ERISA and shall be subject to the limited reporting and disclosure requirements (under Part 1 of Title I of ERISA) applicable to such plans. The Company retains the right, as provided in Section 13, to amend or terminate the Plan at any time. Certain capitalized words used in the text of the Plan are defined in Section 21 in alphabetical order.

See Appendix A for special rules related to the spin-off of the Company from HP Inc.

Section 2. Participation in the Plan.

2.1 General. All Eligible Employees are eligible to defer Bonuses under the Plan. Eligible Employees are eligible to defer Base Pay under the Plan so long as their Base Pay, as of the first day of October preceding the calendar year within which the deferral is to be made, is equal to or in excess of the sum of (1) the amount defined in Code section 401(a)(17), which is in effect on January 1 of the calendar year to which the deferral election pertains, as adjusted by the Secretary of the Treasury under Code section 415(d), plus (2) \$6,000.

2.2 Cessation of Status of Eligible Employee. If an Eligible Employee with a Base Pay Deferred Amount and/or Bonus Deferred Amount election in effect for a particular year ceases to be an Eligible Employee during such year, and does not reestablish eligibility prior to the first day in October prior to the next calendar year, his election with respect to a Base Pay Deferred Amount shall terminate effective as of the close of the calendar year during which he ceases to be an Eligible Employee. Such Employee's election with respect to his Bonus Deferred Amount shall continue in effect for any Bonus attributable to the fiscal year during which the Participant ceases to be an Eligible Employee. The provisions in the preceding two sentences relate only to the discontinuance of the Deferred Amount elections after the end of the year in which the Employee terminates employment or otherwise ceases to be an Eligible Employee. Amounts credited to such person's Deferral Account under any such election prior to its discontinuance shall be payable pursuant to the terms of such election, subject to the provisions of Section 2.

Effective **April 1, 2017**

2.3 Suspension or Termination of Participation. Notwithstanding anything in this Plan to the contrary, in the event the Committee may determine, in its sole and absolute discretion, that an individual's participation in the Plan may jeopardize the status of the Plan as an unfunded and unsecured nonqualified deferred compensation plan under the Code or ERISA or may cause other Participants in the Plan to have their Deferral Accounts includable in their taxable income, the Committee may suspend or terminate such individual's status as an Eligible Employee.

Section 3. Timing and Amounts of Deferred Compensation.

All Base Pay and Bonus deferral elections, as provided under Sections 3.1 and 3.2, respectively, shall be made on such deferral election forms as are prescribed by the Committee. Each election form shall specify the nature of the Deferred Amount, the form of payment which is to be applicable with respect to such designated Deferred Amount, as provided in Section 6, the Beneficiary or Beneficiaries to receive any death benefit applicable to the subject amount, as provided in Section 9, and the Deferred Payment Date on which payment is to commence with respect to such Deferred Amount. Such Deferred Payment Date must be at least three (3) years after the date of the filing of the election form. Except as otherwise provided in this Section 3, all such Deferred Amount elections shall become irrevocable for the subject calendar year as of October 31 of the calendar year prior to the calendar year to which the election pertains. An Eligible Employee may change or revoke his Base Pay deferral election under Section 3.1.1 and may change or revoke his Bonus deferral election under Section 3.2.1 pursuant to such rules as are set by the Committee but in no event may any such election be amended or revoked after (1) the last business day of the Company's calendar year preceding the calendar year for which the election is made, with respect to Base Pay deferral elections, and (2) the last business day preceding the beginning of the performance period to which the Bonus award pertains, with respect to Bonus deferral elections. Eligible Employees shall make elections to participate in the Plan, as follows:

3.1 Base Pay Deferrals.

3.1.1 Timing of Base Pay Deferral. To make an election of a Base Pay deferral for any calendar year, the Eligible Employee must file a deferral election form with the Committee in accordance with any procedures established by the Committee, but in no event later than the last business day of the calendar year preceding the calendar year with respect to which the election to defer Base Pay is made.

3.1.2 Amount of Base Pay Deferral. Once an election is made by an Eligible Employee, an annual whole dollar amount will be deferred from Base Pay, taken equally over the twenty-four (24) pay periods falling within the calendar year to which the election pertains. The minimum amount of Base Pay which may be deferred is \$6,000 per calendar year. The maximum amount of Base Pay which may be deferred each calendar year is equal to the amount of Base Pay exceeding the amount defined in Code section 401(a)(17), as adjusted by the Secretary of the Treasury under Code section 415(d), in effect on January 1 of the calendar year to which the deferral election pertains.

3.2 Bonus Deferrals.

3.2.1 Timing of Bonus Deferral. Participants must make an election to defer an H1 Bonus and/or H2 Bonus in accordance with any procedures established by the Committee, but in no event later than October 31 of the calendar year ending before the fiscal year to which the H1 and H2 Bonuses pertain. Participants must make an election to defer any other Bonus that is neither an H1 Bonus nor an H2 Bonus in accordance with any procedures established by the Committee.

3.2.2 Amount of Bonus Deferral. An Eligible Employee may defer any portion, up to 95%, of any Bonus to which he or she may become entitled, so long as the Deferred Amount is expressed in terms of a whole percentage point. Once an election is made by an Eligible Employee to defer a portion of a Bonus, the appropriate amount will be withheld from the Bonus when the amount of the Bonus has been certified by the Committee (with respect to a Bonus under the EPfR Plan), but not before the Bonus would otherwise have been paid to the Participant in cash under the plan from which the Bonus is payable.

3.3 Committee Discretion. Notwithstanding anything in this Section 3 to the contrary, the Committee shall have the discretion to modify the availability and timing of a valid deferral election under this Section 3, in any manner it deems appropriate; provided, however, that any alteration with respect to a Covered Officer must be consistent with the requirements for deductibility of compensation under Section 162(m) of the Code.

Section 4. Deferral Accounts.

4.1 In General. Amounts deferred pursuant to Section 3 shall be credited to a Deferral Account in the name of the Participant. Deferred Amounts arising from deferrals of Base Pay shall be credited to a Deferral Account at least quarterly. Deferrals resulting from amounts credited to a Participant's Deferral Account from the deferral of Bonuses shall be credited to a Deferral Account as soon as practicable after the Committee – as appropriate under, and in accordance with, the terms of the plan from which the Bonus is payable – has approved the amount of a Bonus, but not before the Bonus would otherwise have been paid to the Participant in cash. The Participant's rights in the Deferral Account shall be no greater than the rights of any other unsecured general creditor of the Company. Deferred Amounts and Earnings thereon invested hereunder shall for all purposes be part of the general funds of the Company. Any payouts to a Participant of amounts credited to a Participant's Deferral Account are not due, nor are such amounts ascertainable, until the Payout Commencement Date.

4.2 Hewlett-Packard Company Officers Early Retirement Plan Deferrals. A Deferral Account may be created or credited pursuant to the termination of the Hewlett-Packard Company Officers Early Retirement (OER) Plan, as restated effective October 31, 1999. Except as otherwise provided in this Section 4.2, an OER Deferral shall be forfeited in full, if the Termination Date of a Rollover Participant for whom the OER Deferral was created or credited, occurs prior to April 1, 2001. Notwithstanding the foregoing, the OER Deferral of a Rollover Participant shall not be forfeited due to his or her Termination Date occurring prior to April 1, 2001, if the Rollover Participant has attained the age of 58 on or before March 31, 1999.

Section 5. Earnings on the Deferral Account.

5.1 Crediting in General. Amounts in a Participant's Deferral Account will be credited at least quarterly with Earnings until such amounts are paid out to the Participant under this Plan as set forth in Section 6 or 7. All Earnings attributable to the Deferral Account shall be added to the liability of and retained therein by the Company. Any such addition to the liability shall be appropriately reflected on the books and records of the Company and identified as an addition to the total sum owing the Participant. The Deferral Account of a Rollover Participant shall be credited with Earnings at the same time and accounted for in the same manner as the Deferral Account of a Participant (regardless of the Rollover Participant's eligibility to participate in the Plan), pro-rated to reflect the date on which the deferral account from a Rollover Plan is transferred into the Plan.

5.2 Hypothetical Investment Choice. Except as otherwise provided in this Section 5.2, and subject to provisions of Section 4.1, the Committee may, in its discretion, offer Participants a choice among various hypothetical investments on which their Deferral Accounts may be credited. Such a choice is nominal in nature, and grants Participants no real or beneficial interest in any specific fund or property. Provision of a choice among hypothetical investment options grants the Participant no ability to affect the actual aggregate investments the Company may or may not make to cover its obligations under

the Plan. Any adjustments the Company may make in its actual investments for the Plan may only be instigated by the Company, and may or may not bear a resemblance to the Participants' hypothetical investment choices on an account-by-account basis. The timing, allowance and frequency of hypothetical investment choices, and a Participant's ability to change how his or her Deferral Account is credited, is within the sole discretion of the Committee. The Committee may, in order to comply with applicable law, further limit the hypothetical investment choices available to Covered Officers.

5.3 OER Deferral Fund. The Fund, referenced in Section 21.16.3, with respect to which OER Deferrals are credited, is a frozen fund. Participants will not have, among the hypothetical investment choices, the right to request that additional Deferral Account balances be credited in accordance with the deemed return on investment of this Fund. However, Participants may choose to have any or all of the balance of a Deferral Account being credited in accordance with the deemed return on investment of this Fund, credited instead using any of the hypothetical investment choices referenced in Section 5.2.

Section 6. Payout to the Participants.

6.1 Time of Payment of Deferred Amounts.

6.1.1 Deferrals Made in 2004 and Thereafter. On each deferral election form filed by a Participant, such Participant shall specify the Deferred Payment Date on which benefit payments under the Plan are to be made or commence with respect to the Deferred Amount covered by such deferral election. In making such designation, the Participant may designate any January of a specified year as a Deferred Payment Date, so long as the specified year is at least three (3) years after the year in which the deferrals are being made. Additionally, on such form the Participant may elect that in all events payments shall commence as soon as practicable following the date on which the Eligible Employee terminates employment with the Company (which, in the case of installment payments, shall be as of the January following the date of such Employee's termination of employment). If for any reason the Eligible Employee fails to make an effective Deferred Payment Date designation, his Deferred Payment Date for the amount that is the subject of the deferral election shall be as soon as practicable following the date on which the Eligible Employee terminates employment with the Company and related entities, with such amount paid in a single lump sum. Except as otherwise provided in this Section 6, all benefit payments under the Plan with respect to Deferred Amounts shall be made to the Participant on the Deferred Payment Dates as specified in his applicable deferral election forms.

6.1.2 Special Election for Pre-2004 Deferrals. With respect to the portion of their Deferral Account attributable to Base Pay and Bonus deferrals that occurred prior to 2004, Participants shall be entitled to a special one-time election to specify a new Deferred Payment Date on which benefit payments under the Plan are to be made or commence. In general, such election shall follow the process described in Section 6.1.1 above and shall apply so long as the Participant's Termination Date occurs on or after January 1, 2005, and in accordance with rules established by the Committee. Notwithstanding the foregoing, however, in the event that a Participant's Termination Date occurs prior to January 1, 2005, the portion of his Deferral Account attributable to contributions made prior to 2004 shall be distributed to him as described in Section 7.

6.2 Forms of Payment of Deferred Amounts. On each deferral election form filed by a Participant, such Participant shall specify the form of payment for the amounts attributable to the Deferred Amount covered by such deferral election. In making such designation, the Participant may designate payment in the form of a single lump-sum payment or payment in the form of annual installment payments payable for not less than two (2) but no more than fifteen (15) years. Annual installment payments will be paid once a year beginning on the date specified on the applicable deferral

election form, as provided in Section 6.1. If for any reason the Participant fails to make an effective designation under this Section 6.2, payment of the amount that is the subject of the deferral election shall be made in the form of a single lump-sum payment on the date as specified in Section 6.1. Except as otherwise provided in this Section 6 or in Section 7, all benefit payments under the Plan with respect to a Participant's Deferred Amounts shall be made to the Participant in the payment forms as specified on his applicable deferral election forms.

6.3 Death Benefits. If a Participant shall die with a balance credited to his Accounts, such balance shall be paid to his applicable designated Beneficiary or Beneficiaries as provided herein. With respect to all amounts that have not been paid as of the Participant's death, the then-current balance of each such amount payable to a designated Beneficiary shall be paid to the designated Beneficiary in a single lump-sum payment as soon as practicable following the Participant's death.

6.4 Minimum Distributions. If a Participant's employment with the Company has terminated, and if such Participant has elected (or is entitled) to receive installment distributions from the Plan, and the Participant's Account balance is equal or less than \$15,000, the Committee in its sole and exclusive discretion may pay to such Participant, in lieu of such installment distribution, the total balance in such Participant's Account immediately upon termination. If a Participant's employment has terminated, and such Participant's Account balance is greater than \$15,000 and the Participant has elected (or is entitled) to receive installment distributions from the Plan, the Committee in its discretion may increase such Participant's annual payments to \$15,000 and reduce the total number of payments to be paid in proportion to such increased payment, but may not otherwise accelerate the time of the payments. Notwithstanding the foregoing, if a Participant's Termination Date precedes his Retirement Date, then the Participant's Account balance will be distributed in a single lump sum immediately upon termination.

6.5 Method of Calculation of Payments. For purposes of computing the amount of any distribution to a Participant or a Beneficiary, the balance in such Participant's or Beneficiary's Account (as of the date preceding the payment date) shall be multiplied by a fraction, the numerator of which equals one and the denominator of which equals the number of years that such Participant or Beneficiary has elected to defer payments under this Section 6 less the number of payments such Participant or Beneficiary has previously received pursuant to this Section 6.

6.6 Automatic Payment. Notwithstanding anything contained herein to the contrary, if it has been finally determined that funds held pursuant to this Plan and the relevant Earnings are includable in the taxable income of a Participant or his Beneficiary, such funds shall be immediately distributed to such Participant or Beneficiary. For purposes of this Section, a final determination shall occur when a decision is determined by the highest court which could otherwise render a decision (or the Participant and the Internal Revenue Service have reached a final agreement) in this regard.

Section 7. Special Transition Rules for Deferrals Before 2004.

7.1 Termination After Retirement Date. If a Participant's Termination Date is prior to January 1, 2005 and on or after his or her Retirement Date and the portion of the Participant's Deferral Account attributable to deferrals made before 2004 is no less than \$15,000 on the Retirement Date, an election as to the form and commencement of benefit may be made in accordance with this Section 7.1. An election under this section is only valid if made before the date which is at least twelve (12) months prior to the Participant's Termination Date, and on or before the last day of the calendar year preceding the Termination Year.

7.1.1 Form of Payout. A Participant making a valid election under this Section 7.1 may elect to receive either (1) a single lump sum payout by January 15 of the year following the Termination Year, or (2) a payout in annual installments over a five (5) to fifteen (15) year period beginning with the January 15 following the Termination Year.

7.1.2 Commencement of Payout. A Participant making a valid election under this Section 7.1 may elect to further defer the Payout Commencement Date, under either the single lump sum or the annual installment election addressed in Section 7.1.1, by an additional one (1), two (2) or three (3) years beginning after the January 15 following the Termination Year.

7.1.3 Earnings on Deferral Accounts. Whatever the form of payout under Section 7, and whatever the timing of the Payout Commencement Date, the Deferral Account of a Participant shall continue to be credited with Earnings until all amounts in such an account are paid out to the Participant.

7.2 Default Form and Commencement of Payout. If a Participant's Termination Date is prior to January 1, 2005 and is on or after his or her Retirement Date, a valid election under Section 7.1 is not made, and the Participant's Deferral Account balance is no less than \$15,000 on the Retirement Date, then the Participant shall receive his or her payout in annual installments over the fifteen (15) year period beginning with the January 15 following the Termination Year. If, however, such Deferral Account balance is less than \$15,000 on the Retirement Date, then the Participant shall receive a single lump sum payout as soon as practicable after the Retirement Date.

Section 8. Hardship Provision.

8.1 Unforeseeable Emergencies. Neither the Participant nor his or her Beneficiary is eligible to withdraw amounts credited to a Deferral Account prior to the time specified in Sections 6 and 7. However, such credited amounts may be subject to early withdrawal if an unforeseeable emergency occurs that is caused by an event beyond the Participant's or Beneficiary's control and would result in severe financial hardship to the individual if early withdrawal is not permitted. A severe financial hardship exists only when all other reasonably available financial resources have been exhausted. The Plan Committee (or its delegate) shall have sole discretion to determine whether to approve any hardship withdrawal, which amount will be limited to the amount necessary to meet the emergency and is subject to a minimum of \$10,000. The decision of the Plan Committee (or its delegate) will be final and binding on all interested parties.

8.2 Waiting Period. If the Committee approves a hardship withdrawal, the Participant's deferrals under the Plan shall cease, and such Participant will be allowed to enroll if eligible in the next enrollment period following six (6) months after the date of distribution.

Section 9. Designation of Beneficiary.

The Participant shall, by notice to the Company in the form and manner prescribed by the Company, (1) at the time of the first election to designate a Beneficiary hereunder, and (2) shall have the right thereafter to change any Beneficiary previously designated by the Participant. In the case of a Participant's death, payment due under this Plan shall be made to the designated Beneficiary. To be valid, a Beneficiary designation must be received by the Company prior to the Participant's death. If there is no valid Beneficiary designation in effect with respect to the Participant at the time of his or her death, the amount (if any) otherwise payable to the Beneficiary shall instead be paid to all members (in equal shares) of the first class in which there are living members on the date of the Participant's death, in the following order of priority: (I) the Participant's spouse; (II) the Participant's children; (III) the Participant's parents; (IV) the Participant's brothers and sisters; (V) the Participant's estate. Solely for purposes of the immediately preceding sentence, the term "spouse" shall include domestic partners. For such purposes, a "domestic partner" shall mean the person with whom the Participant has signed and filed a notarized declaration of domestic partnership form as prescribed by the Company.

The Company has adopted procedures governing the form and manner in which a Participant may designate a Beneficiary. Only a Beneficiary designation submitted in accordance with such procedures shall be a valid Beneficiary designation. Accordingly, any Beneficiary designation submitted not in accordance with such procedures shall be invalid.

Notwithstanding the above, if any payment due a person remains unpaid at his or her death, the payment will be made to (i) that person's spouse; (ii) if no spouse is living at the time of such payment, then his or her living children, in equal shares; (iii) if neither a spouse nor children are living, then his or her living parents, in equal shares; (iv) if neither spouse, nor children, nor parents are living, then his or her living brothers and sisters, in equal shares; (v) if none of the individuals described in (i) through (iv) are living, to his or her estate. A person's domestic partner shall be considered a person's spouse for purposes of this paragraph. The Committee shall determine a person's status as a domestic partner in a uniform and nondiscriminatory manner. Such a determination shall be binding and conclusive on all parties.

Section 10. Limitation on Assignments.

Benefits under this Plan are not subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishments by creditors of the Participant or the Participant's Beneficiary and any attempt to do so shall be void. Subject to Section 19 and notwithstanding the foregoing, upon receipt of a copy of a decree from a court of competent jurisdiction which finally declares a Participant's spouse as having property rights to a portion of the amounts credited to such Participant's Deferral Account, the Committee shall segregate such portion from the Participant's Deferral Account and hold that portion for the benefit of the spouse.

Section 11. Administration.

11.1 Administration by Committee. The Plan shall be administered by the Committee. The Committee shall have the sole authority to interpret the Plan, to establish and revise rules and regulations relating to the Plan and to make any other determinations that it believes necessary or advisable for the administration of the Plan. Decisions and determination by the Committee shall be final and binding upon all interested parties, including but not limited to shareholders, Participants, Beneficiaries and other employees. The Committee may delegate its administrative responsibilities as it deems appropriate.

11.2 Claims for Benefits.

11.2.1 Filing a Claim. A Participant or his authorized representative may file a claim for benefits under the Plan. Any claim must be in writing and submitted to the Plan Committee or its delegate at such address as may be specified from time to time. Claimants will be notified in writing of approved claims, which will be processed as claimed. A claim is considered approved only if its approval is communicated in writing to a claimant.

11.2.2 Denial of Claim. In the case of the denial of a claim respecting benefits paid or payable with respect to a Participant, a written notice will be furnished to the claimant within 90 days of the date on which the claim is received. If circumstances (such as for a meeting) require a longer period, the claimant will be notified in writing, prior to the expiration of the 90-day period, of the reasons for an extension of time; provided, however, that no extensions will be permitted beyond 90 days after the expiration of the initial 90-day period.

11.2.3 Reasons for Denial. A denial or partial denial of a claim will be dated and signed on behalf of the Plan Committee and will clearly set forth:

- (i) the specific reason or reasons for the denial;
- (ii) specific reference to pertinent Plan provisions on which the denial is based;
- (iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
- (iv) an explanation of the procedure for review of the denied or partially denied claim set forth below, including the claimant's right to bring a civil action under ERISA section 502(a) following an adverse benefit determination on review.

11.2.4 Review of Denial. Upon denial of a claim, in whole or in part, a claimant or his duly authorized representative will have the right to submit a written request to the Plan Committee for a full and fair review of the denied claim by filing a written notice of appeal with the Plan Committee within 60 days of the receipt by the claimant of written notice of the denial of the claim. A claimant or the claimant's authorized representative will have, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits and may submit issues and comments in writing, except for privileged or confidential documentation. The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

If the claimant fails to file a request for review within 60 days of the denial notification, the claim will be deemed abandoned and the claimant precluded from reasserting it. If the claimant does file a request for review, his request must include a description of the issues and evidence he deems relevant. Failure to raise issues or present evidence on review will preclude those issues or evidence from being presented in any subsequent proceeding or judicial review of the claim.

11.2.5 Decision Upon Review. The Plan Committee or its delegate will provide a written decision on review. If the claim is denied on review, the decision shall set forth:

- (i) the specific reason or reasons for the adverse determination;
- (ii) specific reference to pertinent Plan provisions on which the adverse determination is based;
- (iii) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits; and
- (iv) a statement describing any voluntary appeal procedures offered by the Plan and the claimant's right to obtain the information about such procedures, as well as a statement of the claimant's right to bring a civil action under ERISA section 502(a).

A decision will be rendered no more than 60 days after the receipt of the request for review, except that such period may be extended for an additional 60 days if the Plan Committee determines that circumstances (such as for a meeting) require such extension. If an extension of time is required, written notice of the extension will be furnished to the claimant before the end of the initial 60-day period.

11.2.6 Finality of Determinations; Exhaustion of Remedies. To the extent permitted by law, decisions reached under the claims procedures set forth in this Section shall be final and binding on all parties. No legal action for benefits under the Plan shall be brought unless and until the claimant has exhausted his remedies under this Section. In any such legal action, the claimant may only present evidence and theories which the claimant presented during the claims procedure. Any claims which the claimant does not in good faith pursue through the review stage of the procedure shall be treated as having been irrevocably waived. Judicial review of a claimant's denied claim shall be limited to a determination of whether the denial was an abuse of discretion based on the evidence and theories the claimant presented during the claims procedure. Any suit or legal action initiated by a claimant under the Plan must be brought by the claimant no later than one year following a final decision on the claim for benefits. Notwithstanding the foregoing, in no event may a claimant initiate suit or legal action more than two years after the facts giving rise to the action occurred. The foregoing limitations on suits or legal actions for benefits will apply in any forum where a claimant initiates such suit or legal action.

11.3 Books and Records. Books and records maintained for the purpose of the Plan shall be maintained by the officers and employees of the Company at its expense and subject to supervision and control of the Committee.

11.4 Committee Discretion. Notwithstanding anything in this Plan to the contrary, the Committee shall have the discretion to modify the availability and timing of a valid election under Section 6.1 or 7.1, and the timing, form and amount (e.g., payouts affected by a forfeiture under Section 4.2) of any payout, in any manner it deems appropriate; provided, however, that any alteration with respect to a Covered Officer must be consistent with the requirements for deductibility of compensation under section 162(m) of the Code.

Section 12. No Funding Obligation.

The Company is under no obligation to transfer amounts credited to the Participant's Deferral Account to any trust or escrow account, and the Company is under no obligation to secure any amount credited to a Participant's Deferral Account by any specific assets of the Company or any other asset in which the Company has an interest. This Plan shall not be construed to require the Company to fund any of the benefits provided hereunder nor to establish a trust for such purpose. The Company may make such arrangements as it desires to provide for the payment of benefits, including, but not limited to, the establishment of a rabbi trust or such other equivalent arrangements as the Company may decide. No such arrangement shall cause the Plan to be a funded plan within the meaning of Title I of ERISA, nor shall any such arrangement change the nature of the obligation of the Company nor the rights of the Participants under the Plan as provided in this document. Neither the Participant nor his or her estate shall have any rights against the Company with respect to any portion of the Deferral Account except as a general unsecured creditor. No Participant has an interest in his or her Deferral Account until the Participant actually receives the deferred payment.

Section 13. Amendment and Termination of the Plan.

The Company, by action of the Committee, in its sole discretion may suspend or terminate the Plan or revise or amend it in any respect whatsoever; provided, however, that amounts already allocated to the Deferral Accounts will continue to be owed to the Participants or Beneficiaries and will continue to accrue Earnings and continue to be a liability of the Company. Any amendment or termination of the Plan will not affect the entitlement of any Participant or the Beneficiary of a Participant who terminates employment before the amendment or termination. All benefits to which any Participant or Beneficiary may be entitled shall be determined under the Plan as in effect at the time the Participant terminates employment and shall not be affected by any subsequent change in the provisions of the Plan; provided, that the Company reserves the right to change the basis of return on investment of the Deferral Account with respect to any Participant or Beneficiary. Participants or Beneficiaries will be given notice prior to the discontinuance of the Plan or reduction of any benefits provided by the Plan.

Section 14. Tax Withholding.

The Company shall have the right to deduct from all payments or deferrals made under the Plan any Tax required by law to be withheld. If the Company concludes that Tax is owing with respect to any deferral of income or payment hereunder, the Company shall withhold such amounts from any payments due the Participant, as permitted by law, or otherwise make appropriate arrangements with the Participant or his or her Beneficiary for satisfaction of such obligation.

Section 15. Choice of Law.

This Plan, and all rights under this Plan, shall be interpreted and construed in accordance with ERISA and, to the extent not preempted, the law of the State of Delaware, unless otherwise stated in the Plan.

Section 16. Notice.

Any written notice to the Company required by any of the provisions of this Plan shall be addressed to the Assistant Secretary of the Company or his or her delegate and shall become effective when it is received.

Section 17. No Employment Rights.

Nothing in the Plan, nor any action of the Company pursuant to the Plan, shall be deemed to give any person any right to remain in the employ of the Company or affect the right of the Company to terminate a person's employment at any time, with or without cause.

Section 18. Rollovers from other Plans.

18.1 Discretion to Accept. The Committee shall have complete authority and discretion, but no obligation, to allow the Plan to create Deferral Accounts for Rollover Participants and credit such accounts with amounts to reflect the Rollover Participant's deferral account in a Rollover Plan. The amounts credited to such Deferral Accounts are fully subject to the provisions of this Plan. Reference in the Plan to such a crediting as a "rollover" or "transfer" of assets from a Rollover Plan is nominal in nature, and confers no additional rights upon a Rollover Participant other than those specifically set forth in the Plan.

18.2 Status of Rollover Participants. A Rollover Participant and his or her Beneficiary are fully subject to the provisions of this Plan, except as otherwise expressly set forth herein. A Rollover Participant who is not already a Participant in the Plan and is not otherwise eligible to participate in the Plan at the time of rollover, shall not be entitled to make any additional deferrals under the Plan unless and until he or she has become an Eligible Employee under the terms of the Plan.

18.3 Payment to Rollover Participants. If at the time of rollover or transfer, payments from a Rollover Participant's account in a Rollover Plan have already commenced from a Rollover Plan, he or she shall continue to receive such payments in accordance with the form and timing of payment provisions of such plan. If a Rollover Participant is not yet eligible to receive payments from the Rollover Plan at the time of the rollover or transfer, he or she is bound by the payout provisions of this Plan.

Section 19. [Reserved.]

Section 20. Code Section 162(m).

With respect to Covered Employees, this Plan is designed to satisfy the special requirements for performance-based compensation set forth in Section 162(m) of the Code, and the Plan shall be so construed. Furthermore, if a provision of the Plan as it relates to a Covered Officer causes a deferral or payment to fail to satisfy these special requirements, the Plan shall be deemed amended to satisfy the requirements to the extent permitted by law and subject to Committee approval.

Section 21. Definitions and Construction.

21.1 Base Pay means the annual base cash compensation, determined on October 1 preceding the calendar years within which deferrals are to be made, for employees on the U.S. payroll of the Company, excluding commissions, overtime pay, bonuses or Bonuses, shift differential, payments under any disability program sponsored by the Company, or any other additional compensation.

21.2 Beneficiary means the person or persons or trust designated by a Participant under Section 9 to receive any amounts payable under the Plan in the event of the Participant's death.

21.3 Bonus refers to an H1 Bonus, an H2 Bonus and any other bonus that the Committee may deem from time to time eligible to be deferred under this Plan.

21.4 Code means the Internal Revenue Code of 1986, as amended from time to time.

21.5 Committee means the HR and Compensation Committee of the Board of Directors of the Company, or its delegate. The Committee shall serve as plan administrator within the meaning of ERISA.

21.6 Company means Hewlett Packard Enterprise Company, a Delaware corporation, and any business entity within the Hewlett Packard Enterprise Company consolidated group.

21.7 Company Performance Bonus Plan or CPB Plan refer to the Hewlett-Packard Company Performance Bonus Plan, as amended from time to time.

21.8 Covered Officer shall have the same meaning as set forth in the PFR Plan.

21.9 Deferral Account means the account balance of a Participant in the Plan created from Deferred Amounts or from a credit to a Participant's account from a Rollover Plan, and the Earnings thereon prior to payout to the Participant.

21.10 Deferred Amount means the amount the Participant elects to have deferred from Base Pay and/or a Bonus, pursuant to Section 3.

21.11 Deferred Payment Date means the payment date, as specified by a Participant on his Base Pay or Bonus deferred election form, on which he elects to have his applicable amount paid or commence being paid.

21.12 Earnings refers to the deemed return on investment (or charge on investment loss) allocated to the Participant's Deferral Account, based on the return of the Fund.

21.13 Eligible Employee means an individual who is a regular employee on the U.S. payroll of the Company on the first day of October preceding the calendar years within which deferrals are to be made and whose job position with the Company has a title of Director (or whose job function is, in the sole and absolute discretion of the Committee, equivalent to a "Director" position) or above and who has been assigned a salary grade of E4 or S4 or above or its equivalent; notwithstanding the foregoing, individuals who are classified by the Company as (1) leased from or otherwise employed by a third party, (2) independent contractors, or (3) intermittent or temporary, even if such classification is changed retroactively as a result of an audit, litigation or otherwise shall be excluded.

21.14 EPfR Plan refers to the Hewlett-Packard Company Executive Pay-for-Results Plan.

21.15 ERISA means the Employee Retirement Income Security Act of 1974, as amended from time to time.

21.16 Fund means –

21.16.1 With respect to Earnings credited to deferrals of Base Pay or Bonuses, those funds representing the investment returns of the hypothetical investment choices designated by the Committee from time to time, in accordance with the provisions of Section 5;

21.16.2 With respect to Earnings credited to the Deferral Account of a Covered Officer, the term Fund shall specifically refer to a fund permitted by the Treasury Regulations promulgated under Code Section 162(m) and in accordance with Section 5; and

21.16.3 With respect to an OER Deferral, the term Fund shall specifically refer to a fund the investments of which are comprised of a mix of debt and equity, as chosen in the sole discretion of the Committee, and as subject to the forfeiture provisions of Section 4.2.

21.17 H1 Bonus means a Bonus arising from the Performance Period described by the first half of the Company's fiscal year (November 1 through April 30), as defined in the EPfR Plan, PfR Plan and the CPB Plan. The term "H1 Bonus" also relates to any other bonus payable to a Participant on the same cycle as the EPfR Plan, PfR Plan and CPB Plan – i.e., with a Performance Period defined by the first half of the Company's fiscal year (November 1 through April 30).

21.18 H2 Bonus means a Bonus arising from the Performance Period described by the second half of the Company's fiscal year (May 1 through October 31), as defined in the EPfR Plan, PfR Plan and CPB Plan. The term "H2 Bonus" also relates to any other bonus payable to a Participant on the same cycle as the EPfR Plan, PfR Plan and CPB Plan – i.e., with a Performance Period defined by the second half of the Company's fiscal year (May 1 through October 31).

21.19 OER Deferral means that portion of a Participant's Deferral Account comprised of amounts deferred and credited to the account arising from the termination of the Hewlett-Packard Company Officers Early Retirement Plan, as restated effective October 31, 1999, including any earnings thereon.

21.20 Participant means any individual who has benefits in a Deferral Account under the Plan or who is receiving or entitled to receive benefits under the Plan. The term Participant also refers to a Rollover Participant, except where expressly provided otherwise.

21.21 Pay-for-Results Short-Term Bonus Plan or "PfR" Plan refers to the Hewlett-Packard Company Pay-for-Results Short-Term Bonus Plan, as amended from time to time.

21.22 Payout Commencement Date means the date on which the payout to a Participant of amounts credited to his or her Deferral Account first commence.

21.23 Performance Measure shall have the same meaning as set forth in the PfR Plan.

21.24 Performance Period shall have the same meaning as set forth in the PfR Plan.

21.25 Plan means, unless preceded by (1) "EPfR" in which case the term refers to the EPfR Plan, (2) "PfR" in which case the term refers to the PfR Plan, (3) "CPB" or "Company Performance Bonus" in which case the term refers to the CPB Plan, or (4) "Rollover" in which case the term refers to a Rollover Plan, the Hewlett Packard Enterprise Grandfathered Executive Deferred Compensation Plan, as adopted effective November 1, 2015.

21.26 Retirement Date means (1) the date on which a Participant has completed at least 15 years of service, as defined in the Retirement Plan, and has attained age 55; or (2) the Termination Date of a Participant who participated in the Hewlett-Packard Company 2002 Enhanced Early Retirement Program and who terminated employment during the period June 14, 2002 through August 31, 2002. For purposes of Section 21.26(1) above, the Committee may, in its discretion, permit the years of service of a Rollover Participant to include the years of service with the employer for which a Rollover Participant worked immediately preceding employment with the Company.

21.27 Retirement Plan means the Hewlett-Packard Company Retirement Plan, as in effect on November 1, 2015.

21.28 Rollover Participant means an individual with a Deferral Account in the Plan transferred from a Rollover Plan in accordance with the provisions of Section 18. The term Rollover Participant may also refer to an individual who has previously been a Participant in the Plan, or an existing Participant at the time of transfer.

21.29 Rollover Plan means either –

21.29.1 The nonqualified deferred compensation plan of a business entity acquired by the Company through acquisition of a majority of the voting interest in, or substantially all of the assets of, such entity; or,

21.29.2 Any plan or program of the Company, or any employing business entity within the Hewlett-Packard Company consolidated group, including but not limited to the Hewlett-Packard Company Officers Early Retirement Plan, pursuant to the termination of which a Deferral Account is created or added to for a Participant or Rollover Participant.

21.30 Tax or Taxes means any federal, state, local, or any other governmental income tax, employment or payroll tax, excise tax, or any other tax or assessment owing with respect to amounts deferred, any Earnings thereon, and any payments made to Participants under the Plan.

21.31 Termination Date means the date on which the Participant ceases to be an employee of the Company.

21.32 Termination Year means the calendar year within which a Participant's Termination Date falls.

21.33 Plan Committee means the committee to which the Committee delegates certain authority to act on various compensation and benefit matters.

Section 22. Gender and Number; Severability. Except when otherwise indicated by the context, any masculine terminology when used in the Plan shall also include the feminine gender, and the definition of any term in the singular shall also include the plural. In the event any provision of the Plan shall be held invalid or illegal for any reason, any illegality or invalidity shall not affect the remaining parts of the Plan, but the Plan shall be construed and enforced as if the illegal or invalid provision had never been inserted, and the Company shall have the privilege and opportunity to correct and remedy such questions of illegality or invalidity by amendment as provided in the Plan.

Section 23. Execution.

IN WITNESS WHEREOF, the Company has caused this Plan to be duly executed by the undersigned this day of , 2015, effective November 1, 2015.

HEWLETT PACKARD ENTERPRISE COMPANY

By _____
[NAME]
[TITLE]

APPENDIX A – HP INC. SPIN-OFF

A.1 Background

The Company was a subsidiary of HP Inc. (“HP”) prior to November 1, 2015 (the “Effective Date”). On the Effective Date, pursuant to an agreement between the Company and HP, the liabilities for certain participants’ benefits under the Hewlett-Packard Company Executive Deferred Compensation Plan (the “HP Plan”) were transferred to the Company and to this Plan. The Participants whose benefits were transferred to this Plan on the Effective Date are referred to below as “HP Participants.” The rules in this Appendix shall apply notwithstanding any Plan provisions to the contrary.

A.2 Plan Benefits

HP Participants who qualified as eligible employees under the HP Plan on the Effective Date shall be Eligible Employees under this Plan on such date. All service and compensation that was taken into account for purposes of determining the amount of an HP Participant’s benefit or his vested right to a benefit under the HP Plan as of the Effective Date shall be taken into account for the same purposes under this Plan.

A.3 Distributions

The terms of this Plan shall govern the distribution of all benefits payable to an HP Participant or any other person with a right to receive such benefits, including amounts accrued under the HP Plan and then transferred to this Plan.

A.4 Termination

For avoidance of doubt, no HP Participant shall be treated as incurring a separation from service, termination of employment, retirement, or similar event for purposes of determining the right to a distribution, vesting, benefits, or any other purpose under the Plan as a result of HP’s distribution of Company shares to HP shareholders.

A.5 Participant Elections

All elections made by HP Participants under the HP Plan, including any deferral elections, payment elections, and beneficiary designations, shall apply to the same effect under this Plan as if made under the terms of this Plan.

A.6 References to Plan

All references in this Plan to the “Plan” as in effect before the Effective Date shall be read as references to the HP Plan.

A.7 Right to Benefits

With respect to any recordkeeping account established to determine a benefit provided or due under the HP Plan at any time, no benefit will be due under the Plan except with respect to the portion of such recordkeeping account reflecting the liability transferred from the HP Plan to the Plan on the Effective Date. Additionally, on and after the Effective Date, HP and the HP Plan, and any successors thereto shall have no further obligation or liability to any HP Participant with respect to any benefit, amount, or right due under the HP Plan.

ATTACHMENT B
PARTICIPATING AFFILIATES

HP Enterprise Services, LLC
NHIC Corp.
Wendover Financial Services Corporation
Safe Guard Services LLC
Hewlett Packard State and Local Enterprise Services, Inc.

Effective **April 1, 2017**

**DXC TECHNOLOGY COMPANY
DEFERRED COMPENSATION PLAN
AND SUMMARY PLAN DESCRIPTION
Effective as of April 1, 2017**

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**DXC TECHNOLOGY COMPANY
DEFERRED COMPENSATION PLAN**

Effective as of April 1, 2017

Computer Sciences Corporation, a Nevada corporation, by resolution of its Board of Directors dated August 14, 1995, adopted the Computer Sciences Corporation Deferred Compensation Plan (the "Plan"), which constituted a complete amendment and restatement of the Computer Sciences Corporation Nonqualified Deferred Compensation Plan (the "Predecessor Plan"), effective as of September 30, 1995, for the benefit of its Nonemployee Directors, as defined below, and certain of its Key Executives, as defined below.

The Plan was amended and restated effective as of February 2, 1998, as of August 13, 2001, as of December 9, 2002, as of August 11, 2003, as of January 1, 2005 (the "2005 Restatement"), as of October 28, 2007, and as of December 3, 2007 (the "2007 Restatement"). The Plan is hereby amended and restated effective as of December 31, 2012 (the "2012 Restatement").

The 2007 Restatement was intended to reflect the provisions of new Section 409A of the Code (as defined below) and the regulations and other Treasury Department guidance promulgated thereunder ("Section 409A"), and shall be interpreted accordingly. The 2007 Restatement applied to (A) "amounts deferred" (within the meaning of Section 409A) by Key Executives in taxable years beginning after December 31, 2004 and ending (i) in the case of calendar year deferrals, on December 31, 2012, or (ii) in the case of fiscal year deferrals, on March 31, 2013, and any earnings thereon and (B) amounts deferred by Nonemployee Directors in taxable years beginning both before and after December 31, 2004 and ending on December 31, 2012, and any earnings thereon (collectively, "2005-2012 Deferrals"). The provisions of the Plan in existence prior to the 2005 Restatement shall continue to govern "amounts deferred" (within the meaning of Section 409A) by Key Executives that were earned in taxable years beginning before January 1, 2005, and any earnings thereon (collectively, "Grandfathered Deferrals"). The 2012 Restatement adds Part C, which applies to "amounts deferred" (within the meaning of Section 409A) by Key Executives and Nonemployee Directors that were earned in taxable years beginning after December 31, 2012 (in the case of Key Executives, exclusive of amounts deferred on or about March 31, 2013 in accordance with a deferral election made prior to January 1, 2012), and any earnings credited under the Plan for periods on or after January 1, 2013 ("Post-2012 Deferrals").

As such, Part A of the Plan is applicable solely to Grandfathered Deferrals, Part B of the Plan is applicable solely to 2005-2012 Deferrals, and Part C of the Plan is applicable solely to Post-2012 Deferrals; provided, however, that earnings for periods on or after January 1, 2013 on Part A, Part B and Part C Account balances shall be determined under the 2012 Restatement. Post-2012 Deferrals and 2005-2012 Deferrals are intended to comply in all respects with Section 409A ("Section 409A Deferrals").

The Plan shall constitute two separate plans, one for the benefit of Nonemployee Directors (the "Nonemployee Director Plan") and one for the benefit of Key Executives (the "Key Executive Plan"). The Key Executive Plan is a nonqualified deferred compensation plan

which is unfunded and is maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees, within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA, as defined below. The Nonemployee Director Plan is not subject to ERISA. This document is also intended to constitute the Summary Plan Description for the Plan. For purposes of the Plan, the term “Key Executive” shall mean any Employee of the Company who is an officer or other key executive of the Company and who qualifies as a “highly compensated employee or management employee” within the meaning of Title I of ERISA, and the term “Nonemployee Director” shall mean a member of the Board who is not an Employee.

Effective April 1, 2017, the Plan was assumed by DXC Technology Company in connection with the merger of a subsidiary thereof with Computer Sciences Corporation, effective as of April 1. The Plan shall be referred to as the DXC Technology Company Deferred Compensation Plan as of that date.

PART A

Part A of the Plan is applicable and effective with respect to Grandfathered Deferrals.

ARTICLE I DEFINITIONS

Section 1.1 General

In addition to the terms defined in the preamble to the Plan, whenever the following terms are used in Part A of the Plan with the first letter capitalized, they shall have the meaning specified below unless the context clearly indicates to the contrary.

Section 1.2 Administrator

“Administrator” shall mean DXC Technology Company, acting through its Chief Executive Officer, except that if the Chief Executive Officer has appointed a Delegate under Section 7.4, the term “Administrator” shall mean the Delegate as to those duties, powers and responsibilities specifically conferred upon the Delegate.

Section 1.3 Board

“Board” shall mean the Board of Directors of DXC Technology Company. The Board may delegate any power or duty otherwise allocated to the Administrator to any other person or persons, including a Committee appointed under Section 7.4.

Section 1.4 Change in Control

“Change in Control” means, after September 30, 1995, (a) the acquisition by any person, entity or group (as defined in Section 13(d)3 of the Exchange Act), as beneficial owner, directly or indirectly, of securities of DXC Technology Company representing twenty percent (20%) or more of the combined voting power of the then outstanding securities of DXC Technology Company, (b) a change during any period of two (2) consecutive years of a majority of the Board as constituted as of the beginning of such period, unless the election of each director who was not a director at the beginning of such period was approved by vote of at least two-thirds of the directors then in office who were directors at the beginning of such period, (c) a sale of substantially all of the property and assets of DXC Technology Company, (d) a merger, consolidation, reorganization or other business combination to which DXC Technology Company is a party and the consummation of which results in the outstanding voting securities of DXC Technology Company being exchanged for or converted into cash, property and/or securities not issued by DXC Technology Company, (e) a merger, consolidation, reorganization or other business combination to which the Company is a party and the consummation of which does not result in the outstanding voting securities of the Company being exchanged for or converted into cash, property and/or securities not issued by the Company, provided that the outstanding voting securities of the Company immediately prior to such business combination (or, if applicable, the securities of the Company into which such voting securities are converted as a result of such business combination) represent less than 50% of the voting power of the Company immediately following such business combination, or (f) any other event constituting a change in control of DXC Technology Company for purposes of Schedule 14A of Regulation 14A under the Exchange Act.

Section 1.5 Chief Executive Officer

“Chief Executive Officer” shall mean the Chief Executive Officer of DXC Technology Company.

Section 1.6 Code

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, together with regulations thereunder.

Section 1.7 Committee

“Committee” shall mean the Committee, if any, appointed in accordance with Section 7.4.

Section 1.8 Company

“Company” shall mean DXC Technology Company and all of its affiliates, and any entity which is a successor in interest to DXC Technology Company and which continues Part A of the Plan under Section 8.3(a).

Section 1.9 Delegate

“Delegate” shall mean the Delegate, if any, appointed in accordance with Section 7.4.

Section 1.10 Eligible Key Executive

“Eligible Key Executive” shall mean any Key Executive who has been designated as eligible to participate in Part A of the Plan with respect to any Plan Year beginning before January 1, 2005 by the Chief Executive Officer.

Section 1.11 Employee

“Employee” shall mean any person who renders services to the Company in the status of an employee as that term is defined in Code Section 3121(d), including officers but not including directors who serve solely in that capacity.

Section 1.12 ERISA

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, together with regulations thereunder.

Section 1.13 Exchange Act

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended.

Section 1.14 Hardship

(a) "Hardship" of a Part A Participant, shall mean an unforeseeable emergency which constitutes a severe financial hardship resulting from any one or more of the following:

- (i) sudden and unexpected illness or accident of the Part A Participant or of a dependent (as defined in Code Section 152(a)) of the Part A Participant;
- (ii) loss of the Part A Participant's property due to casualty; or
- (iii) any other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the Part A Participant's control.

(b) Notwithstanding subsection(a) above, a financial need shall not constitute a Hardship unless it is for at least \$1,000.00 (or the entire principal amount of the Part A Participant's Part A Accounts, if less).

(c) Whether a Part A Participant has incurred a Hardship shall be determined by the Administrator in its discretion on the basis of all relevant facts and circumstances and in accordance with nondiscriminatory and objective standards, uniformly interpreted and consistently applied.

Section 1.15 Part A Account

"Part A Account" of a Part A Participant shall mean the Part A Participant's individual deferred compensation account established for his or her benefit under Article IV hereof.

Section 1.16 Part A Deferred Compensation

"Part A Deferred Compensation" of a Part A Participant shall mean the amounts deferred by such Part A Participant under Article III of the Plan.

Section 1.17 Part A Election Form

"Part A Election Form" shall mean the form of election provided by the Administrator to each Eligible Key Executive pursuant to Section 3.1 or Section 3.3.

Section 1.18 Part A Participant

"Part A Participant" shall mean each Key Executive who elects to participate in Part A of the Plan as provided in Article II and who defers Qualified Bonus or Qualified Salary under Part A of the Plan. Each of such persons shall continue to be a "Part A Participant" until they have received all benefits due under Part A of the Plan.

Section 1.19 Partial First Plan Year

"Partial First Plan Year" shall mean that portion of the first Plan Year of the Plan subject to its amendment and restatement effective as of September 30, 1995, which shall begin on September 30, 1995 and end on March 29, 1996.

Section 1.20 Payday

“Payday” of a Key Executive shall mean the regular and recurring established day for payment of Qualified Salary to such Key Executive.

Section 1.21 Plan Year

“Plan Year” shall mean the fiscal year of the Company.

Section 1.22 Qualified Bonus

“Qualified Bonus” of a Key Executive shall mean the Key Executive’s annual cash bonus which may be payable to the Key Executive under the DXC Technology Company Annual Incentive Plan or such other bonus or incentive compensation plan of the Company which may be designated from time to time by the Administrator.

Section 1.23 Qualified Salary

“Qualified Salary” of a Key Executive shall mean the Key Executive’s gross base salary which may be payable to the Key Executive on a Payday, including any portion thereof payable in the form of sick pay, vacation pay, pay in lieu of notice or jury pay, and determined before any exclusions, deductions or withholdings therefrom,

Section 1.24 Retirement

“Retirement” shall mean, with respect to a Key Executive, a Separation from Service of such Key Executive (a) on or after attainment of age sixty-two (62) or (b) prior to attainment of age sixty-two (62) if the Chief Executive Officer shall designate such Separation from Service as Retirement for purposes of Part A of the Plan.

Section 1.25 Section 401(a)(17) Limitation

“Section 401(a)(17) Limitation” with respect to a Key Executive’s Qualified Salary for a Payday shall mean the amount equal to:

- (a) the annual compensation limit under Code Section 401(a)(17) in effect for the calendar year in which such Payday occurs, divided by
- (b) the total number of Paydays in a year for which such Key Executive’s gross base salary would be payable to such Key Executive, based on the regular and recurring manner of payment for such Key Executive in effect on such Payday, as determined by the Administrator.

Section 1.26 Separation from Service

“Separation from Service” of a Key Executive shall mean the termination of his or her employment with the Company by reason of resignation, discharge, death or Retirement. A leave of absence or sick leave authorized by the Company in accordance with established

policies, a vacation period or a military leave shall not constitute a Separation from Service; provided, however, that failure to return to work upon expiration of any leave of absence, sick leave, military leave or vacation shall be considered a resignation effective as of the date of expiration of such leave of absence, sick leave, military leave or vacation.

ARTICLE II ELIGIBILITY

Section 2.1 Requirements for Participation

Any Eligible Key Executive shall be eligible to be a Part A Participant in the Plan.

Section 2.2 Deferral Election Procedure

For each Plan Year, the Administrator shall provide each Eligible Key Executive with a Part A Election Form on which such person may elect to defer his or her Qualified Bonus and Qualified Salary under Article III, but only to the extent such deferrals would qualify as Grandfathered Deferrals. Each such person who elects to defer Qualified Bonus or Qualified Salary under Article III shall complete and sign the Part A Election Form and return it to the Administrator.

Section 2.3 Content of Part A Election Form

Each Part A Participant who elects to defer Qualified Bonus or Qualified Salary under Part A of the Plan shall set forth on the Part A Election Form specified by the Administrator:

- (a) the amount of Qualified Bonus to be deferred under Article III and the Part A Participant's authorization to the Company to reduce his or her Qualified Bonus by the amount of the Part A Deferred Compensation,
- (b) in the case of a Part A Participant who is an Eligible Key Executive, the amount of Qualified Salary to be deferred under Article III and the Part A Participant's authorization to the Company to reduce his or her Qualified Salary by the amount of the Part A Deferred Compensation,
- (c) the length of time with respect to which the Part A Participant elects to defer the Part A Deferred Compensation,
- (d) the method under which the Part A Participant's Part A Deferred Compensation shall be payable, and
- (e) such other information, acknowledgements or agreements as may be required by the Administrator.

**ARTICLE III
PARTICIPANTS' DEFERRALS**

Section 3.1 Deferral of Qualified Bonus

(a) Each Eligible Key Executive may elect to defer into his or her Part A Account all or any portion of the Qualified Bonus which would otherwise be payable to him or her for any Plan Year in which he or she has not incurred a Separation from Service as of the first day of the Plan Year in question, but only to the extent such deferrals would qualify as Grandfathered Deferrals. Such election shall be made by the Eligible Key Executive by completing and delivering to the Administrator his or her Part A Election Form for such Plan Year no later than the last day of the next preceding Plan Year, except (i) with respect to the Partial First Plan Year, in which case such election shall be made not later than September 29, 1995, and (ii) with respect to a person who first becomes an Employee during a Plan Year, which person may make such election within 30 days after first becoming an Employee.

(b) Any such election made by a Part A Participant to defer Qualified Bonus shall be irrevocable and shall not be amendable by the Part A Participant, except:

(i) as set forth in Sections 6.2 and 6.3 hereof; or

(ii) in the event of a Hardship, a Part A Participant may terminate the Part A Participant's deferral election for the Plan Year in which the Hardship occurs with respect to all Qualified Bonus which has not yet been deferred.

Section 3.2 Deferral for Partial First Plan Year

For the Partial First Plan Year, Part A Participants may defer any or all of the Qualified Bonus which is earned by them after September 29, 1995 and before March 30, 1996.

Section 3.3 Deferral of Qualified Salary

(a) Each Eligible Key Executive may elect to defer into his or her Part A Account all or a portion of the Qualified Salary which would otherwise be payable to him or her for any Plan Year in which he or she has not incurred a Separation from Service as of the first day of the Plan Year in question, but only to the extent such deferrals would qualify as Grandfathered Deferrals. Such Eligible Key Executive may elect to defer his or her Qualified Salary for such Plan Year as follows:

(i) such Eligible Key Executive may elect to defer all or any portion of the amount by which his or her Qualified Salary exceeds the Section 401(a)(17) Limitation, or

(ii) such Eligible Key Executive may elect to defer all of the amount by which his or her Qualified Salary exceeds the greater of: (A) the dollar amount specified by such Eligible Key Executive under such election, or (B) the Section 401(a)(17) Limitation.

Such election shall be made by the Eligible Key Executive by completing and delivering to the Administrator his or her Part A Election Form for such Plan Year no later than the last day of the next preceding Plan Year. Notwithstanding the foregoing, with respect to the period commencing on August 13, 2001 and ending on March 29, 2002, an Eligible Key Executive may only elect to defer Qualified Salary under this Section 3.3 if the Administrator designates such Eligible Key Executive as eligible to make such deferrals. The Administrator shall determine the manner in which such Eligible Key Executive's deferral election shall be made for the period described in the preceding sentence, and an Eligible Key Executive's deferral election shall be made within 30 days of the designation of such Eligible Key Executive and shall only apply to Qualified Salary which would otherwise be payable after such deferral election is made.

(b) Any such election made by a Part A Participant to defer Qualified Salary shall be irrevocable and shall not be amendable by the Part A Participant, except:

(i) as set forth in Section 6.2 and 6.3; or

(ii) in the event of Hardship, a Part A Participant may terminate the Part A Participant's deferral election for the Plan Year in which the Hardship occurs with respect to all Qualified Salary which has not yet been deferred.

ARTICLE IV DEFERRED COMPENSATION ACCOUNTS

Section 4.1 Part A Deferred Compensation Accounts

The Administrator shall establish and maintain for each Part A Participant a Part A Account to which shall be credited the amounts allocated thereto under this Article IV and from which shall be debited the Part A Participant's distributions and withdrawals under Articles V and VI.

Section 4.2 Crediting of Part A Deferred Compensation

Each Part A Participant's Part A Account shall be credited with an amount which is equal to the amount of the Part A Participant's Qualified Bonus and Qualified Salary which such Part A Participant has elected to defer under Article III at the time such Qualified Bonus or Qualified Salary, whichever is applicable, would otherwise have been paid to the Part A Participant.

Section 4.3 Crediting of Earnings

(a) Beginning on January 1, 2013 and for all periods thereafter subject to amendment by the Board, earnings shall be credited to or charged against a Participant's Part A Account on each valuation date based on a rate equal to the aggregate rate of return on the notional investment options offered under the Plan and set forth in Appendix A hereof as selected by the Part A Participant. Such rate of return shall be calculated by the Administrator based on the individual actual rates of return of each underlying fund corresponding to the notional investment option. Earnings shall be credited or charged against a Participant's Part A Account during periods in which such Participant has an outstanding balance in such Account. The Administrator shall have the responsibility to calculate the rate of return for a notional

investment option for any given period based on the actual return of the corresponding investment fund, and such calculation shall be conclusive and binding on all interested parties. The Administrator shall solicit the initial notional investment election of Part A Participants with respect to one or more notional investment options in which the Part A Participant wishes to notionally invest their Part A Account. Part A Participants may be permitted to elect to change their initial notional investment election in accordance with rules established by the Administrator. The Administrator shall establish reasonable investment procedures with respect to the notional investment options offered by the Plan and Part A and Participants shall be required to comply with such procedures. Such procedures shall include adequate disclosure of the Plan rules regarding the provision of investment directions to the Administrator with respect to the Participant's notional investment election and the transfer of Account balances from one notional investment option to another. The Administrator shall designate one of the notional investment options as the default investment option in the event a Part A Participant fails to make an affirmative, timely and effective investment election.

(b) Beginning on March 29, 2003 and until December 31, 2012, for each Plan Year earnings shall be credited to each Part A Participant's Part A Account, at a rate equal to the 120-month rolling average yield to maturity of the index called the "Merrill Lynch U.S. Corporates, A Rated, 15+ Years Index" as of December 31 of the preceding Plan Year, compounded annually.

(c) Beginning on September 30, 1995 and until March 28, 2003, for each Plan Year earnings shall be credited to each Part A Participant's Part A Account, at a rate equal to 120% of the 120-month rolling average yield to maturity on 10-year United States Treasury Notes as of December 31 of the preceding Plan Year, compounded annually.

(d) Earnings shall be credited on such valuation dates as the Administrator shall determine.

Section 4.4 Applicability of Part A Account Values

The value of each Part A Participant's Part A Account as determined as of a given date under this Article, plus any amounts subsequently allocated thereto under this Article and less any amounts distributed or withdrawn under Articles V or VI shall remain the value thereof for all purposes of Part A of the Plan until the Part A Account is revalued hereunder.

Section 4.5 Vesting of Part A Deferred Compensation Accounts

Subject to the possible reductions provided for in Section 6.2 and 6.3 with respect to certain Part A Participant withdrawals, each Part A Participant's interest in his or her Part A Account shall be 100% vested and non-forfeitable at all times.

Section 4.6 Assignments, Etc. Prohibited

No part of any Part A Participant's Part A Account shall be liable for the debts, contracts or engagements of the Part A Participant, or the Part A Participant's beneficiaries or successors in interest, or be taken in execution by levy, attachment or garnishment or by any other legal or equitable proceeding, nor shall any such person have any rights to alienate, anticipate, commute, pledge, encumber or assign any benefits or payments hereunder in any manner whatsoever except to designate a beneficiary as provided in Section 5.3.

ARTICLE V
DISTRIBUTIONS OF DEFERRED COMPENSATION ACCOUNTS

Section 5.1 Distributions upon a Key Executive's Retirement

(a) The Part A Account of a Key Executive who incurs a Separation from Service upon his or her Retirement, other than on account of death, shall be paid to the Part A Participant as specified in any election made by the Part A Participant pursuant to Section 5.4 hereof. Any remaining balance of the Part A Participant's Part A Account shall be paid to the Part A Participant, as specified by the Part A Participant in an election made pursuant to this Section 5.1. Such election shall specify (i) whether payment shall be made in a lump-sum distribution and/or in approximately equal annual installments over 5, 10 or 15 years, and (ii) whether payment(s) shall commence on the first, second, third, fourth or fifth anniversary of the date of such Separation of Service, or shall commence within thirty (30) days following the date of such Separation from Service. A Part A Participant may elect to receive payment of a portion of the amount distributable under this Section 5.1 in a lump-sum distribution and the balance of the amount distributable under this Section 5.1 in approximately equal annual installments over 5, 10 or 15 years. A Part A Participant may elect a distribution pursuant to this Section 5.1 in such other forms, or payable upon such other commencement dates, as are specified by the Administrator; provided, however, that no such election shall provide for payments to be made more than 20 years after such Part A Participant's Separation from Service.

(b) At the time a Part A Participant first elects to defer Qualified Bonus or Qualified Salary under Part A of the Plan, he or she shall make an election pursuant to this Section 5.1. Such election shall remain in effect and shall apply to the Part A Participant's total Part A Account, as the same may increase or decrease from time to time. An election pursuant to this Section 5.1 may be superseded by a subsequent election, which subsequent election shall then apply to the Part A Participant's total Part A Account, as the same may increase or decrease from time to time. Notwithstanding the foregoing, no subsequent election pursuant to this Section 5.1 shall be effective unless it is made at least 13 months prior to the Part A Participant's Separation from Service.

Section 5.2 Distributions upon a Key Executive's Pre-Retirement Separation from Service

The Part A Account of a Key Executive who incurs a Separation from Service prior to his or her Retirement and other than on account of his or her death shall be paid to the Part A Participant in a lump-sum distribution within thirty (30) days following the date of such Separation from Service, notwithstanding any election to the contrary made by the Part A Participant pursuant to Section 5.4 hereof.

Section 5.3 Distributions upon a Part A Participant's Death

(a) Notwithstanding anything to the contrary in the Plan, the remaining balance of the Part A Account of a Part A Participant who dies (i) shall be paid to the persons and entities designated by the Part A Participant as his or her beneficiaries for such purpose and (ii) shall be

paid in the manner set forth in this Section 5.3. With respect to a Part A Participant who does not incur a Separation from Service prior to his or her death, such balance shall be paid, as specified by the Part A Participant in an election made pursuant to this Section 5.3. Such election shall specify whether payment shall be made (i) in a lump-sum distribution within thirty (30) days following the date of death or (ii) in accordance with the distribution election made pursuant to Section 5.1 hereof (in which case such Part A Participant's death shall be considered the date of such Part A Participant's Retirement for purposes of determining the date of commencement of distribution under such election). With respect to a Part A Participant who does incur a Separation from Service prior to his or her death, such balance shall be paid, as specified by the Part A Participant in an election made pursuant to this Section 5.3. Such election shall specify whether payment shall be made (1) in a lump-sum distribution within thirty (30) days following the date of death or (2) in accordance with the distribution election made pursuant to Section 5.1 hereof (with respect to the payments not yet made under such election).

(b) At the time a Part A Participant first elects to defer Qualified Bonus or Qualified Salary under Part A of the Plan, he or she shall make an election pursuant to this Section 5.3. Such election shall remain in effect and shall apply to the Part A Participant's total Part A Account, as the same may increase or decrease from time to time. An election pursuant to this Section 5.3 may be superseded by a subsequent election, which subsequent election shall then apply to the Part A Participant's total Part A Account, as the same may increase or decrease from time to time. Notwithstanding the foregoing, no subsequent election pursuant to this Section 5.3 shall be effective unless it is made at least 13 months prior to the Part A Participant's Separation from Service.

Section 5.4 Optional Distributions

(a) At the time a Part A Participant elects to defer Qualified Bonus or Qualified Salary for any Plan Year, he or she may also elect, pursuant to this Section 5.4, to receive a special, lump-sum distribution of any or all of the amount deferred for such Plan Year on a date specified by the Part A Participant in such election, which date must be at least 24 months after the date of such election. Any such special distribution shall be made within five (5) business days after the date therefor specified by the Part A Participant, unless the Part A Participant shall have died on or prior to such date, in which case no such special distribution shall be made.

(b) An election pursuant to this Section 5.4 may be superseded by one subsequent election; provided, however, that such subsequent election shall not be effective unless: (i) it is irrevocable; (ii) it is made at least 13 months prior to the Part A Participant's Separation from Service and at least 24 months prior to the date upon which the special distribution will be made; and (iii) the date of the special distribution specified in the subsequent election is earlier than the date specified in the initial election.

(c) Notwithstanding the foregoing, an election pursuant to this Section 5.4 with respect to the Partial First Plan Year may be superseded by two subsequent elections; provided, however, that: (i) the first such subsequent election shall not be effective unless it is made prior to March 30, 1996 and at least 13 months prior to the Part A Participant's Separation from Service and at least 24 months prior to the date upon which the special distribution will be made; and (ii) the second such subsequent election satisfies all the requirements set forth in paragraph (b)(i), (ii) and (iii) of this Section 5.4.

Section 5.5 Applicable Taxes

All distributions under Part A of the Plan shall be subject to withholding for all amounts which the Company is required to withhold under federal, state or local tax law.

ARTICLE VI WITHDRAWALS FROM DEFERRED COMPENSATION ACCOUNTS

Section 6.1 Hardship Distributions from Part A Accounts

By delivering a written election to such effect to the Administrator, at any time a Part A Participant may elect to take a distribution from the Part A Participant's Part A Account on account of the Part A Participant's Hardship, but only to the extent that the Hardship is not otherwise relievable:

- (a) through reimbursement or compensation by insurance or otherwise,
- (b) by liquidation of the Part A Participant's assets (to the extent that such liquidation does not itself cause a Hardship), or
- (c) by cessation of deferrals under the Plan.

Section 6.2 Elective Distributions after a Change in Control

At any time within three years after the occurrence of a Change in Control, any Part A Participant may elect to take a distribution of all or any part of such Part A Participant's Part A Account by delivering a written election to such effect to the Administrator, provided, however, that if such a Part A Participant makes such an election (i) the Part A Participant shall forfeit, and the Part A Participant's Part A Account shall be debited with, an amount equal to 5% of the amount of the distribution; (ii) the Part A Participant's deferral election for the Plan Year in which the distribution occurs shall be terminated with respect to any Qualified Bonus and Qualified Salary which has not yet been deferred; and (iii) the Part A Participant shall not be permitted to defer Qualified Bonus or keep Qualified Salary under Part A of the Plan for the two Plan Years immediately following the Plan Year of the distribution.

Section 6.3 Other Elective Distributions

At any time, a Part A Participant may elect to take a distribution of all or any part of the Part A Participant's Part A Account by delivering a written election to such effect to the Administrator, provided, however, that if a Part A Participant makes such an election, (i) the Part A Participant shall forfeit, and the Part A Participant's Part A Account shall be debited with, an amount equal to 10% of the amount of the distribution, (ii) the Part A Participant's deferral election for the Plan Year in which the distribution occurs shall be terminated with respect to any Qualified Bonus and Qualified Salary which has not yet been deferred and (iii) the Part A Participant shall not be permitted to defer Qualified Bonus and Qualified Salary under Part A of the Plan for the two Plan Years immediately following the year of the distribution.

Section 6.4 Payment of Withdrawals

All withdrawals under this Article VI shall be paid within fifteen (15) days after a valid election to withdraw is delivered to the Administrator, except that thirty (30) days shall apply to withdrawals under Section 6.1. The Administrator shall give prompt notice to the Part A Participant if an election is invalid and is therefore rejected, identifying the reason(s) for the invalidity. If the Administrator has not paid but has not affirmatively rejected an election within the applicable fifteen (15) or thirty (30) day deadline, then the election shall be deemed rejected, on the fifteenth (15th) day, or thirtieth (30th) day, as applicable. If a withdrawal election is rejected, the Part A Participant may bring a claim for benefits under Section 7.11.

Section 6.5 Effect of Withdrawals

If a Part A Participant receives a withdrawal under this Article VI after payments have commenced under Section 5.1, the remaining payments shall be recalculated, by reamortizing the remaining payments over the remaining term and applying the then-current rate used to credit earnings under Section 4.3.

Section 6.6 Applicable Taxes

All withdrawals under Part A of the Plan shall be subject to withholding for all amounts which the Company is required to withhold under federal, state or local tax law.

ARTICLE VII ADMINISTRATIVE PROVISIONS

Section 7.1 Administrator's Duties and Powers

The Administrator shall conduct the general administration of Part A of the Plan in accordance with Part A of the Plan and shall have all the necessary power, authority and discretion to carry out that function. Among its necessary powers and duties are the following:

- (a) To delegate all or part of its function as Administrator to others and to revoke any such delegation.
- (b) To determine questions of eligibility of Part A Participants and their entitlement to benefits, subject to the provisions of Section 7.11.

(c) To select and engage attorneys, accountants, actuaries, trustees, appraisers, brokers, consultants, administrators, physicians, or other persons to render service or advice with regard to any responsibility the Administrator or the Board has under Part A of the Plan, or otherwise, to designate such persons to carry out fiduciary responsibilities under Part A of the Plan, and (together with the Committee, the Company, the Board and the officers and Employees of the Company) to rely upon the advice, opinions or valuations of any such persons, to the extent permitted by law, being fully protected in acting or relying thereon in good faith.

(d) To interpret Part A of the Plan and any relevant facts for purpose of the administration and application of Part A of the Plan, in a manner not inconsistent with Part A of the Plan or applicable law and to amend or revoke any such interpretation.

(e) To conduct claims procedures as provided in Section 7.11.

Section 7.2 Limitations Upon Powers

The Plan shall be uniformly and consistently administered, interpreted and applied with regard to all Part A Participants in similar circumstances. The Plan shall be administered, interpreted and applied fairly and equitably and in accordance with the specified purposes of Part A of the Plan. Notwithstanding the foregoing, the distribution forms and commencement dates specified in Section 5.1(a) shall apply to such Part A Participants, and in such manner, as the Administrator determines in its sole discretion.

Section 7.3 Final Effect of Administrator Action

Except as provided in Section 7.11, all actions taken and all determinations made by the Administrator in good faith shall be final and binding upon all Part A Participants, the Company and any person interested in Part A of the Plan.

Section 7.4 Delegation by Administrator

(a) The Administrator may, but need not, appoint a delegate (the "Delegate") which may be a single individual or a Committee consisting of two or more members, to hold office during the pleasure of the Administrator. The Delegate shall have such powers and duties as are delegated to it by the Administrator. The Delegate and/or Committee members shall not receive payment for their services as such.

(b) Appointment of the Delegate and/or Committee members shall be effective upon filing of written acceptance of appointment with the Administrator.

(c) The Delegate and/or Committee member may resign at any time by delivering written notice to the Administrator.

(d) Vacancies in the Delegate and/or Committee shall be filled by the Administrator.

(e) If there is a Committee, the Committee shall act by a majority of its members in office; provided, however, that the Committee may appoint one of its members or a delegate to act on behalf of the Committee on matters arising in the ordinary course of administration of Part A of the Plan or on specific matters.

Section 7.5 Indemnification by the Company; Liability Insurance

The Company shall pay or reimburse any of the Company's officers, directors, Committee members or Employees who are fiduciaries with respect to Part A of the Plan for all expenses incurred by such persons in, and shall indemnify and hold them harmless from, all claims, liability and costs (including reasonable attorneys' fees) arising out of the good faith performance of their duties under Part A of the Plan. The Company may obtain and provide for any such person, at the Company's expense, liability insurance against liabilities imposed on such person by law.

Section 7.6 Recordkeeping

(a) The Administrator shall maintain suitable records of each Part A Participant's Part A Account which, among other things, shall show separately deferrals and the earnings credited thereon, as well as distributions and withdrawals therefrom and records of its deliberations and decisions.

(b) The Administrator shall appoint a secretary, and at its discretion, an assistant secretary, to keep the record of proceedings, to transmit its decisions, instructions, consents or directions to any interested party, to execute and file, on behalf of the Administrator, such documents, reports or other matters as may be necessary or appropriate under ERISA and to perform ministerial acts.

(c) The Administrator shall not be required to maintain any records or accounts which duplicate any records or accounts maintained by the Company.

Section 7.7 Statement to Part A Participants

By March 15 of each year, the Administrator shall furnish to each Part A Participant a statement setting forth the value of the Part A Participant's Part A Account as of the preceding December 31 and such other information as the Administrator shall deem advisable to furnish.

Section 7.8 Inspection of Records

Copies of the Plan and records of a Part A Participant's Part A Account shall be open to inspection by the Part A Participant or the Part A Participant's duly authorized representatives at the office of the Administrator at any reasonable business hour.

Section 7.9 Identification of Fiduciaries

The Administrator shall be the named fiduciary of Part A of the Plan and, as permitted or required by law, shall have exclusive authority and discretion to operate and administer Part A of the Plan.

Section 7.10 Procedure for Allocation of Fiduciary Responsibilities

(a) Fiduciary responsibilities under Part A of the Plan are allocated as follows:

(i) The sole duties, responsibilities and powers allocated to the Board, any Committee and any fiduciary shall be those expressly provided in the relevant Sections of Part A of the Plan.

(ii) All fiduciary duties, responsibilities, and powers not allocated to the Board, any Committee or any fiduciary, are hereby allocated to the Administrator, subject to delegation.

(b) Fiduciary duties, responsibilities and powers under Part A of the Plan may be reallocated among fiduciaries by amending Part A of the Plan in the manner prescribed in Section 8.6, followed by the fiduciaries' acceptance of, or operation under, such amended Plan.

Section 7.11 Claims Procedure

(a) Any Part A Participant or Beneficiary has the right to make a written claim for benefits under Part A of the Plan. If such a written claim is made, and the Administrator wholly or partially denies the claim, the Administrator shall provide the claimant with written notice of such denial, setting forth, in a manner calculated to be understood by the claimant:

(i) the specific reason or reasons for such denial;

(ii) specific reference to pertinent Plan provisions on which the denial is based;

(iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and

(iv) an explanation of the Plan's claims review procedure and time limits applicable to those procedures, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) if the claim is denied on appeal.

(b) The written notice of any claim denial pursuant to Section 7.11(a) shall be given not later than thirty (30) days after receipt of the claim by the Administrator, unless the Administrator determines that special circumstances require an extension of time for processing the claim, in which event:

(i) written notice of the extension shall be given by the Administrator to the claimant prior to thirty(30) days after receipt of the claim;

(ii) the extension shall not exceed a period of thirty (30) days from the end of the initial thirty (30) day period for giving notice of a claim denial; and

(iii) the extension notice shall indicate (A) the special circumstances requiring an extension of time and (B) the date by which the Administrator expects to render the benefit determination.

(c) The decision of the Administrator shall be final unless the claimant, within sixty (60) days after receipt of notice of the claims denial from the Administrator, submits a written request to the Board, or its delegate, for an appeal of the denial. During that sixty (60) day period, the claimant shall be provided, upon request and free of charge, reasonable access to , and copies of, all documents, records and other information relevant to the claim for benefits.

The claimant shall be provided the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits as part of the claimant's appeal. The claimant may act in these matters individually, or through his or her authorized representative.

(d) After receiving the written appeal, if the Board, or its delegate, shall issue a written decision notifying the claimant of its decision on review, not later than thirty (30) days after receipt of the written appeal, unless the Board or its delegate determines that special circumstances require an extension of time for reviewing the appeal, in which event:

- (i) written notice of the extension shall be given by the Board or its delegate prior to thirty (30) days after receipt of the written appeal;
- (ii) the extension shall not exceed a period of thirty (30) days from the end of the initial thirty (30) day review period;
- (iii) the extension notice shall indicate (A) the special circumstances requiring an extension of time and (B) the date by which the Board or its delegate expects to render the appeal decision.

The period of time within which a benefit determination on review is required to be made shall begin at the time an appeal is received by the Board or its delegate, without regard to whether all the information necessary to make a benefit determination on review accompanies the filing of the appeal. If the period of time for reviewing the appeal is extended as permitted above, due to a claimant's failure to submit information necessary to decide the claim on appeal, then the period for making the benefit determination on review shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

(e) In conducting the review on appeal, the Board or its delegate shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. If the Board or its delegate upholds the denial, the written notice of decision from the Board or its delegate shall set forth, in a manner calculated to be understood by the claimant:

- (i) the specific reason or reasons for the denial
- (ii) specific reference to pertinent Plan provisions on which the denial is based;
- (iii) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to , and copies of, all documents, records and other information relevant to the claim for benefits.
- (iv) A statement of the claimant's right to bring a civil action under ERISA 502(a).

(f) If the Plan or any of its representatives fail to follow any of the above claims procedures, the claimant shall be deemed to have duly exhausted the administrative remedies available under the plan and shall be entitled to pursue any available remedies under ERISA Section 502(a), including but not limited to the filing of an action for immediate declaratory relief regarding benefits due under the Plan.

Section 7.12 Conflicting Claims

If the Administrator is confronted with conflicting claims concerning a Part A Participant's Part A Account, the Administrator may interplead the claimants in an action at law, or in an arbitration conducted in accordance with the rules of the American Arbitration Association, as the Administrator shall elect in its sole discretion, and in either case, the attorneys' fees, expenses and costs reasonably incurred by the Administrator in such proceeding shall be paid from the Part A Participant's Part A Account.

Section 7.13 Service of Process

The Secretary of DXC Technology Company is hereby designated as agent of the Plan for the service of legal process.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 8.1 Termination of Part A of the Plan

(a) While the Plan is intended as a permanent program, the Board shall have the right at any time to declare Part A of the Plan terminated completely as to the Company or as to any group, division or other operational unit thereof or as to any affiliate thereof.

(b) Discharge or layoff of any Employees without such a declaration shall not result in a termination of the Plan.

(c) In the event of any termination, the Board, in its sole and absolute discretion may elect to:

(i) maintain Part A Participants' Part A Accounts, payment of which shall be made in accordance with Articles V and VI; or

(ii) liquidate the portion of Part A of the Plan attributable to each Part A Participant as to whom Part A of the Plan is terminated and distribute each such Part A Participant's Part A Account in a lump sum or pursuant to any method which is at least as rapid as the distribution method elected by the Part A Participant under Section 5.4.

Section 8.2 Limitation on Rights of Part A Participants

The Plan is strictly a voluntary undertaking on the part of the Company and shall not constitute a contract between the Company and any Employee, or consideration for, or an inducement or condition of, the employment of an Employee. Nothing contained in the Plan

shall give any Employee the right to be retained in the service of a Company or to interfere with or restrict the right of the Company, which is hereby expressly reserved, to discharge or retire any Employee, except as otherwise provided by a written employment agreement between the Company and the Employee, at any time without notice and with or without cause. Inclusion under the Plan will not give any Employee any right or claim to any benefit hereunder except to the extent such right has specifically become fixed under the terms of the Plan. The doctrine of substantial performance shall have no application to Employees, Part A Participants or any other persons entitled to payments under the Plan.

Section 8.3 Consolidation or Merger; Adoption of Plan by Other Companies

(a) In the event of the consolidation or merger of the Company with or into any other entity, or the sale by the Company of substantially all of its assets, the resulting successor may continue Part A of the Plan by adopting it in a resolution of its Board of Directors. If within 90 days from the effective date of such consolidation, merger or sale of assets, such successor corporation does not adopt Part A of the Plan, Part A of the Plan shall be terminated in accordance with Section 8.1.

(b) There shall be no merger or consolidation with, or transfer of the liabilities of Part A of the Plan to, any other plan unless each Part A Participant in Part A of the Plan would have, if the combined or successor plans were terminated immediately after the merger, consolidation, or transfer, an account which is equal to or greater than his or her corresponding Part A Account under Part A of the Plan had Part A of the Plan been terminated immediately before the merger, consolidation or transfer.

Section 8.4 Errors and Misstatements

In the event of any misstatement or omission of fact by a Part A Participant to the Administrator or any clerical error resulting in payment of benefits in an incorrect amount, the Administrator shall promptly cause the amount of future payments to be corrected upon discovery of the facts and shall cause the Company to pay the Part A Participant or any other person entitled to payment under Part A of the Plan any underpayment in cash in a lump sum, or to recoup any overpayment from future payments to the Part A Participant or any other person entitled to payment under Part A of the Plan in such amounts as the Administrator shall direct, or to proceed against the Part A Participant or any other person entitled to payment under Part A of the Plan for recovery of any such overpayment.

Section 8.5 Payment on Behalf of Minor, Etc.

In the event any amount becomes payable under Part A of the Plan to a minor or a person who, in the sole judgment of the Administrator, is considered by reason of physical or mental condition to be unable to give a valid receipt therefor, the Administrator may direct that such payment be made to any person found by the Administrator in its sole judgment, to have assumed the care of such minor or other person. Any payment made pursuant to such determination shall constitute a full release and discharge of the Company, the Board, the Administrator, the Committee and their officers, directors and employees.

Section 8.6 Amendment of Plan

The Plan may be wholly or partially amended by the Board from time to time, in its sole and absolute discretion, including prospective amendments which apply to amounts held in a Part A Participant's Part A Account as of the effective date of such amendment and including retroactive amendments necessary to conform to the provisions and requirements of ERISA or the Code; provided, however, that no amendment shall decrease the amount of any Part A Participant's Part A Account as of the effective date of such amendment. Notwithstanding the foregoing, Section 8.7 shall not be amended in any respect on or after a Change in Control and no amendment to this Plan shall reduce, limit or eliminate any rights of a Part A Participant to distributions pursuant to Article VI for deferrals for which elections under Article III occurred prior to the effective date of the amendment, without the Part A Participant's prior written consent, except for amendments necessary to conform to the provisions and requirements of ERISA or the Code.

Section 8.7 Funding

(a) Subject to Section 8.7(b), all benefits payable under Part A of the Plan will be paid from the general assets of the Company and no Part A Participant or beneficiary shall have any claim against any specific assets of the Company.

(b) Not later than the occurrence of a Change in Control, the Company shall cause to be transferred to a grantor trust described in Section 671 of the Code, assets equal in value to all accrued obligations under Part A of the Plan as of one day following a Change in Control, in respect of both active employees of the Company and retirees as of that date. Such trust by its terms shall, among other things, be irrevocable. The value of liabilities and assets transferred to the trust shall be determined by one or more nationally recognized firms qualified to provide actuarial services as described in Section 4 of the DXC Technology Company Severance Plan for Senior Management and Key Employees. The establishment and funding of such trust shall not affect the obligation of the Company to provide benefits payments under the terms of Part A of the Plan to the extent such benefits are not paid from the trust. Notwithstanding anything herein or in any trust agreement to the contrary, in no event shall (i) assets of the Company or any affiliate be set aside or reserved (directly or indirectly) in a trust or transferred to such a trust for purposes of paying deferred amounts and earnings thereon for an "applicable covered employee" (as defined in Section 409A(b)(3)(D)(i) of the Code) under Part A of the Plan during any "restricted period" (as defined in Section 409A(b)(3)(B) of the Code), or (ii) any assets of the Company, any affiliate or any trust described in this paragraph become restricted to the provision of benefits under Part A of the Plan in connection with a "restricted period" (as defined in Section 409A(b)(3)(B) of the Code); in each case, unless otherwise permitted under Section 409A(b)(3) of the Code without the imposition of the additional tax set forth in Section 409A(a)(1)(B) of the Code or any other taxes or penalties imposed under Section 409A. Solely for purposes of this section, the merger between Computer Sciences Corporation and a subsidiary of the Company on or about April 1, 2017 shall not constitute a Change in Control.

Section 8.8 Governing Law

The Plan shall be construed, administered and governed in all respects under and by the laws of the State of California, except to the extent such laws may be preempted by ERISA.

Section 8.9 Pronouns and Plurality

The masculine pronoun shall include the feminine pronoun, and the singular the plural where the context so indicates.

Section 8.10 Titles

Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of Part A of the Plan.

Section 8.11 References

Unless the context clearly indicates to the contrary, a reference to a statute, regulation or document shall be construed as referring to any subsequently enacted, adopted or executed statute, regulation or document.

PART B

Part B of the Plan is applicable and effective with respect to 2005 to 2012 Deferrals.

**ARTICLE IX
DEFINITIONS**

Section 9.1 General

In addition to the terms defined in the preamble to the Plan, whenever the following terms are used in Part B of the Plan with the first letter capitalized, they shall have the meaning specified below unless the context clearly indicates to the contrary.

Section 9.2 Administrator

“Administrator” shall mean DXC Technology Company, acting through its Chief Executive Officer, except that if the Chief Executive Officer has appointed a Delegate under Section 15.4, the term “Administrator” shall mean the Delegate as to those duties, powers and responsibilities specifically conferred upon the Delegate.

Section 9.3 Board

“Board” shall mean the Board of Directors of DXC Technology Company. The Board may delegate any power or duty otherwise allocated to the Administrator to any other person or persons, including a Committee appointed under Section 15.4.

Section 9.4 Change in Control

“Change in Control” shall mean the consummation of a “change in the ownership” of DXC Technology Company, a “change in effective control” of DXC Technology Company or a “change in the ownership of a substantial portion of the assets” of DXC Technology Company, in each case, as defined under Section 409A.

Section 9.5 Chief Executive Officer

“Chief Executive Officer” shall mean the Chief Executive Officer of DXC Technology Company.

Section 9.6 Code

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, together with regulations thereunder.

Section 9.7 Committee

“Committee” shall mean the Committee, if any, appointed in accordance with Section 15.4.

Section 9.8 Company

“Company” shall mean DXC Technology Company and all of its affiliates, and any entity which is a successor in interest to DXC Technology Company and which continues Part B of the Plan under Section 16.3(a).

Section 9.9 Delegate

“Delegate” shall mean the Delegate, if any, appointed in accordance with Section 15.4.

Section 9.10 Disability

“Disability” shall mean that a Part B Participant has become “disabled” as such term is defined under Section 409A.

Section 9.11 Eligible Key Executive

“Eligible Key Executive” shall mean any Key Executive who has been designated as eligible to participate in Part B of the Plan with respect to any Plan Year beginning after December 31, 2004 by the Chief Executive Officer.

Section 9.12 Employee

“Employee” shall mean any person who renders services to the Company in the status of an employee as that term is defined in Code Section 3121(d), including officers but not including directors who serve solely in that capacity.

Section 9.13 ERISA

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, together with regulations thereunder.

Section 9.14 Exchange Act

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended.

Section 9.15 Hardship

(a) “Hardship” of a Part B Participant, shall mean an unforeseeable emergency which constitutes a severe financial hardship of the Part B Participant or beneficiary resulting from an illness or accident of the Part B Participant or beneficiary, the Part B Participant’s or beneficiary’s spouse, or the Part B Participant’s or beneficiary’s “dependent” (as defined in Section 152(a) of the Code); loss of the Part B Participant’s or beneficiary’s property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by insurance, for example, not as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Part B Participant or beneficiary.

(b) Notwithstanding subsection (a) above, a financial need shall not constitute a Hardship unless it is for at least \$1,000.00 (or the entire principal amount of the Part B Participant's Part B Accounts, if less).

(c) Whether a Part B Participant has incurred a Hardship shall be determined by the Administrator in its discretion on the basis of all relevant facts and circumstances and in accordance with nondiscriminatory and objective standards, uniformly interpreted and consistently applied.

Section 9.16 Part B Account

"Part B Account" of a Part B Participant shall mean the Part B Participant's individual deferred compensation account established for his or her benefit under Article XII hereof.

Section 9.17 Part B Deferred Compensation

"Part B Deferred Compensation" of a Part B Participant shall mean the amounts deferred by such Part B Participant under Article XI of the Plan.

Section 9.18 Part B Distribution Election

"Part B Distribution Election" shall mean the election(s) made by a Part B Participant as to the timing and/or form of the distributions of his or her Part B Account pursuant to Article XIII of the Plan.

Section 9.19 Part B Election Form

"Part B Election Form" shall mean the form of election provided by the Administrator to each Eligible Key Executive and Nonemployee Director pursuant to Section 11.1 or Section 11.2.

Section 9.20 Part B Participant

"Part B Participant" shall mean each Key Executive and Nonemployee Director who elects to participate in Part B of the Plan as provided in Article X and who defers Qualified Bonus, Qualified Director Compensation or Qualified Salary under Part B of the Plan. Each of such persons shall continue to be a "Part B Participant" until they have received all benefits due under Part B of the Plan.

Section 9.21 Payday

"Payday" of a Key Executive shall mean the regular and recurring established day for payment of Qualified Salary to such Key Executive.

Section 9.22 Performance-Based Compensation

"Performance-Based Compensation" shall mean a Key Executive's Qualified Bonus to the extent that such Qualified Bonus (a) meets the requirements of "performance-based compensation" under Section 409A and (b) is based upon a performance period of at least twelve (12) months.

Section 9.23 Plan Year

“Plan Year” shall mean the fiscal year of the Company.

Section 9.24 Predecessor Plan

“Predecessor Plan” shall mean the Computer Sciences Corporation Nonqualified Deferred Compensation Plan as in effect and maintained by Computer Sciences Corporation for the benefit of its Nonemployee Directors prior to the amendment and restatement of the Plan effective as of September 30, 1995.

Section 9.25 Qualified Annual Bonus

“Qualified Annual Bonus” of a Key Executive shall mean the Key Executive’s annual cash bonus which may be payable to the Key Executive under the DXC Technology Company Annual Incentive Plan or such other bonus or incentive compensation plan of the Company which may be designated from time to time by the Administrator.

Section 9.26 Qualified Director Compensation

“Qualified Director Compensation” of a Nonemployee Director shall mean the retainer, consulting fees, committee fees and meeting fees which are payable to the Nonemployee Director by the Company.

Section 9.27 Qualified Quarterly Bonus

“Qualified Quarterly Bonus” of a Key Executive shall mean the Key Executive’s quarterly cash bonus which may be payable to the Key Executive under such bonus or incentive compensation plan(s) of the Company which may be designated from time to time by the Administrator.

Section 9.28 Qualified Salary

“Qualified Salary” of a Key Executive shall mean the Key Executive’s gross base salary which may be payable to the Key Executive on a Payday, including any portion thereof payable in the form of sick pay, vacation pay, pay in lieu of notice or jury pay, and determined before any exclusions, deductions or withholdings therefrom,

Section 9.29 Retirement

“Retirement” shall mean, with respect to a Key Executive, a Separation from Service of such Key Executive on or after attainment of age sixty-two (62).

Section 9.30 Section 401(a)(17) Limitation

“Section 401(a)(17) Limitation” with respect to a Key Executive’s Qualified Salary for a Payday shall mean the amount equal to:

(a) the annual compensation limit under Code Section 401(a)(17) in effect for the calendar year in which such Payday occurs, divided by

(b) the total number of Paydays in a year for which such Key Executive’s gross base salary would be payable to such Key Executive, based on the regular and recurring manner of payment for such Key Executive in effect on such Payday, as determined by the Administrator.

Section 9.31 Separation from Service

“Separation from Service” shall mean a “separation from service” as such term is defined under Section 409A.

Section 9.32 Specified Employee

“Specified Employee” shall mean any Plan B Participant who is identified as a “specified employee” of the Company (as such term is defined within the meaning of Section 409A) pursuant to a policy adopted by the Board in accordance with Section 409A.

**ARTICLE X
ELIGIBILITY**

Section 10.1 Requirements for Participation

Any Eligible Key Executive and any Nonemployee Director shall be eligible to be a Part B Participant in the Plan.

Section 10.2 Deferral Election Procedure

For each Plan Year, the Administrator shall provide each Eligible Key Executive with a Part B Election Form on which such person may elect to defer his or her Qualified Annual Bonus under Article XI, and each Eligible Key Executive and each Nonemployee Director with a Part B Election Form on which such person may elect to defer his or her Qualified Salary, Qualified Director Compensation and/or Qualified Quarterly Bonus under Article XI, but only to the extent such deferrals would qualify as Section 409A Deferrals. Each such person who elects to defer Qualified Annual Bonus, Qualified Director Compensation, Qualified Salary or Qualified Quarterly Bonus under Article XI shall complete and sign the Part B Election Form and return it to the Administrator.

Section 10.3 Content of Part B Election Form

Each Part B Participant who elects to defer Qualified Annual Bonus, Qualified Director Compensation, Qualified Salary or Qualified Quarterly Bonus under Part B of the Plan shall set forth on the Part B Election Form specified by the Administrator:

(a) the amount of Qualified Annual Bonus or Qualified Director Compensation to be deferred under Article XI and the Part B Participant's authorization to the Company to reduce his or her Qualified Annual Bonus or Qualified Director Compensation by the amount of the Part B Deferred Compensation,

(b) in the case of a Part B Participant who is an Eligible Key Executive, the amount of Qualified Salary and/or Qualified Quarterly Bonus to be deferred under Article XI and the Part B Participant's authorization to the Company to reduce his or her Qualified Salary and/or Qualified Quarterly Bonus by the amount of the Part B Deferred Compensation,

(c) the length of time with respect to which the Part B Participant elects to defer the Part B Deferred Compensation,

(d) the method under which the Part B Participant's Part B Deferred Compensation shall be payable, and

(e) such other information, acknowledgements or agreements as may be required by the Administrator.

ARTICLE XI PARTICIPANTS' DEFERRALS

Section 11.1 Deferral of Qualified Annual Bonus

(a) Each Eligible Key Executive may elect to defer into his or her Part B Account all or any portion of the Qualified Annual Bonus, which would otherwise be payable to him or her for any Plan Year in which he or she has not incurred a Separation from Service as of the first day of the Plan Year in question, but only to the extent such deferrals would qualify as Section 409A Deferrals; provided, however, that Eligible Key Executives whose Qualified Annual Bonus is subject to state and/or local taxation in jurisdictions designated by the Administrator may not elect to defer more than a specified percentage his or her Qualified Annual Bonus as determined by the Administrator and set forth in a Part B Election Form. Such election shall be made by the Eligible Key Executive by completing and delivering to the Administrator his or her Part B Election Form for such Plan Year no later than the last day of the next preceding Plan Year, except (i) with respect to Performance-Based Compensation, in which case such election shall be made not later than 6 months before the end of the applicable performance period (so long as such election is made before the Performance-Based Compensation becomes both substantially certain to be paid and readily ascertainable), and (ii) with respect to a person who first becomes an Employee during a Plan Year, which person may make such election within 30 days after first becoming an Employee and which election shall apply only to amounts paid for services to be performed after the date of such election.

(b) Any such election made by a Part B Participant to defer Qualified Annual Bonus shall be irrevocable and shall not be amendable by the Part B Participant, except in the event of a Hardship, a Part B Participant may terminate the Part B Participant's deferral election for the Plan Year in which the Hardship occurs with respect to all Qualified Annual Bonus which has not yet been deferred.

Section 11.2 Deferral of Qualified Salary, Qualified Director Compensation and Qualified Quarterly Bonus

(a) Each Eligible Key Executive and Nonemployee Director may elect to defer into his or her Part B Account all or a portion of the Qualified Salary and the Qualified Director Compensation, respectively, which would otherwise be payable to him or her for any calendar year in which he or she has not incurred a Separation from Service as of the first day of the calendar year in question, but only to the extent such deferrals would qualify as Section 409A Deferrals. Each Eligible Key Executive may elect to defer his or her Qualified Salary for such calendar year as follows:

(i) such Eligible Key Executive may elect to defer all or any portion of the amount by which his or her Qualified Salary exceeds the Section 401(a)(17) Limitation, or

(ii) such Eligible Key Executive may elect to defer all of the amount by which his or her Qualified Salary exceeds the greater of: (A) the dollar amount specified by such Eligible Key Executive under such election, or (B) the Section 401(a)(17) Limitation.

In addition, each Eligible Key Executive may elect to defer all or any portion of the Qualified Quarterly Bonus which would otherwise be payable to him or her for any calendar year beginning after December 31, 2004 in which he or she has not incurred a Separation from Service as of the first day of the calendar year in question; provided, however, that Eligible Key Executives whose Qualified Quarterly Bonus is subject to state and/or local taxation in jurisdictions designated by the Administrator may not elect to defer more than a specified percentage his or her Qualified Quarterly Bonus as determined by the Administrator and set forth in a Part B Election Form. Any election pursuant to this Section 11.2 shall be made by the Eligible Key Executive or Nonemployee Director by completing and delivering to the Administrator his or her Part B Election Form for such calendar year no later than the last day of the next preceding calendar year, except with respect to a person who first becomes an Employee or Nonemployee Director during a calendar year, which person may make such elections within 30 days after first becoming an Employee or Nonemployee Director, respectively, and which elections shall apply only to amounts of Qualified Quarterly Bonus and Qualified Director Compensation paid for services to be performed after the date of such election.

(b) Any such election made by a Part B Participant to defer Qualified Salary, Qualified Quarterly Bonuses or Qualified Director Compensation shall be irrevocable and shall not be amendable by the Part B Participant, except in the event of Hardship, a Part B Participant may terminate the Part B Participant's deferral election for the calendar year in which the Hardship occurs with respect to all Qualified Salary, Qualified Quarterly Bonuses and Qualified Director Compensation which have not yet been deferred.

ARTICLE XII
DEFERRED COMPENSATION ACCOUNTS

Section 12.1 Part B Deferred Compensation Accounts

The Administrator shall establish and maintain for each Part B Participant a Part B Account to which shall be credited the amounts allocated thereto under this Article XII and from which shall be debited the Part B Participant's distributions and withdrawals under Articles XIII and XIV.

Section 12.2 Crediting of Part B Deferred Compensation

Each Part B Participant's Part B Account shall be credited with an amount which is equal to the amount of the Part B Participant's Qualified Annual Bonus, Qualified Director Compensation, Qualified Salary and Qualified Quarterly Bonus which such Part B Participant has elected to defer under Article XI at the time such Qualified Annual Bonus, Qualified Director Compensation, Qualified Salary or Qualified Quarterly Bonus, whichever is applicable, would otherwise have been paid to the Part B Participant.

Section 12.3 Crediting of Earnings

(a) Beginning on January 1, 2013 and for all periods thereafter subject to amendment by the Board, earnings shall be credited to or charged against a Participant's Part B Account on each valuation date based on a rate equal to the aggregate rate of return on the notional investment options offered under the Plan and set forth in Appendix A hereof as selected by the Part B Participant. Such rate of return shall be calculated by the Administrator based on the individual actual rates of return of each underlying fund corresponding to the notional investment option. Earnings shall be credited or charged against a Participant's Part B Account during periods in which such Participant has an outstanding balance in such Account. The Administrator shall have the responsibility to calculate the rate of return for a notional investment option for any given period based on the actual return of the corresponding investment fund, and such calculation shall be conclusive and binding on all interested parties. The Administrator shall solicit the initial notional investment election of Part B Participants with respect to one or more notional investment options in which the Part B Participant wishes to notionally invest their Part B Account. Part B Participants may be permitted to elect to change their initial notional investment election in accordance with rules established by the Administrator. The Administrator shall establish reasonable investment procedures with respect to the notional investment options offered by the Plan and Part B and Participants shall be required to comply with such procedures. Such procedures shall include adequate disclosure of the Plan rules regarding the provision of investment directions to the Administrator with respect to the Participant's notional investment election and the transfer of Account balances from one notional investment option to another. The Administrator shall designate one of the notional investment options as the default investment option in the event a Part B Participant fails to make an affirmative, timely and effective investment election.

(b) Beginning on March 29, 2003 and until December 31, 2012, for each Plan Year earnings shall be credited to each Part B Participant's Part B Account (including the Part B Accounts of Nonemployee Directors under the Predecessor Plan), at a rate equal to the 120-month rolling average yield to maturity of the index called the "Merrill Lynch U.S. Corporates, A Rated, 15+ Years Index" as of December 31 of the preceding Plan Year, compounded annually.

(c) Beginning on September 30, 1995 and until March 28, 2003, for each Plan Year earnings shall be credited to the Part B Accounts of Nonemployee Directors under the Predecessor Plan, at a rate equal to 120% of the 120-month rolling average yield to maturity on 10-year United States Treasury Notes as of December 31 of the preceding Plan Year, compounded annually.

(d) Earnings shall be credited on such valuation dates as the Administrator shall determine.

Section 12.4 Applicability of Part B Account Values

The value of each Part B Participant's Part B Account as determined as of a given date under this Article, plus any amounts subsequently allocated thereto under this Article and less any amounts distributed or withdrawn under Articles XIII or XIV shall remain the value thereof for all purposes of Part B of the Plan until the Part B Account is revalued hereunder.

Section 12.5 Vesting of Part B Deferred Compensation Accounts

Each Part B Participant's interest in his or her Part B Account shall be 100% vested and non-forfeitable at all times.

Section 12.6 Assignments, Etc. Prohibited

No part of any Part B Participant's Part B Account shall be liable for the debts, contracts or engagements of the Part B Participant, or the Part B Participant's beneficiaries or successors in interest, or be taken in execution by levy, attachment or garnishment or by any other legal or equitable proceeding, nor shall any such person have any rights to alienate, anticipate, commute, pledge, encumber or assign any benefits or payments hereunder in any manner whatsoever except to designate a beneficiary as provided in Section 13.3.

ARTICLE XIII DISTRIBUTIONS OF DEFERRED COMPENSATION ACCOUNTS

Section 13.1 Distributions upon a Key Executive's Retirement and a Nonemployee Director's Separation from Service

(a) Subject to Sections 13.7 and 13.8, the Part B Account of a Key Executive who incurs a Separation from Service upon his or her Retirement, and the Part B Account of a Nonemployee Director who incurs a Separation from Service, in each case other than on account of death or Disability, shall be paid to the Part B Participant as specified by the Part B Participant in a Part B Distribution Election made pursuant to Section 13.6 hereof. Any remaining balance of the Part B Participant's Part B Account shall be paid to the Part B Participant, as specified by the Part B Participant in a Part B Distribution Election made pursuant to this Section 13.1. Such

Part B Distribution Election shall specify (i) whether payment shall be made in a lump-sum distribution or in approximately equal annual installments over a period of 1 to 15 years, and (ii) whether payment(s) shall commence on the first, second, third, fourth or fifth anniversary of the date of such Separation of Service, or shall commence, subject to Section 13.7, within thirty (30) days following the date of such Separation from Service. A Part B Participant may elect a distribution pursuant to this Section 13.1 in such other forms, or payable upon such other commencement dates, as are specified by the Administrator; provided, however, that no Part B Distribution Election shall provide for payments to be made more than 20 years after such Part B Participant's Separation from Service.

(b) At the time a Part B Participant elects to defer Qualified Annual Bonus under Part B of the Plan for a specific Plan Year, he or she shall make a Part B Distribution Election pursuant to this Section 13.1 with respect to such deferrals. At the time a Part B Participant elects to defer Qualified Salary or Qualified Director Compensation under Part B of the Plan for a specific calendar year, he or she shall make a Part B Distribution Election pursuant to this Section 13.1 with respect to such deferrals. At the time a Part B Participant elects to defer Qualified Quarterly Bonuses under Part B of the Plan for a specific calendar year, he or she shall make a Part B Distribution Election pursuant to this Section 13.1 with respect to such deferrals. All such Part B Distribution Elections shall remain in effect and shall apply only to that portion of the Part B Participant's Part B Account that relates to Qualified Annual Bonus, Qualified Salary, Qualified Director Compensation or Qualified Quarterly Bonuses deferred during such Plan Year or calendar year, as applicable, as the same may increase from time to time. Notwithstanding any other provision of this Part B to the contrary, all deferrals of Qualified Director Compensation with respect to years prior to calendar year 2005, as they may increase from time to time, shall be accounted for as if they were all deferred hereunder in a single calendar year (and shall not be combined with any amounts deferred in 2005 or any other calendar year), and a separate Part B Distribution Election (as it may be modified pursuant to this Section 13.1 or otherwise pursuant to this Article XIII) shall apply with respect to such amounts. A Part B Distribution Election pursuant to this Section 13.1 for Qualified Annual Bonus deferrals for a specific Plan Year or for Qualified Salary, Qualified Director Compensation and Qualified Quarterly Bonus deferrals for a specific calendar year may be superseded by a subsequent election, which subsequent election shall then apply to that portion of the Part B Participant's Part B Account that relates to deferrals for such Plan Year or calendar year, as applicable, as the same may increase from time to time. Notwithstanding the foregoing, no subsequent election pursuant to this Section 13.1 shall be effective unless (i) it is made at least twelve (12) months prior to the Part B Participant's Separation from Service, (ii) such election does not become effective until twelve (12) months after its submission and (iii) such election provides for the deferral of the date of commencement of distributions for a minimum of five (5) additional years. For purposes of the 5-year re-deferral limitation set forth in the preceding sentence, distributions that are to be paid in installments (as opposed to in a lump sum) shall be treated as a single payment payable on the date the installments are due to commence.

Section 13.2 Distributions upon a Key Executive's Pre-Retirement Separation from Service

Subject to Sections 13.7 and 13.8, the Part B Account of a Key Executive who incurs a Separation from Service prior to his or her Retirement and other than on account of his or her death or Disability shall be paid to the Part B Participant in a lump-sum distribution within thirty (30) days following the date of such Separation from Service, notwithstanding any Part B Distribution Election pursuant to Section 13.1 to the contrary made by the Part B Participant.

Section 13.3 Distributions upon a Part B Participant's Death

(a) The remaining balance of the Part B Account of a Part B Participant who dies (i) shall be paid to the persons and entities designated by the Part B Participant as his or her beneficiaries for such purpose and (ii) shall be paid in the manner set forth in this Section 13.3. Subject to Section 13.8, with respect to a Part B Participant who does not incur a Separation from Service prior to his or her death, such balance shall be paid as specified by the Part B Participant in a Part B Distribution Election made pursuant to this Section 13.3, or, if no such election is made, pursuant to Section 13.1 or Section 13.2, as applicable. Any such Part B Distribution Election made pursuant to this Section 13.3 shall specify (i) whether payment shall be made in a lump-sum distribution or in approximately equal annual installments over a period of 1 to 15 years, and (ii) whether payment(s) shall commence on the first, second, third, fourth or fifth anniversary of the date of death, or shall commence within thirty (30) days following the date of death. Subject to Section 13.8, with respect to a Part B Participant who does incur a Separation from Service prior to his or her death, upon such Part B Participant's death the remaining balance of the Part B Participant's Part B Account shall be paid as specified by the Part B Participant in a Part B Distribution Election made pursuant to this Section 13.3, or, if no such election is made, pursuant to Section 13.1 or Section 13.2, as applicable. Any such Part B Distribution Election made pursuant to this Section 13.3 shall specify (1) whether payment shall be made in a lump-sum distribution or in approximately equal annual installments over a period of 1 to 15 years, and (2) whether payments shall commence on the first, second, third, fourth or fifth anniversary of the date of death, or shall commence within thirty (30) days following the date of death.

(b) At the time a Part B Participant elects to defer Qualified Annual Bonus under Part B of the Plan for a specific Plan Year, he or she shall make a Part B Distribution Election pursuant to this Section 13.3 with respect to such deferrals. At the time a Part B Participant elects to defer Qualified Salary or Qualified Director Compensation under Part B of the Plan for a specific calendar year, he or she shall make a Part B Distribution Election pursuant to this Section 13.3 with respect to such deferrals. At the time a Part B Participant elects to defer Qualified Quarterly Bonuses under Part B of the Plan for a specific calendar year, he or she shall make a Part B Distribution Election pursuant to this Section 13.3 with respect to such deferrals. All such Part B Distribution Elections shall remain in effect and shall apply only to that portion of the Part B Participant's Part B Account that relates to Qualified Annual Bonus, Qualified Salary, Qualified Director Compensation or Qualified Quarterly Bonuses deferred during such Plan Year or calendar year, as applicable, as the same may increase from time to time. A Part B Distribution Election pursuant to this Section 13.3 for Qualified Annual Bonus deferrals for a specific Plan Year or for Qualified Salary, Qualified Director Compensation and Qualified Quarterly Bonus deferrals for a specific calendar year may be superseded by a subsequent election, which subsequent election shall then apply to that portion of the Part B Participant's Part B Account that relates to deferrals for such Plan Year or calendar year, as applicable, as the same may increase from time to time. Notwithstanding the foregoing, no subsequent election pursuant to this Section 13.3 shall be effective unless (i) it is made at least twelve (12) months prior to the Part B Participant's death, (ii) such election does not become effective until twelve

(12) months after its submission and (iii) such election provides for the deferral of the date of commencement of distributions for a minimum of five (5) additional years. For purposes of the 5-year re-deferral limitation set forth in the preceding sentence, distributions that are to be paid in installments (as opposed to in a lump sum) shall be treated as a single payment payable on the date the installments are due to commence.

Section 13.4 Distributions upon a Part B Participant's Disability

(a) The remaining balance of the Part B Account of a Part B Participant who becomes Disabled shall be paid in the manner set forth in this Section 13.4. Subject to Section 13.8, with respect to a Part B Participant who does not incur a Separation from Service prior to his or her Disability, such balance shall be paid, as specified by the Part B Participant in a Part B Distribution Election made pursuant to this Section 13.4, or, if no such election is made, pursuant to Section 13.1 or Section 13.2, as applicable. Any such Part B Distribution Election made pursuant to this Section 13.4 shall specify (i) whether payment shall be made in a lump-sum distribution or in approximately equal annual installments over a period of 1 to 15 years, and (ii) whether payment(s) shall commence on the first, second, third, fourth or fifth anniversary of the date of Disability, or shall commence within thirty (30) days following the date of Disability. Subject to Section 13.8, with respect to a Part B Participant who does incur a Separation from Service prior to his or her Disability, upon such Part B Participant's Disability the remaining balance of the Part B Participant's Part B Account shall be paid as specified by the Part B Participant in a Part B Distribution Election made pursuant to this Section 13.4, or, if no such election is made, pursuant to Section 13.1 or Section 13.2, as applicable. Any such Part B Distribution Election made pursuant to this Section 13.4 shall specify (1) whether payment shall be made in a lump-sum distribution or in approximately equal annual installments over a period of 1 to 15 years, and (2) whether payment(s) shall commence on the first, second, third, fourth or fifth anniversary of the date of Disability, or shall commence within thirty (30) days following the date of Disability.

(b) At the time a Part B Participant elects to defer Qualified Annual Bonus under Part B of the Plan for a specific Plan Year, he or she shall make a Part B Distribution Election pursuant to this Section 13.4 with respect to such deferrals. At the time a Part B Participant elects to defer Qualified Salary or Qualified Director Compensation under Part B of the Plan for a specific calendar year, he or she shall make a Part B Distribution Election pursuant to this Section 13.4 with respect to such deferrals. At the time a Part B Participant elects to defer Qualified Quarterly Bonuses under Part B of the Plan for a specific calendar year, he or she shall make a Part B Distribution Election pursuant to this Section 13.4 with respect to such deferrals. All such Part B Distribution Elections shall remain in effect and shall apply only to that portion of the Part B Participant's Part B Account that relates to Qualified Annual Bonus, Qualified Salary, Qualified Director Compensation or Qualified Quarterly Bonuses deferred during such Plan Year or calendar year, as applicable, as the same may increase from time to time. A Part B Distribution Election pursuant to this Section 13.4 for Qualified Annual Bonus deferrals for a specific Plan Year or for Qualified Salary, Qualified Director Compensation and Qualified Quarterly Bonus deferrals for a specific calendar year may be superseded by a subsequent election, which subsequent election shall then apply to that portion of the Part B Participant's Part B Account that relates to deferrals for such Plan Year or calendar year, as applicable, as the same may increase from time to time. Notwithstanding the foregoing, no subsequent election

pursuant to this Section 13.4 shall be effective unless (i) it is made at least twelve (12) months prior to the Part B Participant's Disability, (ii) such election does not become effective until twelve (12) months after its submission and (iii) such election provides for the deferral of the date of commencement of distributions for a minimum of five (5) additional years. For purposes of the 5-year re-deferral limitation set forth in the preceding sentence, distributions that are to be paid in installments (as opposed to in a lump sum) shall be treated as a single payment payable on the date the installments are due to commence.

Section 13.5 Distributions upon a Change in Control

At the time a Part B Participant (i) elects to defer Qualified Annual Bonus under Part B of the Plan for a specific Plan Year, (ii) elects to defer Qualified Salary or Qualified Director Compensation under Part B of the Plan for a specific calendar year and (iii) elects to defer Qualified Quarterly Bonuses under Part B of the Plan for a specific calendar year, he or she shall have the opportunity to make a Part B Distribution Election pursuant to this Section 13.5 with respect to such deferrals such that, subject to Section 13.8, the remaining balance of that portion of the Part B Account of the Part B Participant at the time of a Change in Control shall be paid in the manner set forth in this Section 13.5 (whether or not such Change in Control occurs prior to or following the Part B Participant's Separation from Service for any reason). Such Part B Distribution Election shall specify (i) whether payment shall be made in a lump-sum distribution or in approximately equal annual installments over a period of 1 to 3 years, and (ii) whether payment(s) shall commence on the first anniversary of the date of the Change in Control, or shall commence within thirty (30) days following the date of the Change in Control. Each such Part B Distribution Election shall be irrevocable and shall apply only to that portion of the Part B Participant's Part B Account that relates to Qualified Annual Bonus, Qualified Salary, Qualified Director Compensation or Qualified Quarterly Bonuses deferred during such Plan Year or calendar year, as applicable, as the same may increase from time to time.

Section 13.6 Optional Distributions

(a) At the time a Part B Participant (i) elects to defer Qualified Annual Bonus under Part B of the Plan for a specific Plan Year, (ii) elects to defer Qualified Salary or Qualified Director Compensation under Part B of the Plan for a specific calendar year and (iii) elects to defer Qualified Quarterly Bonuses under Part B of the Plan for a specific calendar year, he or she may also elect with respect to such deferrals, pursuant to this Section 13.6, to receive, subject to Section 13.8, a special, lump-sum distribution of any or all of such deferrals on a date specified by the Part B Participant in a Part B Distribution Election, which date must be at least 24 months after the date of such election. Any such special distribution shall be made within five (5) business days after the date therefor specified by the Part B Participant.

(b) An election pursuant to this Section 13.6 may be superseded by a subsequent election; provided, however, that such subsequent election shall not be effective unless: (i) it is made at least twelve (12) months prior to the date upon which the special distribution would have otherwise been made; (ii) the subsequent election is not effective until twelve (12) months after its submission; and (iii) the date of the special distribution specified in the subsequent election is at least five (5) years later than the date specified in the initial election.

Section 13.7 Required Delay in Payments to Certain Part B Participants

Notwithstanding anything herein to the contrary: no distributions to a Specified Employee under Part B of the Plan that are to be made as a result of the Specified Employee's Separation from Service for any reason other than death or Disability shall be made or commence prior to the date that is the earlier of six months after the date of Separation from Service or the date of the Specified Employee's death, or such shorter period that, in the opinion of such counsel, is sufficient to avoid the imposition of the additional tax under Section 409A(a)(1)(B) or any other taxes or penalties imposed under Section 409A (the "Section 409A Taxes"); provided that any distributions that otherwise would have been payable during such six-month (or shorter) period shall continue to accrue earnings under Article XII and shall be distributed (together with any earnings thereon) in lump sum on the first day following the expiration of such six-month (or shorter) period.

Section 13.8 Ordering of Distribution Elections

In the event that a portion of a Part B Participant's Part B Account becomes payable under two or more Part B Distribution Elections made pursuant to Sections 13.1 through 13.6, the Part B Distribution Election that would result in the complete distribution of that portion of the Part B Participant's Part B Account on the earliest date shall control. For purposes of this Section 13.8, the payment of distributions pursuant to Section 13.2 following a Separation from Service other than by reason of death or Disability prior to Retirement shall be considered a Part B Distribution Election to receive such amounts in the manner specified in Section 13.2.

By way of example, assume that a Part B Participant elects with respect to deferrals of Qualified Salary for the calendar year 2005 to receive distributions of that portion of the Part B Participant's Part B Account (i) pursuant to Section 13.1 in equal annual installments over 15 years commencing on the first anniversary of his or her Separation from Service upon Retirement and (ii) pursuant to Section 13.5 in lump sum within 5 days following a Change in Control. Assume further that the Part B Participant incurs a Separation from Service due to Retirement on July 1, 2007 and that a Change in Control subsequently occurs on February 17, 2010. On July 1, 2008, the Part B Participant would commence receipt of distributions with respect to his or her Qualified Salary deferrals from the calendar year 2005 (increased by any earnings thereon), installments of which would be paid on July 1, 2008 and July 1, 2009, then, within 5 days of February 17, 2010, the Part B Participant would receive a lump sum distribution of the remaining portion of his or her Part B Account that relates to deferrals of Qualified Salary during the calendar year 2005 (together with any earnings thereon).

Section 13.9 Timing of Distribution Elections for Certain Section 409A Deferrals

Notwithstanding anything herein to the contrary, each Part B Participant who has not previously made a Change of Control Distribution Election pursuant to Section 13.5 may make such a distribution election with respect to Section 409A Deferrals pursuant to this Article XIII (and shall have the ability to replace such election with subsequent elections without the imposition of any of the limitations on subsequent elections set forth in this Article XIII) at any time prior to December 31, 2007; provided, however, that no such Change of Control Distribution Election made in the calendar year 2007 may change payment elections with respect to payments that the Part B Participant would otherwise receive in the calendar year 2007, or to accelerate payments into calendar year 2007 that would not have otherwise been made in 2007.

Section 13.10 Applicable Taxes

All distributions under Part B of the Plan shall be subject to withholding for all amounts which the Company is required to withhold under federal, state or local tax law.

**ARTICLE XIV
WITHDRAWALS FROM DEFERRED COMPENSATION ACCOUNTS**

Section 14.1 Hardship Distributions from Part B Accounts

(a) By delivering a written election to such effect to the Administrator, at any time a Part B Participant may elect to take a distribution from the Part B Participant's Part B Account on account of the Part B Participant's Hardship, but only to the extent that the Hardship is not otherwise relievable:

- (i) through reimbursement or compensation by insurance or otherwise,
- (ii) by liquidation of the Participant's assets (to the extent that such liquidation does not itself cause a Hardship), or
- (iii) cessation of deferrals under the Plan.

(b) The amount of the hardship withdrawal pursuant to this Section 14.1 shall not exceed the amount reasonably necessary to satisfy the emergency need (which may include amounts necessary to pay any Federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution).

Section 14.2 Withdrawals to Pay Employment Taxes

The Administrator shall automatically make a distribution from a Part B Participant's Part B Account as and to the extent necessary, as determined by the Administrator, to pay (a) the Federal Insurance Contributions Act (FICA) tax imposed on the Part B Participant in respect of Section 409A Deferrals under Sections 3101, 3121(a) and 3121(v)(2) of the Code, as applicable, and/or (b) any income tax withholding imposed on the Part B Participant in respect of Section 409A Deferrals under federal, state or local tax law as a result of the payment of the FICA tax; provided, in each case, that such distribution does not exceed the aggregate amount of the FICA tax and such income tax withholding.

Section 14.3 Withdrawals Upon Amounts Becoming Subject to Section 409A

The Administrator shall automatically make a distribution from a Part B Participant's Part B Account at any time the Administrator determines, upon the advice of counsel, that all or a portion of Part B of this Plan fails to meet the requirements of Section 409A; provided that any distribution pursuant to this Section 14.3 does not exceed the amount required to be included in income as a result of the failure to comply with the requirements of Section 409A.

Section 14.4 Payment of Withdrawals

All withdrawals under this Article XIV shall be paid within thirty (30) days after either (i) a valid election to withdraw pursuant to Section 14.1 is delivered to the Administrator or (ii) the Administrator makes a determination to permit the withdrawal under Sections 14.2 or 14.3. The Administrator shall give prompt notice to the Part B Participant if an election under Section 14.1 is invalid and is therefore rejected, identifying the reason(s) for the invalidity. If the Administrator has not paid but has not affirmatively rejected an election within the applicable thirty (30) day deadline, then the election shall be deemed rejected, on the thirtieth (30th) day, as applicable. If a withdrawal election is rejected, the Part B Participant may bring a claim for benefits under Section 15.11.

Section 14.5 Effect of Withdrawals

If a Part B Participant receives a withdrawal under this Article XIV after payments have commenced under Article XIII, the remaining payments shall be recalculated, by reamortizing the remaining payments over the remaining term and applying the then-current rate used to credit earnings under Section 12.3.

Section 14.6 Applicable Taxes

All withdrawals under Part B of the Plan shall be subject to withholding for all amounts which the Company is required to withhold under federal, state or local tax law.

ARTICLE XV ADMINISTRATIVE PROVISIONS

Section 15.1 Administrator's Duties and Powers

The Administrator shall conduct the general administration of Part B of the Plan in accordance with Part B of the Plan and shall have all the necessary power, authority and discretion to carry out that function. Among its necessary powers and duties are the following:

(a) To delegate all or part of its function as Administrator to others and to revoke any such delegation.

(b) To determine questions of eligibility of Part B Participants and their entitlement to benefits, subject to the provisions of Section 15.11.

(c) To select and engage attorneys, accountants, actuaries, trustees, appraisers, brokers, consultants, administrators, physicians, or other persons to render service or advice with regard to any responsibility the Administrator or the Board has under Part B of the Plan, or otherwise, to designate such persons to carry out fiduciary responsibilities under Part B of the Plan, and (together with the Committee, the Company, the Board and the officers and Employees of the Company) to rely upon the advice, opinions or valuations of any such persons, to the extent permitted by law, being fully protected in acting or relying thereon in good faith.

(d) To interpret Part B of the Plan and any relevant facts for purpose of the administration and application of Part B of the Plan, in a manner not inconsistent with Part B of the Plan or applicable law and to amend or revoke any such interpretation.

(e) To conduct claims procedures as provided in Section 15.11.

Section 15.2 Limitations Upon Powers

The Plan shall be uniformly and consistently administered, interpreted and applied with regard to all Part B Participants in similar circumstances. The Plan shall be administered, interpreted and applied fairly and equitably and in accordance with the specified purposes of Part B of the Plan. Notwithstanding the foregoing, the distribution forms and commencement dates specified in Section 13.1(a) shall apply to such Part B Participants, and in such manner, as the Administrator determines in its sole discretion.

Section 15.3 Final Effect of Administrator Action

Except as provided in Section 15.11, all actions taken and all determinations made by the Administrator in good faith shall be final and binding upon all Part B Participants, the Company and any person interested in Part B of the Plan.

Section 15.4 Delegation by Administrator

(a) The Administrator may, but need not, appoint a delegate (the "Delegate") which may be a single individual or a Committee consisting of two or more members, to hold office during the pleasure of the Administrator. The Delegate shall have such powers and duties as are delegated to it by the Administrator. The Delegate and/or Committee members shall not receive payment for their services as such.

(b) Appointment of the Delegate and/or Committee members shall be effective upon filing of written acceptance of appointment with the Administrator.

(c) The Delegate and/or Committee member may resign at any time by delivering written notice to the Administrator.

(d) Vacancies in the Delegate and/or Committee shall be filled by the Administrator.

(e) If there is a Committee, the Committee shall act by a majority of its members in office; provided, however, that the Committee may appoint one of its members or a delegate to act on behalf of the Committee on matters arising in the ordinary course of administration of Part B of the Plan or on specific matters.

Section 15.5 Indemnification by the Company: Liability Insurance

The Company shall pay or reimburse any of the Company's officers, directors, Committee members or Employees who are fiduciaries with respect to Part B of the Plan for all expenses incurred by such persons in, and shall indemnify and hold them harmless from, all claims, liability and costs (including reasonable attorneys' fees) arising out of the good faith performance of their duties under Part B of the Plan. The Company may obtain and provide for any such person, at the Company's expense, liability insurance against liabilities imposed on such person by law.

Section 15.6 Recordkeeping

(a) The Administrator shall maintain suitable records of each Part B Participant's Part B Account which, among other things, shall show separately deferrals and the earnings credited thereon, as well as distributions and withdrawals therefrom and records of its deliberations and decisions.

(b) The Administrator shall appoint a secretary, and at its discretion, an assistant secretary, to keep the record of proceedings, to transmit its decisions, instructions, consents or directions to any interested party, to execute and file, on behalf of the Administrator, such documents, reports or other matters as may be necessary or appropriate under ERISA and to perform ministerial acts.

(c) The Administrator shall not be required to maintain any records or accounts which duplicate any records or accounts maintained by the Company.

Section 15.7 Statement to Part B Participants

By March 15 of each year, the Administrator shall furnish to each Part B Participant a statement setting forth the value of the Part B Participant's Part B Account as of the preceding December 31 and such other information as the Administrator shall deem advisable to furnish.

Section 15.8 Inspection of Records

Copies of the Plan and records of a Part B Participant's Part B Account shall be open to inspection by the Part B Participant or the Part B Participant's duly authorized representatives at the office of the Administrator at any reasonable business hour.

Section 15.9 Identification of Fiduciaries

The Administrator shall be the named fiduciary of Part B of the Plan and, as permitted or required by law, shall have exclusive authority and discretion to operate and administer Part B of the Plan.

Section 15.10 Procedure for Allocation of Fiduciary Responsibilities

(a) Fiduciary responsibilities under Part B of the Plan are allocated as follows:

(i) The sole duties, responsibilities and powers allocated to the Board, any Committee and any fiduciary shall be those expressly provided in the relevant Sections of Part B of the Plan.

(ii) All fiduciary duties, responsibilities, and powers not allocated to the Board, any Committee or any fiduciary, are hereby allocated to the Administrator, subject to delegation.

(b) Fiduciary duties, responsibilities and powers under Part B of the Plan may be reallocated among fiduciaries by amending the Plan in the manner prescribed in Section 16.6, followed by the fiduciaries' acceptance of, or operation under, such amended Plan.

Section 15.11 Claims Procedure

(a) Any Part B Participant or Beneficiary has the right to make a written claim for benefits under Part B of the Plan. If such a written claim is made, and the Administrator wholly or partially denies the claim, the Administrator shall provide the claimant with written notice of such denial, setting forth, in a manner calculated to be understood by the claimant:

(i) the specific reason or reasons for such denial;

(ii) specific reference to pertinent Plan provisions on which the denial is based;

(iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and

(iv) an explanation of the Plan's claims review procedure and time limits applicable to those procedures, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) if the claim is denied on appeal.

(b) The written notice of any claim denial pursuant to Section 15.11(a) shall be given not later than thirty (30) days after receipt of the claim by the Administrator, unless the Administrator determines that special circumstances require an extension of time for processing the claim, in which event:

(i) written notice of the extension shall be given by the Administrator to the claimant prior to thirty(30) days after receipt of the claim;

(ii) the extension shall not exceed a period of thirty (30) days from the end of the initial thirty (30) day period for giving notice of a claim denial; and

(iii) the extension notice shall indicate (A) the special circumstances requiring an extension of time and (B) the date by which the Administrator expects to render the benefit determination.

(c) The decision of the Administrator shall be final unless the claimant, within sixty (60) days after receipt of notice of the claims denial from the Administrator, submits a written request to the Board, or its delegate, for an appeal of the denial. During that sixty (60) day period, the claimant shall be provided, upon request and free of charge, reasonable access to , and copies of, all documents, records and other information relevant to the claim for benefits.

The claimant shall be provided the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits as part of the claimant's appeal. The claimant may act in these matters individually, or through his or her authorized representative.

(d) After receiving the written appeal, if the Board, or its delegate, shall issue a written decision notifying the claimant of its decision on review, not later than thirty (30) days after receipt of the written appeal, unless the Board or its delegate determines that special circumstances require an extension of time for reviewing the appeal, in which event:

- (i) written notice of the extension shall be given by the Board or its delegate prior to thirty (30) days after receipt of the written appeal;
- (ii) the extension shall not exceed a period of thirty (30) days from the end of the initial thirty (30) day review period;
- (iii) the extension notice shall indicate (A) the special circumstances requiring an extension of time and (B) the date by which the Board or its delegate expects to render the appeal decision.

The period of time within which a benefit determination on review is required to be made shall begin at the time an appeal is received by the Board or its delegate, without regard to whether all the information necessary to make a benefit determination on review accompanies the filing of the appeal. If the period of time for reviewing the appeal is extended as permitted above, due to a claimant's failure to submit information necessary to decide the claim on appeal, then the period for making the benefit determination on review shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

(e) In conducting the review on appeal, the Board or its delegate shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. If the Board or its delegate upholds the denial, the written notice of decision from the Board or its delegate shall set forth, in a manner calculated to be understood by the claimant:

- (i) the specific reason or reasons for the denial
- (ii) specific reference to pertinent Plan provisions on which the denial is based;
- (iii) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to , and copies of, all documents, records and other information relevant to the claim for benefits.
- (iv) A statement of the claimant's right to bring a civil action under ERISA 502(a).

(f) If the Plan or any of its representatives fail to follow any of the above claims procedures, the claimant shall be deemed to have duly exhausted the administrative remedies available under the plan and shall be entitled to pursue any available remedies under ERISA Section 502(a), including but not limited to the filing of an action for immediate declaratory relief regarding benefits due under the Plan.

Section 15.12 Conflicting Claims

If the Administrator is confronted with conflicting claims concerning a Part B Participant's Part B Account, the Administrator may interplead the claimants in an action at law, or in an arbitration conducted in accordance with the rules of the American Arbitration Association, as the Administrator shall elect in its sole discretion, and in either case, the attorneys' fees, expenses and costs reasonably incurred by the Administrator in such proceeding shall be paid from the Part B Participant's Part B Account.

Section 15.13 Service of Process

The Secretary of DXC Technology Company is hereby designated as agent of the Plan for the service of legal process.

ARTICLE XVI MISCELLANEOUS PROVISIONS

Section 16.1 Termination of Part B of the Plan

(a) While Part B of the Plan is intended as a permanent program, the Board shall have the right at any time to declare Part B of the Plan terminated completely as to the Company or as to any group, division or other operational unit thereof or as to any affiliate thereof.

(b) Discharge or layoff of any Employees without such a declaration shall not result in a termination of Part B of the Plan.

(c) Subject to Section 16.1(d), in the event of any termination, the Board, in its sole and absolute discretion may elect to:

(i) maintain Part B Participants' Part B Accounts, payment of which shall be made in accordance with Articles XIII and XIV; or

(ii) to the extent permissible under Section 409A without the imposition of the Section 409A Taxes, liquidate all of Part B of the Plan and distribute each Part B Participant's Part B Account in a lump sum or in installments; provided that all such distributions (i) commence no earlier than the date that is twelve (12) months following the date of such termination (or such earlier date permitted under Section 409A without the imposition of the Section 409A Taxes) and (ii) are completed by the date that is twenty-four (24) months following the date of such termination (or such later date permitted under Section 409A without the imposition of the Section 409A Taxes).

(d) Notwithstanding anything herein to the contrary, to the extent permitted under Section 409A without the imposition of the Section 409A Taxes, the Board (including the board of directors of any successor to the Company) shall have the right at any time within the period beginning thirty (30) days prior to a Change in Control and ending twelve (12) months following a Change in Control, to completely terminate Part B of this Plan. In the event of a Plan termination pursuant to this Section 16.1(d), the Administrator shall liquidate all of Part B of this Plan and distribute each Part B Participant's Part B Account in a lump sum or in installments; provided that all such distributions are completed by the date that is thirty (30) days following the date of such termination.

Section 16.2 Limitation on Rights of Part B Participants

The Plan is strictly a voluntary undertaking on the part of the Company and shall not constitute a contract between the Company and any Employee or any Nonemployee Director, or consideration for, or an inducement or condition of, the employment of an Employee or service of a Nonemployee Director. Nothing contained in Part B of the Plan shall give any Employee or Nonemployee Director the right to be retained in the service of a Company or to interfere with or restrict the right of the Company, which is hereby expressly reserved, to discharge or retire any Employee or Nonemployee Director, except as otherwise provided by a written employment agreement between the Company and the Employee or Nonemployee Director, at any time without notice and with or without cause. Inclusion under Part B of the Plan will not give any Employee or Nonemployee Director any right or claim to any benefit hereunder except to the extent such right has specifically become fixed under the terms of Part B of the Plan. The doctrine of substantial performance shall have no application to Employees, Nonemployee Directors, Part B Participants or any other persons entitled to payments under Part B of the Plan.

Section 16.3 Consolidation or Merger; Adoption of Plan by Other Companies

(a) In the event of the consolidation or merger of the Company with or into any other entity, or the sale by the Company of substantially all of its assets, the resulting successor may continue Part B of the Plan by adopting it in a resolution of its Board of Directors. If within 90 days from the effective date of such consolidation, merger or sale of assets, such successor corporation does not adopt Part B of the Plan, Part B of the Plan shall be terminated in accordance with Section 16.1.

(b) There shall be no merger or consolidation with, or transfer of the liabilities of Part B of the Plan to, any other plan unless each Part B Participant in Part B of the Plan would have, if the combined or successor plans were terminated immediately after the merger, consolidation, or transfer, an account which is equal to or greater than his or her corresponding Part B Account under Part B of the Plan had Part B of the Plan been terminated immediately before the merger, consolidation or transfer.

Section 16.4 Errors and Misstatements

In the event of any misstatement or omission of fact by a Part B Participant to the Administrator or any clerical error resulting in payment of benefits in an incorrect amount, the Administrator shall promptly cause the amount of future payments to be corrected upon

discovery of the facts and shall cause the Company to pay the Part B Participant or any other person entitled to payment under Part B of the Plan any underpayment in cash in a lump sum, or to recoup any overpayment from future payments to the Part B Participant or any other person entitled to payment under Part B of the Plan in such amounts as the Administrator shall direct, or to proceed against the Part B Participant or any other person entitled to payment under Part B of the Plan for recovery of any such overpayment.

Section 16.5 Payment on Behalf of Minor, Etc.

In the event any amount becomes payable under Part B of the Plan to a minor or a person who, in the sole judgment of the Administrator, is considered by reason of physical or mental condition to be unable to give a valid receipt therefor, the Administrator may direct that such payment be made to any person found by the Administrator in its sole judgment, to have assumed the care of such minor or other person. Any payment made pursuant to such determination shall constitute a full release and discharge of the Company, the Board, the Administrator, the Committee and their officers, directors and employees.

Section 16.6 Amendment of Plan

The Plan may be wholly or partially amended by the Board from time to time, in its sole and absolute discretion, including prospective amendments which apply to amounts held in a Part B Participant's Part B Account as of the effective date of such amendment and including retroactive amendments necessary to conform to the provisions and requirements of ERISA or the Code; provided, however, that no amendment shall decrease the amount of any Part B Participant's Part B Account as of the effective date of such amendment. Notwithstanding the foregoing, Section 16.7 shall not be amended in any respect on or after a Change in Control and no amendment to this Plan shall reduce, limit or eliminate any rights of a Part B Participant to distributions pursuant to Article XIV for deferrals for which elections under Article XI occurred prior to the effective date of the amendment, without the Part B Participant's prior written consent, except for amendments necessary to conform to the provisions and requirements of ERISA or the Code.

Section 16.7 Funding

(a) Subject to Section 16.7(b), all benefits payable under Part B of the Plan will be paid from the general assets of the Company and no Part B Participant or beneficiary shall have any claim against any specific assets of the Company.

(b) Not later than the occurrence of a Change in Control, the Company shall cause to be transferred to a grantor trust described in Section 671 of the Code, assets equal in value to all accrued obligations under Part B of the Plan as of one day following a Change in Control, in respect of both active employees of the Company and retirees as of that date. Such trust by its terms shall, among other things, be irrevocable. The value of liabilities and assets transferred to the trust shall be determined by one or more nationally recognized firms qualified to provide actuarial services as described in Section 4 of the DXC Technology Company Severance Plan for Senior Management and Key Employees. The establishment and funding of such trust shall not affect the obligation of the Company to provide benefits payments under the terms of Part B of

the Plan to the extent such benefits are not paid from the trust. Notwithstanding anything herein or in any trust agreement to the contrary, in no event shall (i) assets of the Company or any affiliate be set aside or reserved (directly or indirectly) in a trust or transferred to such a trust for purposes of paying deferred amounts and earnings thereon for an “applicable covered employee” (as defined in Section 409A(b)(3)(D)(i) of the Code) under Part B of the Plan during any “restricted period” (as defined in Section 409A(b)(3)(B) of the Code), or (ii) any assets of the Company, any affiliate or any trust described in this paragraph become restricted to the provision of benefits under Part B of the Plan in connection with a “restricted period” (as defined in Section 409A(b)(3)(B) of the Code); in each case, unless otherwise permitted under Section 409A(b)(3) of the Code without the imposition of any Section 409A Taxes. Solely for purposes of this section, the merger between Computer Sciences Corporation and a subsidiary of the Company on or about April 1, 2017 shall not constitute a Change in Control.

Section 16.8 Governing Law

The Plan shall be construed, administered and governed in all respects under and by the laws of the State of California, except to the extent such laws may be preempted by ERISA.

Section 16.9 Pronouns and Plurality

The masculine pronoun shall include the feminine pronoun, and the singular the plural where the context so indicates.

Section 16.10 Titles

Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of Part B of the Plan.

Section 16.11 References

Unless the context clearly indicates to the contrary, a reference to a statute, regulation or document shall be construed as referring to any subsequently enacted, adopted or executed statute, regulation or document.

PART C

Part C of the Plan is applicable and effective with respect to Post-2012 Deferrals.

ARTICLE XVII DEFINITIONS

Section 17.1 General

Defined terms in the preamble to the Plan and in Article IX (Part B) of the Plan shall apply for purposes of this Part C whenever such defined terms appear in this Part C, except that all references to "Part B" in such defined terms appearing in Part B shall be understood to mean Part C when any such term is used in this Part C of the Plan. In addition, whenever the following defined terms are used in Part C of the Plan, they shall have the meaning specified unless the context clearly indicates to the contrary. The Administrative Provisions (Article XV) and Miscellaneous Provisions (Article XVI) of Part B shall apply to Part C after substituting the term "Part C" for any references in such Articles to "Part B" and after making appropriate adjustments to any section references.

Section 17.2 Annual Enrollment Cycle

Effective for the Annual Enrollment Cycle occurring in 2016, "Annual Enrollment Cycle" shall mean the period (unless a different time is specified by the Administrator) occurring in or about November in which Part C Participants may submit deferral elections for Compensation to be earned in Deferral Periods commencing on or after the following January 1. Effective for Annual Enrollment Cycles occurring in 2017 or later, "Annual Enrollment Cycle" shall mean the period (unless a different time is specified by the Administrator) occurring in or about September of each year in which Part C Participants may submit deferral elections for Qualified Salary, Qualified Quarterly Bonuses and Qualified Nonemployee Director Compensation to be earned in Deferral Periods commencing on or after the following January 1 and for Qualified Annual Bonuses that qualify as Performance Based-Compensation to be earned in the Deferral Period in which such Annual Enrollment Cycle occurs.

Section 17.3 Compensation

"Compensation" shall mean the Participant's Qualified Annual Bonus, Qualified Director Compensation, Qualified Quarterly Bonus, and Qualified Salary. For purposes of Part C of this Plan only, Compensation shall be calculated before reduction for any amounts deferred by the Participant pursuant to the Company's tax qualified plans which may be maintained under Section 401(k) or Section 125 of the Code, or pursuant to this Plan or any other non-qualified plan which permits the voluntary deferral of compensation.

Section 17.4 Deferral Period

"Deferral Period" shall mean the period of time during which a Participant is deemed to have earned Compensation which has been deferred under Part C. For purposes of this Part C, the Deferral Period for Qualified Salary and Qualified Nonemployee Compensation will be the calendar year; the Deferral Period for Qualified Annual Bonus will be either the calendar year or

the fiscal year of the Company depending on the nature and terms of the particular plan under which the amounts are to be earned and paid; and the Deferral Period for Qualified Quarterly Bonus will be either the calendar year or the fiscal year of the Company depending on the nature and terms of the particular plan under which the amounts are to be earned and paid.

Section 17.5 Earnings

“Earnings” shall mean the hypothetical amount credited to or charged against a Participant’s Part C Account(s) on each valuation date, which shall be based on a rate equal to the aggregate rate of return on the notional investment options offered under the Plan and set forth in Appendix A hereof as selected by the Part C Participant. Such rate of return shall be calculated by the Administrator based on the individual actual rates of return of each underlying fund corresponding to the notional investment option. Earnings shall be credited or charged against a Participant’s Part C Account(s) during periods in which such Participant has an outstanding balance in such Account(s). The Administrator shall have the responsibility to calculate the rate of return for a notional investment option for any given period based on the actual return of the corresponding investment fund, and such calculation shall be conclusive and binding on all interested parties. The Administrator shall solicit the initial notional investment election of Part C Participants with respect to one or more notional investment options in which the Part C Participant wishes to notionally invest their Part C Account(s). Part C Participants may be permitted to elect to change their initial notional investment election in accordance with rules established by the Administrator. The Administrator shall establish reasonable investment procedures with respect to the notional investment options offered by the Plan and Part C and Participants shall be required to comply with such procedures. Such procedures shall include adequate disclosure of the Plan rules regarding the provision of investment directions to the Administrator with respect to the Participant’s notional investment election and the transfer of Account balances from one notional investment option to another. The Administrator shall designate one of the notional investment options as the default investment option in the event a Part C Participant fails to make an affirmative, timely and effective investment election.

Section 17.6 Eligible Key Executive

“Eligible Key Executive” shall mean, with respect to any period beginning after December 31, 2013, any Key Executive who is an active U.S. Employee in Layers 1 through 6 with an annual base salary of at least \$150,000. In addition, the term “Eligible Key Executive” shall include any active U.S. Employee who previously participated in the Plan and had a Part A Account, Part B Account or Part C Account with an account balance greater than \$0 on October 31, 2013. Notwithstanding anything to the contrary, the term “Eligible Key Executive” shall not include an Employee of the Company who was an Employee of Hewlett Packard Enterprises or Everett SpinCo, Inc. immediately prior to the merger of Computer Sciences Corporation with a subsidiary of the Company on or about April 1, 2017.

Section 17.7 Off-Cycle Enrollment Cycle

Effective starting in 2017, “Off-Cycle Enrollment Cycle” shall mean the period (unless a different time is specified by the Administrator) occurring in or about June of each year in which Eligible Key Executives who have become newly eligible since the end of the previous Annual Enrollment Cycle as described in Section 18.1(b) may submit a mid-year election to defer Qualified Salary to be earned during the remainder of such calendar year.

Section 17.8 Part C Account

“Part C Account” of a Part C Participant shall mean a deferred compensation account established for his or her benefit under Article XX hereof. Unless clearly indicated otherwise, any reference to “Account” or “Accounts” in this Part C shall refer to a Part C Account only. The Accounts available for each Participant shall be identified as:

- a) Retirement Account(s) — each Participant may maintain up to two (2) Retirement Accounts based on selecting different forms of payment as selected under Article XXI, below; and,
- b) In-Service Account(s) — each Participant may maintain up to three (3) In-Service Accounts based on selecting different times and/or forms of payment as selected under Article XXI, below.

Section 17.9 Part C Deferred Compensation

“Part C Deferred Compensation” of a Part C Participant shall mean the amounts deferred by such Part C Participant under Article XIX of the Plan. Unless clearly indicated otherwise, any reference to “Deferred Compensation” or “deferral of Compensation” in this Part C shall refer to a Part C Deferred Compensation only.

Section 17.10 Part C Distribution Election

“Part C Distribution Election” shall mean the election(s) made by a Part C Participant as to the timing and/or form of the distributions of any Part C Account. Unless clearly indicated otherwise, any reference to “Distribution Election” in this Part C shall refer to a Part C Distribution Election only.

Section 17.11 Part C Election Form

“Part C Election Form” shall mean the form of election provided by the Administrator to each Eligible Key Executive and Nonemployee Director pursuant to Section 19.1. Unless clearly indicated otherwise, any reference to “Election Form” in this Part C shall refer to a Part C Election Form only.

Section 17.12 Part C Participant

“Part C Participant” shall mean each Eligible Key Executive and Nonemployee Director who elects to participate in Part C of the Plan as provided in Article XVIII and who defers a portion of their Compensation under Part C of the Plan. Each of such persons shall continue to be a “Part C Participant” until they have received all benefits due under Part C of the Plan. Unless clearly indicated otherwise, any reference to “Participant” in this Part C shall refer to a Part C Participant only.

ARTICLE XVIII
ELIGIBILITY

Section 18.1 Requirements for Participation

(a) General. Any Eligible Key Executive and any Nonemployee Director shall be eligible to be a Part C Participant in the Plan.

(b) Initial Eligibility Date for Certain Newly Eligible Participants. A person who first meets the requirements to be an Eligible Key Executive after the end of the most recent Annual Enrollment Cycle and before the start of the next Off-Cycle Enrollment Cycle shall become eligible to be a Part C Participant as of the start of the next Off-Cycle Enrollment Cycle. A Nonemployee Director shall become eligible to be a Part C Participant as of the date he or she is elected or appointed to the Board.

Section 18.2 Deferral Election Procedure

For each Deferral Period, the Administrator shall provide each Eligible Key Executive and Nonemployee Director with a Part C Election Form on which such person may elect to defer his or her Compensation, but only to the extent such deferrals would qualify as Section 409A Deferrals. Each such person who elects to defer Compensation under Article XIX shall complete and sign the Part C Election Form and return it to the Administrator.

Section 18.3 Content of Part C Election Form

Each Part C Participant who elects to defer Compensation under Part C of the Plan shall set forth on the Part C Election Form specified by the Administrator:

(a) the amount of each element of Compensation to be deferred in the applicable Deferral Period and the identification of the Part C Account to which it is to be allocated shall be reflected in the Part C Election Form,

(b) with respect to each Retirement Account that is being initially established in connection with the election to defer Compensation, the form in which payments of the Part C Participant's Part C Deferred Compensation will be made from such newly established Retirement Account shall be reflected in the Part C Election Form,

(c) with respect to each In-Service Account that is being initially established in connection with the election to defer Compensation, the time in which the Part C Participant's Part C Deferred Compensation will be payable and the form in which payments will be made from such newly established In-Service Account shall be reflected in the Part C Election Form, and

(d) such other information, acknowledgements or agreements as may be required by the Administrator.

ARTICLE XIX
PARTICIPANTS' DEFERRALS

Section 19.1 Deferral of Compensation

(a) At such time and in such form as determined by the Administrator, a Participant may elect to defer into his or her Part C Account Compensation, subject to paragraph (d) of this Section 19.1, which would otherwise be payable to him or her for any Deferral Period in which he or she has not incurred a Separation from Service but only to the extent such deferrals would qualify as Section 409A Deferrals. In no event shall the Part C Election be submitted later than the date on which the election is required to become irrevocable as set forth in this Part C or as otherwise required by Section 409A of the Code and applicable guidance. If no other date is specified by the Administrator, the Part C Election shall be submitted during the Annual Enrollment Cycle prior to the commencement of the Deferral Period, except (i) with respect to Qualified Annual Bonuses that qualify as Performance-Based Compensation to be earned in Deferral Periods starting in 2017 or later, in which case such election shall be made during the Annual Enrollment Cycle that occurs during the applicable Deferral Period, provided such election is made not later than 6 months before the end of the applicable performance period and before the Qualified Annual Bonus becomes both substantially certain to be paid and readily ascertainable, and (ii) with respect to a newly eligible Participant described in Section 18.1(b), who may make an election within 30 days (or such shorter period as may be specified by the Administrator) after such person's initial eligibility date described therein, but only to defer Qualified Salary or Qualified Director Compensation, as applicable, paid for services to be performed after the date of such election through the remainder of the calendar year in which such election is made, subject to Treas. Reg. §1.409A - 2(a)(7).

(b) Any such election made by a Part C Participant to defer Compensation shall be irrevocable and shall not be amendable by the Part C Participant, except in the event of a Hardship. A Part C Participant's deferral election for the Deferral Period in which the Hardship occurs shall be terminated with respect to all Compensation which has not yet been deferred. Any deferral election shall specify the Account or Accounts to which such deferred Compensation shall be credited. Amounts deferred shall be specified as a whole percentage or based on such other method as may be specified by the Administrator.

(c) A Part C Election shall be made with respect to each payment and/or type of Compensation that is to be deferred by the Part C Participant, and shall designate the portion of each deferral that shall be allocated among the various Retirement or In-Service Accounts. In addition, no amounts shall be deferred into an In-Service Account during a period when amounts are scheduled to be paid from such Account and until such time as that entire Account has been completely distributed. Notwithstanding anything to the contrary, for purposes of Part C of this Plan only, Qualified Salary attributable to the final pay period of any calendar year shall be deemed to be earned in the subsequent calendar year, provided the amounts are in fact paid (or payable) in the subsequent calendar year under the Company's normal compensation practices.

(d) Maximum Deferrals. Notwithstanding anything to the contrary in this Part C, the maximum amount of Qualified Salary that may be deferred for a Deferral Period shall be eighty percent (80%) and the maximum amount of Qualified Annual Bonus, Qualified Quarterly Bonus, or Qualified Director Compensation that may be deferred for a Deferral Period shall be one hundred percent (100%).

Section 19.2 Defaults in Event of Incomplete or Inaccurate Deferral Documentation

In the event that a Participant submits a Part C Election Form or Part C Distribution Election to the Administrator that contains information necessary to the efficient operation of this Plan which, in the sole discretion of the Administrator, is deemed to be missing, incomplete or inaccurate, the Administrator shall be authorized to treat such form as if the following elections had been made by the Participant, and such information shall be communicated to the Participant and shall be considered to be irrevocable no later than the last day permitted under Section 409A of the Code:

- (a) If no Account is listed — treat as if the Retirement Account designated as “Retirement Account #1” was elected (or if no Retirement Account has been established at that time, then a new Retirement Account will be established utilizing the default provisions in this Section 19.4);
- (b) If Accounts listed equal less than 100% — treat as if the balance was deferred into the Retirement Account designated as “Retirement Account #1” (or if no Retirement Account has been established at that time, then a new Retirement Account will be established utilizing the default provisions in this Section 19.2);
- (c) If Accounts listed equal more than 100% — proportionately reduce each Account to equal 100%;
- (d) If In-Service Account is listed, but no deferrals can be made into that Account due to the fact that benefits are scheduled to be paid or are being paid from that In-Service Account, then the amounts elected to be deferred shall be credited to another In-Service Account, if such other In-Service Account is available for deferral, and if not, then to the Retirement Account with the shortest payout during such period of payment, after which time the balance of the amounts elected to be deferred shall be credited to a subsequent In-Service Account with a distribution date as elected or as provided in sub-section (f), below;
- (e) If no Distribution Election is chosen — treat as if the lump sum was the form of payment elected for the In-Service Account and treat as if three (3) year installments was elected for the Retirement Account; and,
- (f) If no time of payment is chosen for In-Service Account — treat as if the earliest possible date available under the provisions of Section 22.2, below was elected.

ARTICLE XX
DEFERRED COMPENSATION ACCOUNTS

Section 20.1 Part C Deferred Compensation Accounts

The Administrator shall establish and maintain for each Part C Participant a Part C Account to which shall be credited the amounts allocated thereto under this Article XX and from which shall be debited the Part C Participant's distributions and withdrawals under Article XXI.

Section 20.2 Crediting of Part C Deferred Compensation

Each Part C Participant's Part C Account shall be credited with an amount which is equal to the amount of the Part C Participant's Compensation which such Part C Participant has elected to defer under Article XIX at the time such Compensation would otherwise have been paid to the Part C Participant. Account(s) shall be deemed to exist from the time amounts are first credited to such Account(s) until such time that the entire Account Balance has been distributed in accordance with this Plan. Any withholding of taxes or other amounts with respect to deferred Compensation or other amounts credited under this Plan that is required by local, state or federal law determined in the sole discretion of the Administrator shall be withheld from the Participant's corresponding non-deferred portion of the Compensation to the maximum extent possible, and any remaining amount shall reduce the amount credited to the Participant's Account in a manner specified by the Administrator. Notwithstanding anything to the contrary, for purposes of this Part C of the Plan only, Qualified Salary attributable to the final pay period of any calendar year shall be deemed to be earned in the subsequent calendar year, provided the amounts are in fact paid (or payable) in the subsequent calendar year under the Company's normal compensation practices.

Section 20.3 Crediting of Earnings

(a) Any Part C Account that has a balance on or after January 1, 2013 shall be credited or charged for Earnings on such Account balance as of such valuation dates as the Administrator shall determine.

Section 20.4 Applicability of Part C Account Values

The value of each Part C Participant's Part C Account as determined as of a given date under this Article, plus any amounts subsequently allocated thereto under this Article and less any amounts distributed or withdrawn under Article XXI, shall remain the value thereof for all purposes of Part C of the Plan until the Part C Account is revalued hereunder.

Section 20.5 Vesting of Part C Account Values

A Participant shall be one hundred percent (100%) vested at all times in the amount of Compensation elected to be deferred under this Part C, including any Earnings thereon.

Section 20.6 Assignments, Etc. Prohibited

No part of any Part C Participant's Part C Account shall be liable for the debts, contracts or engagements of the Part C Participant, or the Part C Participant's beneficiaries or successors in interest, or be taken in execution by levy, attachment or garnishment or by any other legal or equitable proceeding, nor shall any such person have any rights to alienate, anticipate, commute, pledge, encumber or assign any benefits or payments hereunder in any manner whatsoever, except to designate a beneficiary as provided in Article XXII or to comply with a Domestic Relations Order as provided in Section 21.7.

**ARTICLE XXI
DISTRIBUTIONS OF DEFERRED COMPENSATION ACCOUNTS**

Section 21.1 Retirement Accounts

A Participant's Retirement Account shall be distributed to the Participant upon the Separation from Service with the Company.

a) Timing of Payment. Subject to Section 21.7, benefits payable from the Retirement Account shall commence on or about a date that is thirty (30) days following the Participant's Separation from Service.

b) Form of Payment. The form of benefit payment shall be that form selected by the Participant in the first Part C Distribution Election which designated a portion of the Compensation deferred be allocated to the Retirement Account, as permitted pursuant to Section 21.8 below, except that if a Participant who is a Key Executive Separates from Service prior to Retirement, the Retirement Account shall be paid in the form of a lump sum payment. If the form of payment selected provides for subsequent payments, subsequent payments shall be made on or about the anniversary of the initial payment.

c) Change of Form of Payment. The Part C Participant may subsequently amend the form of payment from the Retirement Account, by filing such amendment with the Committee no later than twelve (12) months prior to the then current date of payment. The Participant may file this amendment, provided that each amendment must provide for a payment as otherwise permitted under this paragraph at a date that is no earlier than five (5) years after the date of payment in force immediately prior to the filing of such request, and the amendment may not take effect for twelve (12) months after the request is made. For purposes of this Article, a payment of amounts under this Part C of the Plan, including the payment of annual installments over a number of years, shall be treated as a single payment, as provided in Treas. Reg. §1-409A-2(b)(2)(iii).

Section 21.2 In-Service Account

A Participant's In-Service Account shall generally be distributed to the Participant upon the date specified by the Participant.

a) Timing of Payment. Benefits payable from the In-Service Account shall commence on or about August 1st of the year specified in the first Part C Distribution Election which designated a portion of the Compensation deferred be allocated to the In-Service Account. In no event shall the date selected be earlier than the first day of the fourth calendar year following the initial filing of the Part C Participant's Part C Election with respect to that In-Service Account. In the event that the Participant Separates from Service prior to the date so specified, the deferred Compensation under this section shall commence to be paid on or about a date that is thirty (30) days following the Participant's Separation from Service, subject to Section 21.7.

b) Form of Payment. The form of benefit payment from the In-Service Account shall be that form selected by the Participant pursuant to Section 21.8, below, except that if the Participant Separates from Service prior to the date so specified, then the In-Service Account shall be paid in the form of a lump sum payment. If the form of payment selected provides for subsequent payments, subsequent payments shall be made on or about the anniversary of the initial payment.

c) Change of Time and/or Form of Payment. The Participant may subsequently amend the form of payment or the intended date of payment to a date later than that date of payment in force immediately prior to the filing of such request, by filing such amendment with the Committee no later than twelve (12) months prior to the then current date of payment. The Participant may file this amendment, provided that each amendment must provide for a payment as otherwise permitted under this paragraph at a date no earlier than five (5) years after the date of payment in force immediately prior to the filing of such request, and the amendment may not take effect for twelve (12) months after the request is made. For purposes of this Article, a payment of amounts under this Plan, including the payment of annual installments over a number of years, shall be treated as a single payment, as provided in Treas. Reg. §1-409A-2(b)(2)(iii).

Section 21.3 Death Benefits

Upon the death of a Part C Participant, the Company shall pay to the Part C Participant's Beneficiary an amount equal to the unpaid Account balance in each of the Participant's Plan C Account in the form of a lump sum payment as soon as administratively possible following death, but in no event later than ninety (90) days following death.

Section 21.4 Change in Control

A Participant who is a Key Executive may elect to receive a distribution of all Part C Account balances upon a Change in Control, provided that such election is made at the time that the Participant submits his or her initial Part C Election. If such election is made at that appropriate time, the election shall apply to all Part C Account balances, regardless of when created. The payment under this Section 21.4 shall be in the form of a lump sum payment and shall be made as soon as practical following a Change in Control, but in no event later than ninety (90) days following such Change in Control.

Section 21.5 Hardship Distributions

(a) By delivering a written election to such effect to the Administrator, at any time a Part C Participant may elect to take a distribution from the Participant's Part C Account on account of the Participant's Hardship, but only to the extent that the Hardship is not otherwise relievable:

- (i) through reimbursement or compensation by insurance or otherwise,
- (ii) by liquidation of the Participant's assets (to the extent that such liquidation does not itself cause a Hardship), or
- (iii) cessation of deferrals under the Plan.

(b) The amount of the hardship withdrawal pursuant to this Section 21.5 shall not exceed the amount reasonably necessary to satisfy the emergency need (which may include amounts necessary to pay any Federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution).

Section 21.6 Disability Distributions

Upon a finding that a Participant has suffered a Disability, the Administrator shall make a distribution of all of the Participant's Part C Accounts. The amount of such distribution shall be made in the form of a lump sum and shall commence shall be made as soon as practical after the determination of such Disability, but in no event later than ninety (90) days following such determination.

Section 21.7 Required Delay in Payments to Certain Part C Participants

Notwithstanding anything herein to the contrary: no distributions to a Specified Employee under Part C of the Plan that are to be made as a result of the Specified Employee's Separation from Service for any reason other than death or Disability shall be made or commence prior to the date that is the earlier of six months after the date of Separation from Service or the date of the Specified Employee's death, or such shorter period that, in the opinion of such counsel, is sufficient to avoid the imposition of the additional tax under Section 409A(a)(1)(B) or any other taxes or penalties imposed under Section 409A (the "Section 409A Taxes"). Any payment subject to a delay under this Section 21.7 will be calculated as otherwise provided under this Article XXI as if the Participant's Separation from Service occurred on the date that is the earlier of six months after the date of Separation from Service or the date of the Specified Employee's death. Subsequent payments, if so elected, will be made on or about the anniversary of the Participant's Separation from Service.

Section 21.8 Form of Payment

Account(s) under Part C shall be paid in the form of benefit as provided below, and specified by the Part C Participant in the Part C Distribution Election applicable to the Part C Participant's Account at the time of the initial deferral or credit to that Account. The permitted forms of benefit payments are:

- a) A lump sum amount which is equal to the Account balance; and
- b) Annual installments for a period of up to fifteen (15) years (or in the event of payment of the In-Service Account, a maximum of five (5) years) where the annual payment shall be equal to the balance of the Account immediately prior to the payment, multiplied by a fraction, the numerator of which is one (1) and the denominator of which commences at the number of annual payment initially chosen and is reduced by one (1) in each succeeding year.

Section 21.9 Small Account

If the unpaid balance of a Part C Account is less than \$25,000 as of the time payments are to commence from that Account, the remaining balance of that Account shall be paid in a lump sum, notwithstanding any election by the Participant to the contrary.

Section 21.10 Applicable Taxes

All distributions under Part C of the Plan shall be subject to withholding for all amounts which the Company is required to withhold under federal, state or local tax law.

Section 21.11 Payments to Pay Employment Taxes

The Administrator may make a distribution from a Part C Account as and to the extent necessary, as determined by the Administrator, to pay (a) the Federal Insurance Contributions Act (FICA) tax imposed on the Part C Participant in respect of Section 409A Deferrals under Sections 3101, 3121(a) and 3121(v)(2) of the Code, as applicable, and/or (b) any income tax withholding imposed on the Participant in respect of Section 409A Deferrals under federal, state or local tax law as a result of the payment of the FICA tax; provided, in each case, that such distribution does not exceed the aggregate amount of the FICA tax and such income tax withholding.

Section 21.12 Payments Upon Amounts Becoming Subject to Section 409A of the Code

The Administrator shall automatically make a distribution from a Part C Account at any time the Administrator determines, upon the advice of counsel, that all or a portion of Part C of this Plan fails to meet the requirements of Section 409A; provided that any distribution pursuant to this Section 21.12 does not exceed the amount required to be included in income as a result of the failure to comply with the requirements of Section 409A.

Section 21.13 Payment of Withdrawals

All withdrawals under Sections 21.5, 21.11 and 21.12 shall be paid within thirty (30) days after either (i) a valid election to withdraw pursuant to Section 21.5 is delivered to the Administrator or (ii) the Administrator makes a determination to permit the withdrawal under Sections 21.11 or 21.12. The Administrator shall give prompt notice to the Part C Participant if an election under Section 21.5 is invalid and is therefore rejected, identifying the reason(s) for the invalidity. If the Administrator has not paid but has not affirmatively rejected an election within the applicable thirty (30) day deadline, then the election shall be deemed rejected, on the thirtieth (30th) day, as applicable. If a withdrawal election is rejected, the Part C Participant may bring a claim for benefits under Section 15.11 of the Plan.

Section 21.14 Effect of Withdrawals

If a Part C Participant receives a withdrawal under Sections 21.5, 21.11 or 21.12 after payments have commenced under this Article XXI, the remaining payments shall be recalculated, by reamortizing the remaining payments over the remaining term and applying the then-current rate used to credit Earnings under Section 20.3.

Section 21.15 Payments to Guardian

If a Plan benefit is payable to a minor or a person declared incompetent or to a person incapable of handling the disposition of the property, the Administrator may direct payment to the guardian, legal representative or person having the care and custody of such minor, incompetent or person. The Administrator may require proof of incompetency, minority, incapacity or guardianship as it may deem appropriate prior to distribution. Such distribution shall completely discharge the Administrator and the Company from all liability with respect to such benefit.

Section 21.16 Effect of Payment

The full payment of the applicable benefit under this Article XXI shall completely discharge all obligations on the part of the Company to the Participant (and the Participant's Beneficiary) with respect to the operation of the Participant's Part C Account(s), and the Participant's (and Participant's Beneficiary's) rights under Part C of this Plan shall terminate.

Section 21.17 Payments in Connection with a Domestic Relations Order

Notwithstanding anything to the contrary, the Administrator may make distributions to someone other than the Participant if such payment is necessary to comply with a domestic relations order, as defined in Section 414(p)(1)(B) of the Code, involving the Participant. Where the domestic relations order permits discretion on the part of the non-Participant spouse and such discretion has not been exercised, the Administrator shall distribute to the non-Participant spouse the amounts subject to the order as soon as practical.

**ARTICLE XXII
BENEFICIARY DESIGNATION**

Section 22.1 Beneficiary Designation

Each Participant shall have the right, at any time, to designate one (1) or more persons or entity as Beneficiary (both primary as well as secondary) to whom benefits shall be paid in the event of Participant's death prior to complete distribution of the Participant's vested Account balance. Each Beneficiary designation shall be in a written form prescribed by the Administrator and shall be effective only when filed with the Administrator during the Participant's lifetime.

Section 22.2 Changing Beneficiary.

Any Beneficiary designation may be changed by a Participant without the consent of the previously named Beneficiary by the filing of a new Beneficiary designation with the Administrator.

Section 22.3 No Beneficiary Designation

If any Participant fails to designate a Beneficiary in the manner provided above, if the designation is void, or if the Beneficiary designated by a deceased Participant dies before the Participant or before complete distribution of the Participant's benefits, the Participant's Beneficiary shall be the person in the first of the following classes in which there is a survivor:

- a) A Participant's surviving spouse;
- b) The Participant's children in equal shares, except that if any of the children predeceases the Participant but leaves surviving issue, then such issue shall take by right of representation the share the deceased child would have taken if living; and
- c) The Participant's estate.

Section 22.4 Effect of Payment

Payment to the Beneficiary shall completely discharge the Company's obligations under Part C of this Plan.

[SIGNATURE PAGE FOLLOWS]

APPENDIX A — NOTIONAL INVESTMENT OPTIONS

Effective for periods on or after April 1, 2017, the following notional investment options shall be offered under the Plan with respect to Part A, Part B and Part C Account balances:

1. State Street Money Market Fund,
2. S & P 500 Index Fund (managed by Mellon Capital),
3. Core Bond Fund (managed by BlackRock) and
4. Target Date Retirement Income Fund (managed by State Street).

These notional investment options are intended to qualify as predetermined actual investments within the meaning of Treas. Reg. § 31.3121(v)(2)-1(d)(2), and correspond to investment options offered under the DXC Technology Matched Asset Plan.

The State Street Money Market Fund is the notional default investment option under the Plan. Thus, if a Participant fails to make a timely effective investment election, the Participant's balances for any Part A, Part B or Part C Accounts shall be notionally invested in the State Street Money Market Fund.

APPENDIX B — SUMMARY PLAN INFORMATION

Plan Sponsor: DXC Technology Company
1775 Tysons Boulevard
Tysons, VA 22102
703-876-1000

Agent for Service of Legal Process: DXC Technology Company
1775 Tysons Boulevard
Tysons, VA 22102
703-876-1000

Employer Identification Number: 61-1800317

Plan Year: January 1 to December 31

The Plan constitutes two separate plans, one for the benefit of Nonemployee Directors (the “Nonemployee Director Plan”) and one for the benefit of Key Executives (the “Key Executive Plan”). The Key Executive Plan is a nonqualified deferred compensation plan which is unfunded and is maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees, within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA, as defined below. The Key Executive Plan is not subject to the minimum funding requirements of ERISA and benefits under the Plan are not guaranteed by the Pension Benefit Guaranty Corporation under Title IV of ERISA. The Nonemployee Director Plan is not subject to ERISA.

Statement of Rights and Protections Under ERISA

Participants in the Key Executive Plan are entitled to certain rights and protections under ERISA. ERISA provides that all Key Executive Plan Participants shall be entitled to:

Receive Information About Your Plan and Benefits

1. Examine, without charge, at the Administrator’s office and at other specified locations, such as worksites and union halls, all documents governing the Key Executive Plan.
2. Obtain, upon written request to the Administrator, copies of all documents governing the operation of the Key Executive Plan. The Administrator may make a reasonable charge for the copies.
3. Obtain a statement telling you the value of your Key Executive Plan Account. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Key Executive Plan must provide the statement free of charge.

Enforce Your Rights

If your claim for a Key Executive Plan benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Key Executive Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court.

Notwithstanding the foregoing provisions of this Statement of ERISA Rights, you must exhaust the Plan's administrative claim and appeal procedures (described above) prior to filing any lawsuit.

Assistance with Your Questions

If you have any questions about your Key Executive Plan, you should contact the Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration (formerly the Pension and Welfare Benefits Administration), U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

March 30, 2017

Everett SpinCo, Inc.
3000 Hanover Street
Palo Alto, 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 registration by the Company of \$250,000,000 of deferred compensation obligations under the Enterprise Services Executive Deferred Compensation Plan and the DXC Technology Company Deferred Compensation Plan (collectively, the "Plans"), which represent unsecured obligations of the Company to pay deferred compensation to eligible participants in the future in accordance with the terms of the Plans (the "Obligations").

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 Obligations, when issued in accordance with the terms of the Plans, will constitute legal, valid and binding obligations of the Company.

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

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

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 Enterprise Services Executive Deferred Compensation Plan and the DXC Technology Company Deferred Compensation 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

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