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Filed Pursuant to Rule 424(b)(2)  
Registration No. 333-219941

Title of Each Class of Securities to Be Registered	Amount to be Registered	Maximum Offering Price per Unit	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee(1)
4.000% Senior Notes due 2023	\$500,000,000	99.884%	\$499,420,000	\$64,824.72
4.125% Senior Notes due 2025	\$500,000,000	99.791%	\$498,955,000	\$64,764.36
Total				\$129,589.08

(1) The registration fee is calculated in accordance with Rule 457(r) under the Securities Act of 1933, as amended, at the statutory rate of \$129.80 per \$1,000,000 of securities registered and relates to the Registration Statement on Form S-3 (No. 333-219941) filed by DXC Technology Company on August 14, 2017.

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**PROSPECTUS SUPPLEMENT**  
(To Prospectus dated August 14, 2017)

**\$1,000,000,000**



**DXC Technology Company**  
**\$500,000,000 4.000% Senior Notes due 2023**  
**\$500,000,000 4.125% Senior Notes due 2025**

DXC Technology Company (“DXC”) is offering \$500,000,000 aggregate principal amount of its 4.000% Senior Notes due 2023 (the “2023 Notes”) and \$500,000,000 aggregate principal amount of its 4.125% Senior Notes due 2025 (the “2025 Notes” and, together with the 2023 Notes, the “Notes”). The 2023 Notes will mature on April 15, 2023 and the 2025 Notes will mature on April 15, 2025. DXC will pay interest on the Notes in cash semi-annually in arrears on April 15 and October 15 of each year, commencing on October 15, 2020. Interest will accrue on the Notes from the date of original issuance.

DXC may redeem the Notes, in whole or in part, at its option, at any time and from time to time before their maturity at the redemption prices described in this prospectus supplement.

The Notes will be unsecured senior obligations of DXC. The Notes will rank senior in right of payment to all of DXC’s existing and future indebtedness and other obligations that are expressly subordinated in right of payment to the Notes; *pari passu* in right of payment with all of our existing and future indebtedness that is not so subordinated, including, without limitation, our other senior notes; effectively junior to any of our secured indebtedness and other secured obligations to the extent of the assets securing such indebtedness or other secured obligations; and effectively junior to any liabilities of our subsidiaries.

Currently there is no public market for either series of the Notes. We do not intend to apply for listing of either series of the Notes on any securities exchange or for inclusion of either series of the Notes in any automated quotation system.

**Investing in these Notes involves risks. You should read “[Risk Factors](#)” in this prospectus supplement beginning on page S-11 and in the documents incorporated by reference herein for more information about important risks that you should consider before you invest.**

**Neither the U.S. Securities and Exchange Commission nor any state securities commission has approved or disapproved of the notes or determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.**

Per 2023 Note	Total	Per 2025 Note	Total
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Public offering price(1)	99.884%	\$499,420,000	99.791%	\$498,955,000
Underwriting discount	0.450%	\$ 2,250,000	0.600%	\$ 3,000,000
Proceeds, before expenses, to DXC	99.434%	\$497,170,000	99.191%	\$495,955,000

(1) Plus accrued interest, if any, from the date of original issuance if settlement occurs after that date.

The underwriters expect to deliver the Notes to the purchasers in book-entry only form through the facilities of The Depository Trust Company, including its participants Clearstream Banking S.A. and Euroclear Bank SA/NV, as operator of the Euroclear System, on or about April 21, 2020.

**BofA Securities**

**Lloyds Securities**

**COMMERZBANK**

**RBC Capital Markets**

**Danske Markets**

**Barclays**

**Fifth Third Securities**

**KBC**

*Joint Bookrunners*

**Citigroup**

**MUFG**

**Mizuho Securities**

*Senior Lead Managers*

**J.P. Morgan**

**NatWest Markets**

**PNC Capital Markets LLC**

**Scotiabank**

**TD Securities**

*Lead Managers*

**SMBC Nikko**

**Wells Fargo Securities**

*Co-Managers*

**BNP PARIBAS**

**Capital One Securities**

**Goldman Sachs & Co. LLC**

**ING**

**Standard Chartered Bank**

**US Bancorp**

The date of this prospectus supplement is April 14, 2020.

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**ABOUT THIS PROSPECTUS SUPPLEMENT AND ACCOMPANYING PROSPECTUS**

This document consists of two parts. The first part is this prospectus supplement, which describes certain matters relating to us and contains the specific terms of this offering of Notes. The second part is the accompanying prospectus, dated August 14, 2017, which provides more general information about debt securities we may offer from time to time, some of which may not apply to this offering. This prospectus supplement and the information incorporated by reference in this prospectus supplement also adds to, updates and, where applicable, modifies and supersedes information contained or incorporated by reference in the accompanying prospectus. If information in this prospectus supplement or the information incorporated by reference in this prospectus supplement is inconsistent with the accompanying prospectus or the information incorporated by reference therein, then this prospectus supplement or the information incorporated by reference in this prospectus supplement will apply and will, to the extent inconsistent therewith, supersede the information in the accompanying prospectus.

**We and the underwriters have not authorized any person to provide you with information or to make any representations other than those contained or incorporated by reference in this prospectus supplement and the accompanying prospectus or in any free writing prospectus prepared by or on behalf of us or to which we have referred you. We and the underwriters take no responsibility for, and can provide no assurance as to the reliability of, any information that others may give you. We are not, and the underwriters are not, making an offer to sell these Notes in any jurisdiction where the offer or sale is not permitted. You should not assume that the information contained in this prospectus supplement, the accompanying prospectus or in any such free writing prospectus is accurate as of any date other than their respective dates. In the case of information contained in documents we file with the U.S. Securities and Exchange Commission (“SEC”) and incorporate by reference in this prospectus, you should assume that such information is accurate only as of the respective dates of those documents. Our business, financial condition, results of operations and prospects may have changed since those dates.**

Before you decide to invest in the Notes, you should carefully read this prospectus supplement, the accompanying prospectus, the registration statement described in the accompanying prospectus (including the exhibits thereto), any applicable free writing prospectuses and the documents incorporated by reference into this prospectus supplement and the accompanying prospectus. The incorporated documents are described in this prospectus supplement under the caption “Where You Can Find More Information.”

References in this prospectus supplement to “DXC,” the “company,” “us,” “we” and “our” refer to DXC Technology Company and its consolidated subsidiaries, unless the context otherwise requires. The term “CSC” refers to Computer Sciences Corporation, a direct wholly owned subsidiary of DXC, and its consolidated subsidiaries and the term “HPE” refers to Hewlett Packard Enterprise Company. The terms “U.S. dollar” and “\$” refer to the United States dollar, being the official currency of the United States of America.

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**CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS**

All statements and assumptions contained in this prospectus supplement, in the accompanying prospectus and in the documents incorporated by reference herein that do not directly and exclusively relate to historical facts constitute “forward-looking statements.” Forward-looking statements often include words such as “anticipates,” “believes,” “estimates,” “expects,” “forecast,” “goal,” “intends,” “objective,” “plans,” “projects,” “strategy,” “target” and “will” and words and terms of similar substance in connection with discussions of future operating or financial performance. These statements represent current expectations and beliefs, and no assurance can be given that the results described in such statements will be achieved.

Forward-looking statements include, among other things, statements with respect to our financial condition, results of operations, cash flows, business strategies, operating efficiencies or synergies, divestitures, competitive position, growth opportunities, share repurchases, dividend payments, plans and objectives of management and other matters. Such statements are subject to numerous assumptions, risks, uncertainties and other factors that could cause actual results to differ materially from those described in such statements, many of which are outside of our control. Furthermore, many of these risks and uncertainties are currently amplified by and may continue to be amplified by or may, in the future, be amplified by, the recent outbreak of

the novel coronavirus (“COVID-19”) pandemic and the impact of varying governmental response that affects our customers and the economies where they operate.

Important factors that could cause actual results to differ materially from those described in forward-looking statements include, but are not limited to:

- the uncertainty of the magnitude, duration, geographic reach, impact on the global economy and current and potential travel restrictions, stay-at-home orders, economic restrictions implemented to address the COVID-19 outbreak;
- the current, and uncertain future, impact of the COVID-19 outbreak, as well as other emerging developments and disruption to economic activity, and their resulting impact on our clients that may affect our business, growth, prospects, financial condition, operating results, cash flows and liquidity;
- the integration of CSC’s and the Enterprise Services business of HPE’s businesses, operations and culture and the ability to operate as effectively and efficiently as expected, and the combined company’s ability to successfully manage and integrate acquisitions generally;
- the ability to realize the synergies and benefits expected to result from the HPES Merger (as defined below) within the anticipated time frame or in the anticipated amounts;
- other risks related to the merger of CSC and HPE (the “HPES Merger”), including anticipated tax treatment, unforeseen liabilities and future capital expenditures;
- the separation of our U.S. Public Sector business could result in substantial tax liability to DXC and our stockholders;
- changes in governmental regulations or the adoption of new laws or regulations that may make it more difficult or expensive to operate our business;
- changes in senior management, the loss of key employees or the ability to retain and hire key personnel and maintain relationships with key business partners;
- the risk of liability or damage to our reputation resulting from security breaches or disclosure of sensitive data or failure to comply with data protection laws and regulations;
- business interruptions in connection with our technology systems;
- the competitive pressures faced by our business;
- the effects of macroeconomic and geopolitical trends and events;

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- the need to manage third-party suppliers and the effective distribution and delivery of our products and services;
- the protection of our intellectual property assets, including intellectual property licensed from third parties;
- the risks associated with international operations;
- the development and transition of new products and services and the enhancement of existing products and services to meet customer needs and respond to emerging technological trends;
- the execution and performance of contracts by us and our suppliers, customers, clients and partners;
- the resolution of pending investigations, claims and disputes;
- risks relating to the respective abilities of the parties to our acquisition of Luxoft Holding, Inc. to achieve the expected results therefrom;
- risks relating to the consummation of the HHS Sale (as defined below) and the ability to achieve the expected results therefrom; and
- the other factors described under the caption “Risk Factors” of this prospectus supplement and incorporated by reference in this prospectus supplement.

No assurance can be given that any goal or plan set forth in any forward-looking statement can or will be achieved, and readers are cautioned not to place undue reliance on such statements, which speak only as of the date they are made. We do not undertake any obligation to update or release any revisions to any forward-looking statement or to report any events or circumstances after the date of this prospectus supplement or to reflect the occurrence of unanticipated events, except as required by law.

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## SUMMARY

*This summary highlights some of the information contained elsewhere, or incorporated by reference, in this prospectus supplement and the accompanying prospectus. It may not contain all of the information that may be important to you. You should carefully read this entire prospectus supplement and the accompanying prospectus, as well as the documents incorporated by reference in this prospectus supplement and the accompanying prospectus, before making an investment decision. In particular, you should read “Risk Factors” in this prospectus supplement as well as “Risk Factors” incorporated by reference into this prospectus supplement from our Annual Report on Form 10-K for the fiscal year ended March 31, 2019 and our Quarterly Reports on Form 10-Q for the quarterly periods ended June 30, 2019, September 30, 2019 and December 31, 2019 for more information about important risks that you should consider before making an investment decision with respect to the Notes.*

## Our Business

### Overview

As the world’s leading independent, end-to-end IT services company, we lead digital transformations for clients by modernizing and integrating their mainstream IT, and by deploying digital solutions at scale to produce better business outcomes. Our technology independence, global talent, and extensive partner network enable 6,000 private and public-sector clients in 70 countries to thrive on change.

Businesses in today’s complex and demanding business environment are increasingly seeking to integrate digital technology into every aspect of their business, resulting in fundamental changes to how they operate and deliver value to their customers. We design and deploy new digital solutions—at scale—that integrate with our clients’ mainstream IT infrastructure. We work with our clients to solve challenges in ways that maximize opportunity and minimize business risk. Our world-class talent becomes part of our clients’ teams, innovating with them, putting the right technology to work for their organizations and leading them through accelerating change to deliver better business outcomes.

Our business strategy is supported by a framework that focuses on the following three pillars:

- help clients advance their digital transformations by modernizing and simplifying their mainstream IT; which can help fund their digital initiatives;
- invest in our people to nurture digital skills and leadership development; and
- deliver value by achieving results for our clients and stakeholders.

DXC was formed on April 1, 2017, by the merger of CSC and HPES. DXC is incorporated in the State of Nevada. Our principal executive offices, including our global headquarters, are located at 1775 Tysons Boulevard, Tysons, Virginia 22102 and our telephone number at that address is (703) 245-9700. Our website address is [www.dxc.technology](http://www.dxc.technology). This is a textual reference only. The information on, or accessible through, our website is not part of this prospectus supplement and should not be relied upon in connection with making any investment decision with respect to the Notes.

### Segments and Services

Our reportable segments are Global Business Services (“GBS”) and Global Infrastructure Services (“GIS”)

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### *Global Business Services*

GBS provides innovative technology solutions that help our clients address key business challenges and accelerate digital transformations tailored to each client’s industry and specific objectives. GBS offerings include:

- *Enterprise, Cloud Applications and Consulting.* We provide industry, business process systems integration and technical delivery experience to maximize value from enterprise application portfolios. We also help clients accelerate their digital transformations and business results with industry, business, technology and complex integration services.
- *Application Services.* Our comprehensive services help clients modernize, develop, test and manage their applications.

- *Analytics*. Our portfolio of analytics services and robust partner ecosystem helps clients gain rapid insights and accelerate their digital transformation journeys.
- *Business Process Services*. We provide seamless digital integration and optimization of front and back office processes, including our Agile Process Automation approach.
- *Industry Software and Solutions*. Our industry-specific solutions enable businesses to quickly integrate technology, transform their operations and develop new ways of doing business. Our vertical-specific IP includes insurance, healthcare and life sciences, travel and transportation, and banking and capital markets solutions.

### **Global Infrastructure Services**

GIS provides a portfolio of offerings that deliver predictable outcomes and measurable results, while reducing business risk and operational costs for clients. GIS offerings include:

- *Cloud and Platform Services*. We help clients maximize their private cloud, public cloud and legacy infrastructures, as well as securely manage their hybrid environments.
- *Workplace and Mobility*. Our workplace, mobility and Internet of Things services provide a consumer-like experience with enterprise security and instant connectivity for our clients.
- *Security*. Our security solutions help predict attacks, proactively respond to threats, ensure compliance and protect data, applications, infrastructure and endpoints.

### **Recent Developments**

#### ***Impact of COVID-19***

The worldwide spread of the COVID-19 pandemic has resulted in a global slowdown of economic activity that is decreasing demand for a broad variety of goods and services, including those that may affect both our commercial and public sector clients, and which may disrupt their business operations for an unknown period of time until the disease is contained and economic activity is restored. We expect this to have a potentially negative impact on our business and our results of operations, the size and duration of which we are currently unable to predict.

We are actively working to mitigate the impact on our business and operations, including rapid and proactive migration of our operations and our customers' operations to remote working environments, as described further in the risk factors contained herein. However, the magnitude and duration of the disruption and resulting decline in, and changes to, business and economic activity are uncertain and we are unable to predict

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the extent to which the global COVID-19 pandemic will adversely impact our business operations, financial performance, cash flow, liquidity and results of operations. Furthermore, any adverse impact on our financial performance or cash flows may result in a downgrade in our credit rating. See "Risk Factors—Our credit rating and ability to manage working capital, refinance and raise additional capital for future needs may impact our ability to compete, results of operations and cash flows" in our reports filed with the SEC and incorporated by reference herein.

As a result of increasingly proactive public health policies implemented by various governmental bodies in response to the COVID-19 pandemic that has severely reduced economic activity globally, we may see potentially adverse effects on our business prospects. These effects include delays in signing new contracts, changes in the nature of demand for our services, restrictions on our operations and sales efforts and disruptions to our business activities as we migrated our operations and our customers' operations to remote working environments. The trading price of our common stock and our publicly-traded bonds has fluctuated significantly, consistent with the dramatic overall volatility of the capital markets. The combination of these factors may have a previously unanticipated impact on our future financial results. We anticipate that this unprecedented disruption to the global economy and its potential impact to our customers may affect our business prospects and may have a material and adverse impact on our financial results. Potential factors that may negatively affect our financial results could include: (i) our valuation of goodwill and the need for any impairment charges following a decline in our stock price; (ii) events that affect our evaluation of contingent liabilities; (iii) our assessment of the need for tangible and intangible asset impairment charges; and (iv) the impact on the calculation of our global tax liabilities. Any one or more of these unanticipated adjustments may have a material impact on our financial results from operations. See "Risk Factors—We expect our business and financial results to potentially be negatively impacted by the recent COVID-19 outbreak as well as other recent developments."

### ***Liquidity and Capital Resources***

As previously disclosed, DXC Technology Company and certain of our subsidiaries are party to the Revolving Credit Facility (as defined below). On March 24, 2020, we provided notice to the administrative agent under the Revolving Credit Facility to borrow \$1.5 billion of the available \$4.0 billion thereunder. We consummated this borrowing in order to reduce our reliance on short-term funding sources, including our €1 billion (approximately \$1.1 billion) commercial paper program, in light of the recent volatility in those markets, which has created an uncertain funding environment for borrowers such as DXC. On April 1, 2020, we provided notice to the administrative agent under the Revolving Credit Facility to borrow the remaining \$2.5 billion thereunder. We elected to borrow the entire amount available under the Revolving Credit Facility as a precautionary measure to increase our cash position and increase financial flexibility in light of continuing uncertainty in the global economy and financial capital markets resulting from the COVID-19 outbreak. We expect to use the proceeds from these borrowings for working capital, general corporate purposes or other purposes permitted under the Revolving Credit Facility.

We may repay amounts borrowed under the Revolving Credit Facility at any time without penalty. Borrowings under the Revolving Credit Facility will bear interest at a variable rate based on LIBOR or on a base rate, plus an individual margin based on our long-term debt rating. For additional information regarding our Revolving Credit Facility, see “Description of Certain Indebtedness—Revolving Credit Facility.”

### ***State & Local HHS Disposition***

On March 9, 2020, we entered into a definitive agreement (the “Purchase Agreement”) to sell (the “HHS Sale”) our U.S. State and Local Health and Human Services (“State & Local HHS”) business to Veritas Capital Fund Management, L.L.C., for \$5.0 billion in cash. The State & Local HHS business is an end-to-end provider of

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technology enabled, mission critical solutions that are fundamental to the administration and operations of health programs throughout the United States. Known for its reliable delivery of highly complex systems for public sector clients, the business facilitates performance efficiencies and improved outcomes for a wide range of stakeholders in the healthcare ecosystem.

The transaction is expected to close no later than December 2020, subject to the satisfaction of customary closing conditions, including the receipt of certain third-party consents and regulatory approvals. The sale is not subject to any financing condition or shareholder approval. Following the transaction close, DXC will retain its remaining healthcare practice, servicing customers across the healthcare continuum, including payers, providers and life sciences firms.

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### **The Offering**

*The following summary is provided solely for your convenience. This summary is not intended to be complete. You should read the full text and more specific details about the Notes and this offering contained elsewhere in this prospectus supplement and the accompanying prospectus. For a more detailed description of the Notes and the Indenture (as defined below), see “Description of the Notes” in this prospectus supplement and “Description of the Debt Securities” in the accompanying prospectus.*

Issuer	DXC Technology Company
Securities Offered	\$500,000,000 aggregate principal amount of Senior Notes due 2023. \$500,000,000 aggregate principal amount of Senior Notes due 2025.
Maturity Date	The 2023 Notes will mature on April 15, 2023 and the 2025 Notes will mature on April 15,



	2025.
Interest Rate	Interest on the 2023 Notes will accrue at a rate of 4.000% <i>per annum</i> and interest on the 2025 Notes will accrue at a rate of 4.125% <i>per annum</i> .
Interest Payment Dates	Interest on the Notes will be payable semi-annually in arrears on April 15 and October 15 of each year, commencing on October 15, 2020.
Optional Redemption	The Notes will be redeemable, in whole or in part, at our option, at any time and from time to time at the redemption prices described in “Description of the Notes—Optional Redemption.”
Change of Control Triggering Event	Upon the occurrence of a Change of Control Triggering Event (as defined under “Description of the Notes—Change of Control Triggering Event”), you will have the right, as holders of the Notes, to cause us to repurchase your notes at 101% of their principal amount, plus accrued and unpaid interest, if any, to, but excluding, the repurchase date. See “Description of the Notes—Change of Control Triggering Event.”
Ranking	<p>The Notes will be our direct, unconditional, unsecured and unsubordinated general obligations and will rank:</p> <ul style="list-style-type: none"> <li>• senior in right of payment to all of our existing and future indebtedness and other obligations that are expressly subordinated in right of payment to the Notes;</li> <li>• <i>pari passu</i> in right of payment with all of our existing and future indebtedness that is not so subordinated;</li> <li>• effectively junior to any of our secured indebtedness and other secured obligations to the extent of the assets securing such indebtedness or other secured obligations; and</li> <li>• effectively junior to any liabilities of our subsidiaries.</li> </ul>

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Further Issuances	DXC may, without the consent of the holders of the Notes, issue additional Notes of either series having the same ranking and the same interest rate, maturity and other terms as such Notes, <i>provided</i> that if the additional Notes are not fungible with the Notes of such series for U.S. federal income tax purposes, the additional Notes will be issued with a different CUSIP number than the previously issued Notes of such series.
Use of Proceeds	We currently intend to apply the net proceeds from this offering for working capital and general corporate purposes, including, but not limited to, the repayment of outstanding indebtedness. See “Use of Proceeds.”
Conflicts of Interest	Because affiliates of certain of the underwriters are lenders under our outstanding indebtedness, they may each receive 5% or more of the net proceeds of this offering due to the repayment of borrowings under such existing indebtedness. Therefore, such underwriters are deemed to have a conflict of interest within the meaning of Rule 5121 of the Financial Industry Regulatory Authority, Inc. (“FINRA”). Accordingly, this offering will be conducted in accordance with Rule 5121. See “Use of Proceeds” for additional information.
Book-Entry Form and Denomination	The Notes will be issued in fully registered form and will be represented by global securities without interest coupons. The global securities will be deposited with a custodian for, and registered in the name of a nominee of, The Depository Trust Company (“DTC”) in New York, New York. The terms of the indenture relating to the Notes (the “Indenture”) will provide for the issuance of definitive registered Notes only in certain limited circumstances.



See “Description of the Debt Securities—Book-Entry System and Form of Debt Securities” in the accompanying prospectus. The Notes will be issued in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

Trading

Each series of Notes is a new issue of securities with no established trading market and there can be no assurance that any market for the Notes will develop or as to the liquidity of any market that may develop. The underwriters have advised us that they intend to make a market in each series of Notes, but they are not obligated to do so and may discontinue market-making with respect to the Notes at any time without notice. See “Underwriting (Conflicts of Interest)” for more information about possible market-making by the underwriters.

Risk Factors

Investing in the Notes involves risks. You should read “Risk Factors” in this prospectus supplement as well as “Risk Factors” incorporated by reference into this prospectus supplement, including from our Annual Report on Form 10-K for the fiscal year ended March 31, 2019 and our Quarterly Reports on Form 10-Q for the quarterly periods ended June 30, 2019, September 30, 2019 and December 31,

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2019 for a discussion of the risks that you should consider in connection with your investment in the notes.

Trustee

U.S. Bank National Association.

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**RISK FACTORS**

*Investing in the Notes involves risks. In connection with any investment in the Notes, you should consider carefully all of the information contained or incorporated by reference into this prospectus supplement and the accompanying prospectus before deciding whether to purchase the Notes, including the risks under the heading “Risk Factors” in this prospectus supplement, in the accompanying prospectus and our Annual Report on Form 10-K for the fiscal year ended March 31, 2019, as well as the other reports we file from time to time with the SEC that are incorporated by reference herein. Each of the risks described in these documents could materially and adversely affect our business, financial condition, results of operations and prospects, and could result in a partial or complete loss of your investment.*

***We expect our business and financial results to potentially be negatively impacted by the recent COVID-19 outbreak as well as other recent developments.***

The recent outbreak of COVID-19 and global pandemic along with other recent developments, including disruptions in global economies, financial and commodities markets and rapid shifts in governmental and public health policies in response to these and other factors affecting the countries where we operate or our customers are located or the industries in which we and our customers compete, are expected to potentially have a negative effect on our business, results of operations, cash flows and financial condition. These effects could include disruptions or restrictions on our employees’ ability to work effectively, as well as temporary closures of our facilities or the facilities of our clients or our subcontractors, or the requirements to deliver our services by working remotely. This could potentially affect our ability to perform under our contracts with customers. Cost increases may not be recoverable from customers or covered by insurance, which could impact our profitability. If a business interruption occurs and we are unsuccessful in our continuing efforts to minimize the impact of these events, our business, results of operations, financial position, cash flows and credit rating could be materially adversely affected. In addition, the outbreak of COVID-19 has resulted in a widespread global pandemic health crisis that is adversely affecting the economies and financial markets of many countries, which could result in an economic downturn that may negatively affect demand for our services, including the financial failure of some of our clients. This economic downturn, depending upon its severity and duration, could also lead to the deterioration of

worldwide credit and financial markets that could limit our customers' ability or willingness to pay us in a timely manner and our ability to obtain external financing to fund our operations and capital expenditures, result in losses on our holdings of cash and investments due to failures of financial institutions and other parties, and result in a higher rate of losses on our accounts receivables due to credit defaults. Our financial results may be materially and adversely impacted by a variety of factors that have not yet been determined, including potential impairments of goodwill and other assets, our evaluation of contingent liabilities, for which actual amounts may materially exceed management estimates, our calculation of global tax liabilities and our assessment of other matters including those that require consideration in order to finalize our year-end audited financial statements. Even after the COVID-19 outbreak has subsided, depending upon its duration and frequency of recurrence, and the governmental policies in response thereto, we may continue to experience materially adverse impacts to our business as a result of its global economic impact, including any recession that may occur or be continuing as a result. We are evaluating the extent to which COVID-19 has impacted us and our employees, customers and suppliers and the extent to which it and other emerging developments are expected to impact us in the future and caution investors that any of those factors could have material and adverse impacts on our current and future business, results of operations, cash flows, financial condition and credit rating.

To the extent the global COVID-19 pandemic and resulting economic disruption adversely affects our business and financial results, it may also have the effect of heightening many of the other risks described in this "Risk Factors" section and the risks described under the heading "Risk Factors" in the accompanying prospectus and our Annual Report on Form 10-K for the fiscal year ended March 31, 2019, as well as subsequent reports filed with the SEC that are incorporated by reference herein, such as those relating to our high level of indebtedness, our need to generate sufficient cash flows to service our indebtedness and our ability to comply with the covenants contained in the agreements that govern our indebtedness.

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### ***Our indebtedness may adversely affect our business, financial condition and results of operations, as well as our ability to meet our payment obligations under the Notes and our other debt.***

Following this offering we will continue to have a significant amount of debt and debt service requirements. As of December 31, 2019, after giving effect to this offering of the Notes and the use of proceeds therefrom, DXC and its subsidiaries had outstanding indebtedness of approximately \$8.0 billion, not including \$1.8 billion of capital leases and asset financing used by our subsidiaries in the provisioning of IT and infrastructure services.

This level of debt could have significant consequences on our future operations, including:

- making it more difficult for us to satisfy our debt obligations, including under the Notes, and other ongoing business obligations, which may result in defaults;
- experiencing events of default if we fail to comply with the financial and other covenants contained in the agreements governing our debt instruments, which could result in all of our debt becoming immediately due and payable or require us to negotiate an amendment to financial or other covenants that could cause us to incur additional fees and expenses;
- subjecting us to the risk of increased sensitivity to interest rate increases in our outstanding indebtedness that bears interest at variable rates and could cause our debt service obligations to increase significantly;
- increasing the risk of a future credit ratings downgrade of our debt, which could increase future debt costs and limit the future availability of debt financing;
- reducing the availability of our cash flow to fund working capital, capital expenditures, acquisitions and other general corporate purposes, and limiting our ability to obtain additional financing for these purposes;
- limiting our flexibility in planning for, or reacting to, and increasing our vulnerability to, changes in our business, the industries in which we operate, and the overall economy;
- placing us at a competitive disadvantage compared to any of our competitors that have less debt or are less leveraged; and
- increasing our vulnerability to the impact of adverse economic and industry conditions.

Our ability to meet our payment and other obligations under our debt instruments depends on our ability to generate significant cash flow in the future. This, to some extent, is subject to general economic, financial, competitive, legislative and regulatory factors as well as other factors that are beyond our control. There can be no assurance that our business will generate sufficient cash flow from operations, or that current or future borrowings will be sufficient to meet our current debt obligations under the Notes and our other debt and to fund other liquidity needs.

### ***The Notes will be effectively subordinated to the obligations of our subsidiaries.***

Because our subsidiaries are not guaranteeing our obligations under the Notes, holders of the Notes will have a junior position to the claims of creditors of our subsidiaries on their assets and earnings. All obligations of our subsidiaries would be effectively senior to the Notes. As a result, in the event of the bankruptcy, liquidation or reorganization of DXC or upon acceleration of the Notes due to an event of default, our subsidiaries' assets will be available to pay its obligations on the Notes only after all of the creditors of those subsidiaries have been paid in full. As of December 31, 2019, our

subsidiaries had outstanding indebtedness of approximately \$1.2 billion, not including \$1.8 billion of capital leases and asset financing used by our subsidiaries in the provisioning of IT and infrastructure services.

If new debt or other liabilities are added to our current debt levels, our ability to meet our payment obligations under the Notes and our other debt could be adversely affected.

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***Despite our current indebtedness levels, we may be able to incur substantially more debt. This could exacerbate further the risks associated with our leverage.***

We may incur substantial additional indebtedness for many reasons, including to fund acquisitions. The terms of the indenture that will govern the Notes generally will not restrict us from doing so. As of December 31, 2019, we had commitments available to be borrowed under our Revolving Credit Facility of \$4.0 billion. As of April 6, 2020, we had drawn the full \$4.0 billion under the Revolving Credit Facility. In addition, the Indenture allows us to issue additional Notes under certain circumstances. Although the Indenture places some limitations on our ability and the ability of certain of our subsidiaries to create liens securing indebtedness, there are significant exceptions to these limitations that will allow us and our subsidiaries to secure significant amounts of indebtedness without equally and ratably securing the Notes. If we or our subsidiaries incur secured indebtedness and such secured indebtedness is either accelerated or becomes subject to a bankruptcy, liquidation or reorganization, our and our subsidiaries' assets would be used to satisfy obligations with respect to the indebtedness secured thereby before any payment could be made on the Notes that are not similarly secured. Subject to certain limitations, the Indenture also does not restrict our subsidiaries, including without limitation all of our non-U.S. subsidiaries, from incurring additional debt, which would be structurally senior to the Notes. In addition, the Indenture does not prevent us or our subsidiaries from incurring other liabilities that do not constitute indebtedness. If new debt or other liabilities are added to our current debt levels, the related risks that we now face could intensify.

***The Indenture contains negative covenants that may have a limited effect.***

The Indenture contains limited covenants that will restrict our ability and ability of certain of our subsidiaries to create certain liens, enter into certain sale and lease-back transactions and consolidate or merge with or into, or sell our consolidated assets substantially as an entirety to, another person. These limited covenants contain exceptions that will allow us and our subsidiaries to incur liens with respect to material assets. In light of these exceptions, holders of the Notes may be structurally or contractually subordinated to a substantial amount of new debt. Additionally, the covenants in the Indenture will not limit the ability of us and our subsidiaries to, among other things, incur unsecured debt, pay dividends, repurchase stock, make investments, dispose of assets not constituting our consolidated assets substantially as an entirety or enter into transactions with our affiliates.

***Fraudulent conveyance laws may void the Notes or subordinate the Notes.***

The issuance of the Notes may be subject to review under applicable bankruptcy laws or relevant fraudulent conveyance laws if a bankruptcy lawsuit is commenced by or on behalf of our creditors. Under these laws, if in such a lawsuit a court were to find that, at the time the Notes were issued, we:

- incurred this debt with the intent of hindering, delaying or defrauding current or future creditors; or
- received less than reasonably equivalent value or fair consideration for incurring this debt, and DXC:
- was insolvent or was rendered insolvent by reason of the related financing transactions;
- was engaged, or about to engage, in a business or transaction for which our remaining assets constituted unreasonably small capital to carry on our business; or
- intended to incur, or believed that we would incur, debts beyond our ability to pay these debts as they mature, as all of the foregoing terms are defined in or interpreted under the relevant fraudulent transfer or conveyance statutes;

then the court could void the Notes or subordinate the Notes to our presently existing or future debt or take other actions detrimental to you.

We cannot assure you as to what standard a court would apply in order to determine whether we were "insolvent" as of the date the Notes were issued and we cannot assure you that, regardless of the method of

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valuation, a court would not determine that we were insolvent on that date. Nor can we assure you that a court would not determine, regardless of whether

we were insolvent on the date the Notes were issued that the payments constituted fraudulent transfers on another ground.

***Under the Indenture, the Change of Control Triggering Event that would require us to repurchase the Notes are subject to a number of significant limitations, and certain change of control events that affect the market price of the Notes may not give rise to any obligation to repurchase the Notes.***

Although we will be required under the Indenture to make an offer to repurchase the Notes upon the occurrence of a Change of Control Triggering Event (as defined below), the term “Change of Control Triggering Event” is limited in its scope and does not include all change of control events that might affect the market value of the Notes. In particular, we are required to repurchase the Notes upon certain change of control events only if the ratings of the Notes are lowered below investment grade during the relevant “trigger period.” As a result, our obligation to repurchase the Notes upon the occurrence of a change of control is limited and may not preserve the value of the Notes in the event of a highly leveraged transaction, reorganization, merger or similar transaction.

***We may be unable to purchase the Notes upon a change of control.***

The terms of the Notes will require us to make an offer to repurchase the Notes upon the occurrence of a Change of Control Triggering Event at a purchase price equal to 101% of the principal amount of the Notes, plus accrued and unpaid interest to, but excluding, the date of the purchase. The occurrence of a Change of Control Triggering Event would cause an event of default under our senior credit facilities (as defined below) and therefore could cause us to have to repay amounts outstanding thereunder, and any financing arrangements we may enter into in the future may also require repayment of amounts outstanding in the event of a Change of Control Triggering Event and therefore limit our ability to fund the repurchase of your Notes pursuant to the Change of Control Offer. It is possible that we will not have sufficient funds, or be able to arrange for additional financing, at the time of the Change of Control Triggering Event to make the required repurchase of Notes. If we have insufficient funds to repurchase all Notes that holders tender for purchase pursuant to the Change of Control Offer, and we are unable to raise additional capital, an event of default would occur under the Indenture. An event of default could cause any other debt that we may have at that time to become automatically due, further exacerbating our financial condition and diminishing the value and liquidity of the Notes. We cannot assure you that additional capital would be available to us on acceptable terms, or at all. See “Description of the Notes—Change of Control Triggering Event.”

***An active trading market may not develop for the Notes.***

Each series of the Notes will be a new issuance of securities for which no public trading market currently exists. A liquid market for either series of the Notes may not develop or be maintained. We do not intend to apply for a listing of any securities on any national securities exchange or any automated dealer quotation system. In addition, the trading price of the Notes may fluctuate, depending upon prevailing interest rates, the market for similar notes, our performance and other factors. The market for the Notes may not be free from disruptions that may adversely affect the prices at which you may sell the Notes.

***If a trading market does develop, changes in our credit ratings or the debt markets could adversely affect the market price of the Notes.***

The price for each series of the Notes depends on many factors, including:

- our credit ratings;
- prevailing interest rates being paid by, or the market prices for debt securities issued by, other companies similar to us;

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- our financial condition, financial performance and prospects; and
- the overall conditions of the general economy and the financial markets.

The conditions of the financial markets and prevailing interest rates have fluctuated in the past and are likely to fluctuate in the future. Such fluctuations could have an adverse effect on the price of the Notes.

***Ratings of the Notes could be lowered in the future.***

We expect that each series of the Notes will be rated “investment grade” by one or more nationally recognized statistical rating organizations. A rating is not a recommendation to purchase, hold or sell the Notes, since a rating does not predict the market price of a particular security or its suitability for a particular investor. A rating organization may lower our rating or decide not to rate our securities in its sole discretion. The rating of the Notes will be based primarily on the rating organization’s assessment of the likelihood of timely payment of interest when due on the Notes and the ultimate payment of principal of the Notes on the final maturity date. The reduction, suspension or withdrawal of the ratings of the Notes will not, in and of itself, constitute an event of default under the indenture.

***The HHS Sale is contingent upon the satisfaction of a number of conditions, and the transaction may not be consummated on the terms or timeline currently contemplated, or at all.***

On March 9, 2020, we entered into the Purchase Agreement in connection with the HHS Sale. We currently expect that the transaction, if completed, will occur by December 31, 2020. Pursuant to the Purchase Agreement, Milano Acquisition Corp., a corporation affiliated with Veritas Capital Fund Management, L.L.C. (“Milano”), will acquire State & Local HHS for total cash consideration of \$5.0 billion.

The consummation of the HHS Sale is subject to certain conditions, including (i) expiration or termination of any required waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, (ii) the absence of any injunction or other order from a governmental authority that prevents the closing of the HHS Sale, and (iii) subject to certain exceptions, the accuracy of the representations and warranties of, and compliance with covenants by, the other party. In addition, the closing of the HHS Sale is subject to certain conditions for the benefit of Milano, including (i) the absence of a material adverse effect on the State & Local HHS business or our ability to consummate the HHS Sale and (ii) State & Local HHS customer contracts that generated 87.5% or more of the aggregate revenue for all State & Local HHS customer contracts for the nine month period ending December 31, 2019 are able to be conveyed at the closing of the HHS Sale without receipt of additional customer consents. For these and other reasons, the HHS Sale may not be completed by the end of December 31, 2020 or otherwise on the terms or timeline contemplated, if at all.

***The HHS Sale may result in disruptions to relationships with customers and other business partners or may not achieve the intended results.***

If we complete the proposed HHS Sale, there can be no assurance that we will be able to realize the intended benefits of the transaction. Specifically, the proposed HHS Sale could cause disruptions in our remaining businesses, including by disrupting operations or causing customers to delay or to defer decisions or to end their relationships, or otherwise limiting the ability to compete for or perform certain contracts or services. Any of the foregoing could adversely affect our remaining businesses, the financial condition of such businesses and their results of operations and prospects.

***The actions required to implement the HHS Sale will take significant management time and attention and will require us to incur significant costs.***

The HHS Sale will require significant amounts of management’s time and resources, which will be in addition to and may divert management’s time and attention from the operation of our remaining businesses and the execution of our other strategic initiatives. Additionally, we will incur costs in connection with the HHS Sale. These costs must be paid regardless of whether the HHS Sale is consummated.

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## USE OF PROCEEDS

We estimate that the net proceeds of this offering will be approximately \$991 million, after deducting the underwriting discounts and other expenses related to this offering payable by us.

We currently intend to apply the net proceeds from this offering for working capital and general corporate purposes, including, but not limited to, the repayment of outstanding indebtedness.

Certain of the underwriters and their affiliates are lenders under our outstanding indebtedness and may therefore receive 5% or more of the net proceeds of this offering due to the repayment of such indebtedness. See “Underwriting (Conflicts of Interest)—Conflicts of Interest.”

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## CAPITALIZATION

The following table sets forth cash and cash equivalents, indebtedness and capitalization for DXC as of December 31, 2019 (1) on an actual basis and (2) on an as adjusted basis to give effect to this offering and the currently anticipated application of the proceeds from this offering described in “Use of Proceeds.”

This table should be read in conjunction with, and is qualified in its entirety by reference to, our historical financial statements and the notes to those statements included or incorporated by reference in this prospectus supplement.

(in millions)	As of December 31, 2019	
	Actual	As Adjusted (unaudited)

Cash and cash equivalents	\$ 2,560	\$ 3,560
Short-term obligations:		
Commercial paper	\$ 809	\$ 809
Current maturities of long-term debt	297	297
Current maturities of finance lease liabilities	475	475
Total short-term debt and current maturities of long-term debt	1,581	1,581
Long-term obligations:(1)		
AUD Term Loan due 2021	562	562
U.K. Term Loan due 2022	595	595
EUR Term Loan due 2021	840	840
EUR Term Loan due 2022	840	840
USD Term Loan due 2024	486	486
4.45% Senior Notes due 2022(3)	276	276
4.450% Senior Notes due 2022(3) (CSC Notes)	172	172
4.250% Senior Notes due 2024(2)	505	505
2.750% Senior Notes due 2025	328	328
1.750% Senior Notes due 2026	725	725
4.750% Senior Notes due 2027(2)	508	508
7.45% Senior Notes due 2029(4)	272	272
2023 Notes offered hereby	—	500
2025 Notes offered hereby	—	500
Lease credit facility	15	15
Finance lease liabilities	1,114	1,114
Borrowings for assets acquired under long-term financing	718	718
Mandatorily redeemable preferred stock due 2023	62	62
Other borrowings(5)	69	69
Long-term debt	8,087	9,087
Less: current maturities of long-term debt	772	772
Total long-term debt, net of current maturities	\$ 7,315	\$ 8,315
Stockholders' equity:		
Common stock	\$ 3	\$ 3
Additional paid-in capital	10,701	10,701
(Accumulated deficit) retained earnings	(1,628)	(1,628)
Accumulated other comprehensive (loss) income	(176)	(176)
Treasury stock, at cost	(151)	(151)
Total stockholders' equity	8,749	8,749
Non-controlling interests in subsidiaries	352	352
Total Equity	\$ 9,101	\$ 9,101
Total capitalization	\$17,997	\$ 18,997

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- (1) See "Description of Certain Indebtedness" for a description of certain of the loans and facilities in the table above.
- (2) The 4.250% Senior Notes due 2024 and 4.750% Senior Notes due 2027 each reflect the actual principal amount outstanding in addition to aggregate unamortized premiums of \$12.8 million resulting from the application of fair value accounting resulting from the HPES Merger.
- (3) The 4.45% Senior Notes due 2022 and 4.450% Senior Notes due 2022 (CSC Notes) each reflect the actual principal amount outstanding in addition to aggregate unamortized premiums of \$4.0 million.
- (4) The 7.45% Senior Notes due 2029 reflect the actual principal amount outstanding in addition to aggregate unamortized premiums of \$38.4 million resulting from the application of fair value accounting resulting from the HPES Merger.
- (5) Other debt consists of two 7.395% Senior Notes due 2022 with actual principal amounts outstanding totaling \$57.0 million and certain other borrowings.

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## DESCRIPTION OF THE NOTES

*The following, along with the additional information contained under “Description of the Debt Securities” in the accompanying prospectus, is a summary of the material provisions of the Indenture and the Notes. This description supplements the information under “Description of the Debt Securities” in the accompanying prospectus and, to the extent it is inconsistent, replaces the description in the accompanying prospectus. If we use a term that is not defined in this prospectus supplement, you should refer to the definition that is provided in the accompanying prospectus. The descriptions in this prospectus supplement and the accompanying prospectus contain descriptions of certain terms of the Notes and the Indenture but do not purport to be complete and are subject to, and are qualified in their entirety by reference to, all of the provisions of the Indenture that has been filed as an exhibit to the registration statement of which this prospectus supplement and the accompanying prospectus are a part, including the definitions of specified terms used in the Indenture, and to the Trust Indenture Act of 1939, as amended. We urge you to read the Indenture (including the forms of Notes) because it, and not this description, defines your rights as a holder of the Notes. For purposes of this description, references to the “Company,” “DXC,” “we,” “our” and “us” refer only to DXC Technology Company and not to its subsidiaries.*

### General

Each series of Notes will constitute a single series of debt securities issued under an indenture, dated as of March 27, 2017 (the “Base Indenture”), between us and U.S. Bank National Association, as trustee (the “Trustee”), as supplemented by an eighth supplemental indenture thereto, to be dated as of April 21, 2020 (together with the Base Indenture, the “Indenture”), between us and the Trustee.

The Notes will be our direct, unconditional, unsecured and unsubordinated general obligations. The Notes will rank equally in right of payment with all of our other senior unsecured general obligations from time to time outstanding and senior in right of payment to any subordinated debt we may incur. As of December 31, 2019, we and our subsidiaries had outstanding indebtedness of approximately \$8.9 billion. The Notes will be effectively subordinated to the obligations, including indebtedness, of our subsidiaries. As of December 31, 2019, after giving effect to this offering of the Notes and the use of proceeds therefrom, our subsidiaries would have had outstanding indebtedness of approximately \$1.2 billion, not including \$1.8 billion of capital leases and asset financing used by our subsidiaries in the provisioning of IT and infrastructure services.

### Principal, Maturity and Interest

The 2023 Notes offered hereby will be initially limited to an aggregate principal amount of \$500,000,000 and the 2025 Notes offered hereby will be initially limited to an aggregate principal amount of \$500,000,000. The 2023 Notes will mature on April 15, 2023 and the 2025 Notes will mature on April 15, 2025 (in each case, unless earlier redeemed).

Interest on the 2023 Notes will accrue at the annual rate of 4.000% *per annum* and interest on the 2025 Notes will accrue at the annual rate of 4.125% *per annum*. Interest will be payable semi-annually in arrears on April 15 and October 15 of each year, commencing on October 15, 2020, and at maturity, to the holders of record of the applicable Notes on the date that is 15 calendar days prior to the applicable interest payment date. Interest on the notes will accrue from and including the date the notes are issued or from and including the most recent interest payment date to, but excluding, the relevant interest payment date.

Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months. If any interest payment date, stated maturity date or earlier redemption date for the Notes falls on a day that is not a Business Day, we will make the required payment of principal, premium, if any, and interest, if any, on the next succeeding Business Day, and no interest will accrue on the amount so payable for the intervening period.

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“Business Day” means any day other than a Saturday, a Sunday or a day on which banking institutions in the City of New York are authorized or obligated by law, regulation or executive order to remain closed.

Each series of the Notes will be issued in registered form without coupons in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

### Issuance of Additional Notes

We may, from time to time, without notice to or the consent of the holders of the Notes, issue additional Notes of either series having the same terms (except for the issue date and, in some cases, the public offering price and the first interest payment date) as such Notes in all respects. The Notes and any additional Notes subsequently issued under the Indenture will be treated as a single class with such Notes for all purposes under the Indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase; *provided* that if the additional Notes are not fungible with the previously issued Notes of such series for U.S. federal income tax purposes, the additional Notes will be issued with a different CUSIP number from the previously issued Notes of such series.



### Trustee, Paying Agent and Registrar for the Notes

U.S. Bank National Association will initially act as trustee, paying agent and registrar for the Notes. We may change the paying agent or registrar without prior notice to the holders of the Notes, and we or any of our subsidiaries may act as paying agent or registrar.

### Transfer and Exchange

A holder may transfer or exchange Notes in accordance with the provisions of the Indenture. Holders will be required to pay all taxes due on transfer. We will not be required to transfer or exchange any Note for a period of 15 days before a selection of Notes to be redeemed.

### Optional Redemption

Prior to maturity, in the case of the 2023 Notes, and prior to the Par Call Date, in the case of the 2025 Notes, the Notes will be redeemable, in whole or in part, at our option, at any time and from time to time, at a redemption price equal to the greater of the following amounts, plus accrued and unpaid interest thereon to, but excluding, the date of redemption:

- 100% of the principal amount of such Notes to be redeemed, and
- as determined by the Independent Investment Banker, the sum of the present values of the remaining scheduled payments of principal and interest thereon (in the case of the 2025 Notes, calculated as if the maturity date of the 2025 Notes is the Par Call Date), exclusive of interest accrued and unpaid as of the date of redemption, discounted to the date of redemption on a semi-annual basis at the Treasury Rate plus 50 basis points, in the case of the 2023 Notes, or 50 basis points, in the case of the 2025 Notes.

On or after the Par Call Date, the 2025 Notes will be redeemable, in whole or in part at any time and from time to time, at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest thereon to, but excluding, the date of redemption.

For purposes of this section “*Optional Redemption*,” the following terms have the following meanings:

“Comparable Treasury Issue” means the United States Treasury security selected by the Independent Investment Banker as having a maturity most comparable to the remaining term of the Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities with comparable maturity to the remaining term of such Notes (in the case of the 2025 Notes, assuming for this purpose that the 2025 Notes mature on the Par Call Date).

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“Comparable Treasury Price” means, with respect to any redemption date, (i) the average of four Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (ii) if the Independent Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations, or (iii) if only one Reference Treasury Dealer Quotation is received, such quotation.

“Independent Investment Banker” means an independent investment institution of national standing, which may be one of the Reference Treasury Dealers or their respective affiliates, selected by us.

“Par Call Date” means March 15, 2025 (the date that is one month prior to the stated maturity date for the 2025 Notes).

“Reference Treasury Dealer” means (i) BofA Securities, Inc., Citigroup Global Markets Inc. and a primary U.S. government securities dealer in New York City (a “Primary Treasury Dealer”) selected by MUFG Securities Americas Inc. and their respective successors; *provided, however*, that if any of the foregoing ceases to be a Primary Treasury Dealer, we will substitute another Primary Treasury Dealer; and (ii) any other Primary Treasury Dealer selected by us.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer at any redemption date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such redemption date.

“Treasury Rate” means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

We will send or cause to be sent a notice of any redemption at least 10 days but not more than 90 days before the redemption date to each holder of

Notes to be redeemed. If we elect to partially redeem the Notes of either series, the Notes to be redeemed will be selected according to DTC procedures.

Unless we default in payment of the redemption price and accrued and unpaid interest on the Notes to be redeemed, on and after the redemption date, interest will cease to accrue on such Notes or portions thereof called for redemption.

If any redemption date would otherwise be a day that is not a Business Day, the related payment of principal and interest will be made on the next succeeding Business Day as if it were made on the date such payment was due, and no interest will accrue on the amounts so payable for the period from and after such date to the next succeeding Business Day.

### **Mandatory Redemption or Sinking Fund**

We are not required to make mandatory redemption or sinking fund payments with respect to the Notes.

### **Change of Control Triggering Event**

If a Change of Control Triggering Event occurs, unless we have exercised our option to redeem the Notes as described above under “*Optional Redemption*,” we will be required to make an offer (a “Change of Control Offer”) to each holder of such Notes to repurchase all or any part (equal to \$2,000 or an integral multiple of

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\$1,000 in excess thereof) of that holder’s Notes at a repurchase price, payable in cash, equal to 101% of the aggregate principal amount of Notes repurchased, plus accrued and unpaid interest on the Notes repurchased to, but excluding, the date of repurchase (the “Change of Control Payment”). Within 30 days following any Change of Control Triggering Event or, at our option, prior to any Change of Control, but after public announcement of the transaction that constitutes or may constitute the Change of Control, a notice will be sent to holders of the Notes, with a copy to the Trustee, describing the transaction that constitutes or may constitute the Change of Control Triggering Event and offering to repurchase such Notes on the date specified in the notice, which date will be no earlier than 10 days and no later than 90 days from the date such notice is delivered (the “Change of Control Payment Date”). The notice will, if delivered prior to the date of consummation of the Change of Control, state that the offer to purchase is conditioned on the Change of Control Triggering Event occurring on or prior to the Change of Control Payment Date.

On the Change of Control Payment Date, we will, to the extent lawful:

- accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;
- deposit with the paying agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and
- deliver or cause to be delivered to the Trustee the Notes properly accepted together with an officer’s certificate stating the aggregate principal amount of Notes or portions of Notes being repurchased.

We will not be required to make a Change of Control Offer upon the occurrence of a Change of Control Triggering Event if (i) a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by us and the third party repurchases all Notes properly tendered and not withdrawn under its offer, or (ii) we provide notice of an optional redemption of the Notes of a series and there is not a default in payment of the redemption price.

We will comply with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any such securities laws or regulations conflict with the Change of Control Offer provisions of the Notes, we will comply with those securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Offer provisions of the Notes by virtue of any such compliance.

For purposes of this Change of Control section, the following terms have the following meanings:

“Change of Control” means the occurrence of any of the following: (1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in a single transaction or a series of related transactions, of all or substantially all of DXC’s assets and the assets of its subsidiaries, taken as a whole, to one or more “persons” (as that term is defined in Section 13(d)(3) of the Exchange Act) (other than to DXC or one of its subsidiaries); (2) the consummation of any transaction (including, without limitation, any merger or consolidation) as a result of which any “person” (as that term is used in Section 13(d)(3) of the Exchange Act) becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the Voting Stock of DXC, measured by voting power rather than number of shares; (3) DXC consolidates with, or merges with or into any person, or any person consolidates with, or merges with or into DXC, in any such event pursuant to a transaction in which any of the outstanding Voting Stock of DXC or such other person is converted into or exchanged for cash, securities or other property, other than any such

transaction where the shares of Voting Stock of DXC outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the Voting Stock of the surviving person immediately after giving effect to such transaction; or (4) the adoption of a plan relating to the liquidation or dissolution of DXC.

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Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control if (i) (A) DXC becomes a direct or indirect wholly-owned subsidiary of a holding company and (B) the direct or indirect holders of DXC's Voting Stock immediately prior to that transaction are the holders of more than 50% of the Voting Stock of such holding company, or (ii) DXC consolidates with, or merges with or into, any person that results in the surviving person remaining a public company.

"Change of Control Triggering Event" means the occurrence of both a Change of Control and a Rating Event.

"Fitch" means Fitch Ratings, Inc., and its successors.

"Investment Grade Rating" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's; BBB- (or the equivalent) by S&P; and BBB- (or the equivalent) by Fitch, and the equivalent investment grade credit rating from any additional rating agency or Rating Agencies selected by DXC.

"Moody's" means Moody's Investors Service, Inc., and its successors.

"Rating Agencies" means (1) each of Moody's, S&P and Fitch; and (2) if either Moody's, S&P or Fitch ceases to rate the Notes or fails to make a rating of such Notes publicly available for reasons outside of the control of DXC, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act selected by DXC as a replacement agency for Moody's, S&P or Fitch, as the case may be.

"Rating Event" means the rating on the applicable series of Notes is lowered by at least two of the three Rating Agencies and such Notes are rated below an Investment Grade Rating by at least two of the three Rating Agencies on any day during the period (which period will be extended so long as the rating of such Notes is under publicly announced consideration for a possible downgrade by any of the Rating Agencies) commencing on the earlier of the date of the first public occurrence of a Change of Control or the date of public notice of an agreement that, if consummated, would result in a Change of Control and ending 60 days following consummation of such Change of Control.

"S&P" means S&P Global Ratings, a division of S&P Global, Inc., and its successors.

"Voting Stock" of any specified person as of any date means the capital stock of such person that is at the time entitled to vote generally in the election of the board of directors of such person.

**Certain Covenants**

Except as set forth in this "Description of the Notes," and in "Description of the Debt Securities" in the accompanying prospectus, neither we nor any subsidiary of ours will be restricted by the indenture from incurring any type of indebtedness or other obligation, from paying dividends or making distribution on equity interests or purchasing equity interests. Additionally, the Indenture will not require the maintenance of any financial ratios or specified levels of net worth or liquidity.

***Limitation on DXC's Ability to Incur Liens***

Other than as provided below under "DXC May Incur Permitted Liens and DXC May Enter into Permitted Sale/Lease-back Transactions," neither DXC nor any of its Restricted Subsidiaries will create, incur, assume or suffer to exist any Lien on DXC's property, to secure any Indebtedness of DXC or a Restricted Subsidiary, without effectively providing that the Notes shall be equally and ratably secured until such time as such Indebtedness is no longer secured by such Lien, except:

- Liens existing as of the issue date of the Notes; and any extension, renewal or replacement (or successive extensions, renewals or replacements) of any such Lien; *provided* that no such extension, renewal or replacement will extend to or cover any property other than the property covered by such existing Lien;

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- Liens on property existing at the time DXC or any of its Restricted Subsidiaries acquires such property, provided that such Liens:
  - (i) are not incurred in connection with, or in contemplation of the acquisition of the property acquired; and
  - (ii) do not extend to or cover any of DXC's property or any of its Restricted Subsidiaries' property other than the property so acquired;
- Liens on any property of a corporation or other entity existing at the time such corporation or entity becomes DXC's Restricted Subsidiary or is merged into or consolidated with DXC or a Restricted Subsidiary or at the time of a sale, lease or other disposition of the properties of such corporation or entity as an entirety or substantially as an entirety to DXC or a Restricted Subsidiary, provided that such Liens:
  - (i) are not incurred in connection with or in contemplation of such corporation or entity becoming a Restricted Subsidiary or merging or consolidating with DXC or a Restricted Subsidiary or are not incurred in connection with or in contemplation of the sale, lease or other disposition of the properties of such corporation or other entity; and
  - (ii) do not extend to or cover any of DXC's property or any of its Restricted Subsidiaries' property other than the property of such corporation or other entity;
- Purchase money Liens upon or in any real or personal property (including fixtures and other equipment) that DXC or any of its Restricted Subsidiaries hold or have acquired to secure the purchase price of such property or to secure Indebtedness incurred solely to finance or refinance the acquisition or improvement of such property and incurred within 270 days after completion of such acquisition or improvement;
- Liens to secure Indebtedness owing to DXC or to a Restricted Subsidiary;
- Liens for taxes, assessments or other governmental charges not yet due or payable or not overdue for a period of more than 60 days or that are being contested by DXC or a Restricted Subsidiary, and for which DXC maintains adequate reserves in accordance with GAAP, and attachment, judgment and other similar Liens arising in connection with legal proceedings, provided that any such judgment does not constitute an event of default;
- Liens in favor of the United States to secure amounts paid to DXC or any of its Restricted Subsidiaries as advance or progress payments under government contracts entered into by it so long as such Liens cover only (x) special bank accounts into which only such advance or progress payments are deposited and (y) supplies covered by such government contracts and material and other property acquired for or allocated to the performance of such government contracts;
- Liens incurred in connection with an asset acquisition or a project financed with a non-recourse obligation;
- Liens in favor of suppliers, producers, operators, workmen, materialmen, mechanics, workmen or repairmen, landlord's Liens for rent or other similar Liens arising, in each case, in the ordinary course of business in respect of obligations which are not overdue or which are being contested by DXC or any Restricted Subsidiary in good faith and by appropriate proceedings;
- Liens consisting of zoning restrictions, licenses, easements, covenants, rights-of-way, utility easements, building restrictions and similar encumbrances and restrictions on the use of real property and minor irregularities that do not materially impair the use of the real property;
- Liens arising under leases or subleases of real or personal property that do not, individually or in the aggregate, materially detract from the value of such real or personal property or materially interfere with the ordinary conduct of the business conducted at such real property or with respect to such personal property;

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- Liens arising under licenses or sublicenses of intellectual property granted in the ordinary course of business;
- Liens arising by reason of deposits with, or giving any form of security to, any governmental agency or any body created or approved by law or government regulation;
- Liens created by or resulting from any litigation or other proceeding that is being contested in good faith by appropriate proceedings, including Liens arising out of judgments or awards against DXC or any Restricted Subsidiary with respect to which DXC or any of its Restricted Subsidiaries is in good faith prosecuting an appeal or proceedings for review for which the time to make an appeal has not yet expired, and Liens relating to final unappealable judgments that are satisfied within 60 days of the date of judgment or Liens incurred by DXC or any Restricted Subsidiary for the purposes of obtaining a stay or discharge in the course of any litigation proceeding to which DXC or any of its Restricted Subsidiaries is a party;
- Liens on deposits securing obligations under cash pooling and multi-currency notional pooling programs;
- Liens relating to hedging and similar arrangements entered into in the ordinary course of business, including without limitation interest rate or foreign currency hedging arrangements;
- Liens incurred or deposits made by DXC or its Restricted Subsidiaries in the ordinary course of business in connection with workers'

compensation, unemployment insurance and other types of social security benefits, taxes, assessments, statutory obligations or other similar charges, or to secure the performance of tenders, statutory obligations, bids, leases, government contracts, performance and return-of-money bonds or other similar obligations (exclusive of obligations for the payment of borrowed money);

- Liens on account receivables or related assets resulting from the sale of such account receivables or such related assets, or Liens arising in connection with or related to any securitization financings, factoring arrangements or assignments thereof that may be entered into by DXC or any Restricted Subsidiary;
- Liens, pledges or deposits made in the ordinary course of banking arrangements in connection with any netting or set-off arrangements for the purpose of netting debit and credit balances;
- Liens on property incurred in sale and lease-back transactions permitted under the covenant described below under the caption “Limitation on DXC’s Ability to Enter Into Sale and Lease-Back Transactions”; and
- Liens constituting any extension, renewal or replacement of any Liens listed above to the extent the principal amount of the Indebtedness secured by such Lien is not increased (except to the extent of any premiums, fees or other costs associated with any such extension, renewal or replacement) and the property encumbered by any such Lien is the same as or substantially similar in nature to the property encumbered by the Lien being extended, renewed or replaced.

***Limitation on DXC’s Ability to Enter Into Sale and Lease-Back Transactions***

Other than as provided below under “DXC May Incur Permitted Liens and DXC May Enter into Permitted Sale/Lease-back Transactions,” neither DXC nor any of its Restricted Subsidiaries will enter into any sale and lease-back transaction with a term longer than three years, unless:

- such transaction was entered into prior to the issue date of the Notes;
- such transaction was for the sale and leasing back to DXC of any property by one of its Restricted Subsidiaries;
- DXC would be entitled to incur Indebtedness secured by a mortgage on the property to be leased in an amount equal to the Attributable Debt with respect to such sale and lease-back transaction without

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equally and ratably securing the Notes pursuant to the first paragraph of “Limitation on DXC’s Ability to Incur Liens” above; or

- DXC applies an amount equal to the fair value of the property sold to the purchase of property or to the retirement of its long-term Indebtedness (including the Notes) within 365 days of the effective date of any such sale and lease-back transaction.

***DXC May Incur Permitted Liens and DXC May Enter into Permitted Sale/Lease-back Transactions***

Notwithstanding the restrictions set forth above under “Limitation on DXC’s Ability to Incur Liens” and “Limitation on DXC’s Ability to Enter into Sale/Lease-back Transactions,” DXC or any of its Restricted Subsidiaries may create, incur, assume or suffer to exist any Lien or enter into any sale and lease-back transaction not otherwise permitted as described above; provided that, at the time of such event, and after giving effect to that event, the aggregate amount of all Indebtedness secured by Liens permitted by this paragraph (excluding the Liens permitted pursuant to the bullet points under “Limitation on DXC’s Ability to Incur Liens” above) and the aggregate amount of all Attributable Debt in respect of sale and lease-back transaction permitted by this paragraph (excluding the sale and lease-back transaction permitted under “Limitation on DXC’s Ability to Enter into Sale/Lease-back Transactions” above), measured, in each case, at the time any such Lien is incurred or any such sale and lease-back transaction is entered into, by DXC or any Restricted Subsidiary does not exceed 20% of DXC’s Consolidated Net Tangible Assets.

For purposes of this section “DXC May Incur Permitted Liens and DXC May Enter into Permitted Sale/Lease-back Transactions,” the following terms have the following meanings:

“Attributable Debt” with respect to any sale and lease-back transaction means the present value of the minimum rental payments called for during the term of the lease (including any period for which such lease has been extended), determined in accordance with GAAP, discounted at a rate that, at the inception of the lease, the lessee would have incurred to borrow over a similar term the funds necessary to purchase the leased assets.

“Consolidated Net Tangible Assets” means, as of any particular time, the aggregate amount of DXC’s assets and the assets of its subsidiaries (in each case, less applicable reserves and other properly deductible items) after deducting from such amount:

- all current liabilities other than (1) notes and loans payable, (2) current maturities of long-term debt and (3) current maturities of capital lease obligations, and
- intangible assets, to the extent included in such aggregate assets, all as set forth on DXC’s then most recent consolidated balance sheet and computed in accordance with GAAP.



## Certain Definitions

As used in this “Description of the Notes”, the following terms have the meanings set forth below.

“GAAP” means generally accepted accounting principles set forth in the opinions and pronouncements of the Public Company Accounting Oversight Board (United States) and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect as of the date of the indenture.

“*Indebtedness*” of any specified person means, without duplication, any indebtedness, whether or not contingent, in respect of borrowed money or evidenced by bonds, notes, debentures or similar instruments or obligations under capital leases, except any such balance that constitutes an accrued expense or trade payable, if and to the extent any of the foregoing indebtedness would appear as a liability upon an unconsolidated balance sheet of such person in accordance with GAAP (but does not include contingent liabilities which appear only in a footnote to a balance sheet); provided that Indebtedness shall exclude (i) Indebtedness that is required to be converted at, or prior to, maturity into equity securities of DXC, and (ii) advances and overdrafts in respect of cash pooling and multi-currency notional pooling programs.

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“*Lien*” means any lien, security interest, charge or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, and any agreement to give any security interest).

“*Restricted Subsidiary*” means any Subsidiary (a) substantially all the property of which is located, or substantially all the business of which is carried on, within the United States, or (b) which holds more than 5.0% of DXC’s Consolidated Net Tangible Assets; except for any Subsidiary primarily engaged in financing receivables or in the finance business.

“*Subsidiary*” of any specified person means any corporation, association or other business entity of which more than 50% of the total voting power of shares of capital stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such person or one or more of the other Subsidiaries of that person or a combination thereof.

## Book-Entry, Delivery and Form

The Notes will be issued in the form of one or more fully registered global securities (“Global Securities”) that will be deposited with, or on behalf of, DTC, and registered in the name of DTC’s partnership nominee, Cede & Co. So long as DTC or any successor depositary for a Global Security, or any nominee, is the registered holder of such Global Security, DTC or such successor depositary or nominee will be considered the sole owner or holder of the Notes represented by such Global Security. The registered holder of a Note will be treated as the owner of it for all purposes. Except under the circumstance described below, the Notes will not be issuable in certificated form. Unless and until it is exchanged in whole or in part for the individual Notes it represents, a Global Security may not be transferred except as a whole by DTC to a nominee of DTC or by a nominee of DTC to DTC or another nominee of DTC or by DTC or any nominee of DTC to a successor depositary or any nominee of such successor.

Investors may elect to hold their interest in the Global Securities through either DTC, Clearstream Banking S.A. (“Clearstream”) or Euroclear Bank SA/NV, as operator of the Euroclear System (“Euroclear”), if they are participants in these systems, or indirectly through organizations which are participants in these systems. Clearstream and Euroclear will hold interests on behalf of their participants through customers’ securities accounts in Clearstream and Euroclear’s names on the books of their respective depositaries, which in turn will hold interests in customers’ securities accounts in the depositaries’ names on the books of DTC. At the present time, Citibank, N.A. acts as U.S. depositary for Clearstream and JPMorgan Chase Bank, N.A. acts as U.S. depositary for Euroclear.

In connection with any proposed transfer outside the book-entry only system, the holders of Notes must provide to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including, without limitation, any cost basis reporting obligations under Section 6045 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”). The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

DTC has advised us of the following information regarding DTC: DTC is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Exchange Act.

DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales

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and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is owned by the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The DTC rules applicable to its participants are on file with the SEC.

Purchases of ownership interests in Global Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Global Securities on DTC's records. The ownership interest of each actual purchaser of each Global Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Global Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Global Securities, except in the event that use of the book-entry system for the Global Securities is discontinued, or if an event of default has under the Indenture occurred and is continuing.

To facilitate subsequent transfers, all Global Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Global Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of interests in the Global Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such ownership interests are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

If applicable, redemption notices shall be sent to Cede & Co. If less than all of a Global Security are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Global Security to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Global Securities unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to us as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts ownership interests in the Global Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy). Payments of principal, premium, if any, and interest, if any, with respect to Notes represented by the Global Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC by wire transfer of immediately available funds. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from us or the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by

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Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or us, subject to any statutory or regulatory requirements as may be in effect from time to time. Payments to Cede & Co. (or such other nominee as requested by an authorized representative of DTC) are our responsibility or that of the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Global Securities at any time by giving reasonable notice to us or the Trustee. Under such circumstances, in the event that a successor securities depository is not appointed by us within 90 days, definitive securities in registered certificated form are required to be printed and delivered.



We may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Global Security certificates will be printed and delivered to DTC.

**Clearstream.** Clearstream is incorporated under the laws of Luxembourg as a professional depository. Clearstream holds securities for its participating organizations (“Clearstream Participants”) and facilitates the clearance and settlement of securities transactions between Clearstream Participants through electronic book-entry changes in accounts of Clearstream Participants, thereby eliminating the need for physical movement of certificates. Clearstream provides Clearstream Participants with, among other things, services for safekeeping, administration, clearance and establishment of internationally traded securities and securities lending and borrowing. Clearstream interfaces with domestic markets in several countries. As a professional depository, Clearstream is subject to regulation by the Luxembourg Commission for the Supervision of the Financial Sector. Clearstream Participants are recognized financial institutions around the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations, and may include the underwriters. Indirect access to Clearstream is also available to others, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Clearstream Participant either directly or indirectly.

Payments with respect to Notes held beneficially through Clearstream will be credited to cash accounts of Clearstream Participants in accordance with its rules and procedures to the extent received by DTC for Clearstream.

**Euroclear.** Euroclear has advised us that it was created in 1968 to hold securities for participants of Euroclear (“Euroclear Participants”) and to clear and settle transactions between Euroclear Participants through simultaneous electronic book-entry delivery against payment, thereby eliminating the need for physical movement of certificates and any risk from lack of simultaneous transfers of securities and cash. Euroclear includes various other services, including securities lending and borrowing and interfaces with domestic markets in several markets in several countries. Euroclear is operated by Euroclear Bank SA/NV (the “Euroclear Operator”), under contract with Euro-clear Clearance Systems S.C., a Belgian cooperative corporation (the “Cooperative”). All operations are conducted by the Euroclear Operator, and all Euroclear securities clearance accounts and Euroclear cash accounts are accounts with the Euroclear Operator, not the Cooperative. The Cooperative establishes policy for Euroclear on behalf of Euroclear Participants. Euroclear Participants include banks (including central banks), securities brokers and dealers and other professional financial intermediaries and may include the underwriters. Indirect access to Euroclear is also available to other firms that clear through or maintain a custodial relationship with a Euroclear Participant, either directly or indirectly.

The Euroclear Operator is regulated and examined by the Belgian Banking and Finance Commission. Securities clearance accounts and cash accounts with the Euroclear Operator are governed by the Terms and Conditions Governing Use of Euroclear and the related Operating Procedures of the Euroclear System, and applicable Belgian law. These Terms and Conditions govern transfers of securities and cash within Euroclear,

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withdrawals of securities and cash from Euroclear, and receipts of payments with respect to securities in Euroclear. All securities in Euroclear are held on a fungible basis without attribution of specific certificates to specific securities clearance accounts. The Euroclear Operator acts under the Terms and Conditions only on behalf of Euroclear Participants, and has no record of or relationship with persons holding through Euroclear Participants.

Distributions with respect to Notes held beneficially through Euroclear will be credited to the cash accounts of Euroclear Participants in accordance with the terms and conditions of Euroclear, to the extent received by DTC for Euroclear.

Links have been established among DTC, Clearstream and Euroclear to facilitate the initial issuance of the Notes sold outside of the United States and cross-market transfers of the Notes associated with secondary market trading.

### ***Same-Day Settlement and Payment***

The underwriters will settle the Notes in immediately available funds. We will make all payments in respect of the Notes in immediately available funds.

The Notes will trade in DTC’s Same-Day Funds Settlement System until maturity or earlier redemption or until the Notes are issued in certificated form, and secondary market trading activity in the Notes will therefore be required by DTC to settle in immediately available funds.

Secondary market trading between Clearstream Participants and/or Euroclear Participants will occur in the ordinary way in accordance with the applicable rules and operating procedures of Clearstream and Euroclear and will be settled using the applicable procedures in immediately available funds.

Cross-market transfers between persons holding directly or indirectly through DTC on the one hand, and directly or indirectly through Clearstream or Euroclear Participants, on the other, will be effected in DTC in accordance with the DTC rules on behalf of the relevant European international clearing system by its U.S. depository; however, such cross-market transactions will require delivery of instructions to the relevant European international clearing system by the counterparty in such system in accordance with its rules and procedures and within its established deadlines (European time). The relevant European international clearing system will, if the transaction meets its settlement requirements, deliver instructions to its U.S. depository to take action to

effect final settlement on its behalf by delivering interests in the Notes to or receiving interests in the Notes from DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Clearstream Participants and Euroclear Participants may not deliver instructions directly to DTC.

Because of time-zone differences, credits of interests in the Notes received in Clearstream or Euroclear as a result of a transaction with a DTC Participant will be made during subsequent securities settlement processing and will be credited the Business Day following the DTC settlement date. Such credits or any transactions involving interests in such Notes settled during such processing will be reported to the relevant Euroclear or Clearstream Participants on such Business Day. Cash received in Clearstream or Euroclear as a result of sales of interests in the Notes by or through a Clearstream Participant or a Euroclear Participant to a DTC Participant will be received with value on the DTC settlement date but will be available in the relevant Clearstream or Euroclear cash account only as of the Business Day following settlement in DTC.

Although DTC, Clearstream and Euroclear have agreed to the foregoing procedures in order to facilitate transfers of interests in the Global Securities among participants of DTC, Clearstream and Euroclear, they are under no obligation to perform or continue to perform such procedures and such procedures may be discontinued at any time. Neither we nor any agent of ours will have any responsibility or liability for the performance by

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DTC, Clearstream or Euroclear or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations, or for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in a Global Security, for maintaining, supervising or reviewing any records relating to such beneficial ownership interests or for any other matter relating to the actions and practices of DTC, Clearstream or Euroclear or their respective participants or indirect participants.

The information in this section concerning DTC, Clearstream and Euroclear and DTC's book-entry system has been obtained from sources that we believe to be reliable, but we take no responsibility for the accuracy of this information. The operations and procedures of DTC, Clearstream and Euroclear are solely within the control of such settlement systems and are subject to changes by them. We urge investors to contact such systems or their participants directly to discuss these matters.

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## DESCRIPTION OF CERTAIN INDEBTEDNESS

*The following descriptions are summaries of the material terms of certain of our indebtedness. They may not contain all the information that may be important to you. The following summaries are qualified in their entirety by reference to the relevant agreements, which are incorporated by reference herein.*

We refer to the Revolving Credit Facility, the AUD Term Facility, the U.K. Term Facility and the USD-EUR Term Facilities, collectively, and as they may be amended, replaced, refinanced, amended and restated, supplemented or otherwise modified from time to time, as the "senior credit facilities."

### Revolving Credit Facility

On October 11, 2013, CSC amended and restated its senior unsecured revolving credit facility (as amended or supplemented to date, the "Revolving Credit Facility") by and among CSC, as borrower, the lenders from time to time party thereto (the "Revolving Lenders"), Citibank, N.A. ("Citibank"), as administrative agent (the "Revolving Agent"), Citicorp International Limited as tranche B sub-agent, and Citibank International PLC, London Branch as swing line sub-agent.

In connection with the Merger, CSC entered into debt financing commitment letters with certain financial institutions (the "Conditional Lenders"), pursuant to which the Conditional Lenders committed to provide CSC with \$815 million of incremental commitments under the Revolving Credit Facility (the "Incremental Revolving Commitments").

On June 15, 2016, certain incremental lenders committed to provide CSC with \$380 million of incremental commitments under the Revolving Credit Facility. On June 21, 2016, the Revolving Credit Facility was amended to increase the maximum amount of incremental commitments that can be incurred thereunder, which resulted in a maximum potential facility size of \$4 billion. On July 25, 2016, certain incremental lenders committed to provide CSC with \$100 million of incremental commitments under the Revolving Credit Facility. On December 30, 2016, certain incremental lenders committed to provide CSC with \$40 million of incremental commitments under the Revolving Credit Facility.

On February 17, 2017, CSC entered into that certain Waiver and Amendment No. 3 to the Amended and Restated Credit Agreement (“Amendment No. 3 (RCF)”) with the Revolving Agent and each of the Revolving Lenders party to the Revolving Credit Facility as of such date. On April 3, 2017, pursuant to the terms of Amendment No. 3 (RCF), CSC was replaced with DXC as the “Company” (including, as the principal borrower and as the guarantor of borrowings by subsidiary borrowers, as the entity whose consolidated financial results are measured by the financial covenants and whose ratings determine the RCF Pricing Grid (as defined below), as the entity to whom (and to whose subsidiaries) the representations and warranties, covenants and events of default generally apply, etc.) under the Revolving Credit Facility and CSC was designated as a subsidiary borrower thereunder.

On April 3, 2017, upon completion of the Merger, DXC and the incremental lenders providing such incremental commitments exercised an option under the Revolving Credit Facility to incur incremental commitments thereunder in an aggregate amount of \$740 million (the “Merger-Related Incremental Revolving Commitments”). The incurrence of the Merger-Related Incremental Revolving Commitments resulted in an increase in the aggregate outstanding size of the unsecured revolving credit facility under the Revolving Credit Facility from \$2.95 billion to \$3.69 billion, consisting of \$3.12 billion under the Tranche A Facility (as defined in the Revolving Credit Facility), which is available to be drawn in US dollars, Euro and Pound sterling, and \$570 million under the Tranche B Facility (as defined in the Revolving Credit Facility), which is available to be drawn in US dollars, Euro, Pound sterling, Yen, Singapore Dollars and Australian Dollars. On September 26, 2017, we received commitments to extend the maturity date of the Revolving Credit Facility (the “First Extension”). On September 27, 2017, certain incremental lenders committed to provide DXC with \$120 million

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of incremental commitments under the Revolving Credit Facility (the “First Extension-Related Incremental Revolving Commitments”). The incurrence of the Extension-Related Incremental Revolving Commitments resulted in an increase in the aggregate outstanding size of the unsecured revolving credit facility under the Revolving Credit Facility to \$3.81 billion, consisting of \$3.24 billion under the Tranche A Facility and \$570 million under the Tranche B Facility. The First Extension and the First Extension-Related Incremental Revolving Commitments became effective on the anniversary of the closing date of the Revolving Credit Facility on October 11, 2017. On September 26, 2018, we received commitments to extend the maturity date of the Revolving Credit Facility (the “Second Extension”). On September 26, 2018, certain incremental lenders committed to provide DXC with \$190 million of incremental commitments under the Revolving Credit Facility (the “Second Extension Related Incremental Revolving Commitments”). On October 11, 2018, DXC entered into that certain Amendment No. 4 to the Amended and Restated Credit Agreement. As a result of the incurrence of the First Extension-Related Incremental Revolving Commitments and the Second Extension-Related Incremental Revolving Commitments, and the subsequent assignment of a lender’s \$25 million commitment under the Revolving Credit Facility, the aggregate outstanding size of the unsecured revolving credit facility under the Revolving Credit Facility is \$4 billion. Of this, \$3.93 billion will mature on January 15, 2025 and \$70 million will mature on January 15, 2024.

Under the Revolving Credit Facility, borrowings bear interest at a variable rate equal to (i) with respect to advances denominated in U.S. dollars, at our option, (x) the Eurocurrency Rate (as defined in the Revolving Credit Facility) for a one, two, three or six month interest period, plus a margin of between 0.680% and 1.300%, based on a pricing grid substantially consistent with the DXC Pricing Grid (the “RCF Pricing Grid”) or (y) the greatest of the rate of interest announced publicly by Citibank in New York, New York, from time to time, as Citibank’s base rate, the Federal Funds Rate plus 0.5%, and the Eurocurrency Rate for a one-month interest period plus 1%, in each case plus a margin of between 0% and 0.300%, based on the RCF Pricing Grid and (ii) with respect to advances denominated in Euro, Pound sterling, Yen, Singapore Dollars and Australian Dollars, the Eurocurrency Rate for a one, two, three or (except with respect to any advance denominated in Singapore Dollars) six month interest period, plus a margin of between 0.680% and 1.300%, based on the RCF Pricing Grid.

The Revolving Credit Facility contains provisions for adding domestic and foreign subsidiaries of DXC as additional borrowers thereunder as well as the creation of additional multi-currency or local currency tranches. The Revolving Credit Facility provides that prepayment of outstanding amounts is permitted at any time. The Revolving Credit Facility contains representations, warranties, and covenants customary for facilities of this type, as well as customary events of default, substantially consistent with the AUD Term Facility, the U.K. Term Facility and the USD-EUR Term Facilities, including (i) cross payment event of default with respect to indebtedness of at least \$250 million or other events if the effect is to accelerate or permit acceleration of such indebtedness and (ii) the occurrence of a change of control. In addition, under the Revolving Credit Facility, we are required to maintain a ratio of EBITDA to consolidated interest expense of no less than 3.00 to 1.00 for any four quarter period ending at the end of a fiscal quarter and a leverage ratio of total debt to EBITDA of no more than 3.00 to 1.00 as of the end of each fiscal quarter, giving pro forma effect to the financial impact of acquisitions or dispositions during the latest twelve month fiscal period, and including the effect of expected near-term (realizable within 12 months) certain operational and cost synergy actions.

The Revolving Credit Facility includes various customary remedies for the Revolving Lenders following an event of default, including the acceleration of repayment of outstanding amounts under the Revolving Credit Facility.

As of April 6, 2020, we had drawn the full \$4 billion under the Revolving Credit Facility.

## **AUD Term Facility**

On November 27, 2018, we entered into that certain Syndicated Facility Agreement, by and among DXC Technology Australia PTY Limited, as original borrower, DXC, as original guarantor, Mizuho Bank, Ltd. as

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mandated lead arranger and bookrunner, and Mizuho Bank, Ltd., New York Branch as agent (the “AUD Agent”) in connection with a delayed-draw senior unsecured term loan of A\$400 million. On December 5, 2018, we entered into that certain Amendment Deed No. 1 to the Syndicated Facility Agreement, by and among DXC Technology Australia PTY Limited, DXC, as original guarantor, the AUD Agent and mandated lead arranger and bookrunner, and MUFG Bank, Ltd., as mandated lead arranger and bookrunner and the lenders party thereto, which resulted in an increase in the size of the delayed-draw senior unsecured term loan to A\$800 million. On January 8, 2019, we entered into that certain Amendment Deed No. 2 to the Syndicated Facility Agreement (the Syndicated Facility Agreement as amended by Amendment No. 1 and Amendment No. 2, the “AUD Term Facility”).

Borrowings under the AUD Term Facility bear interest at a variable rate equal to the BBSY Bid (as defined in the AUD Term Facility) for a one, two, three or six-month interest period (or any other period agreed between DXC and the AUD Agent (acting on the instructions of the majority lenders)), plus a margin of between 0.60% and 0.95%, based on a pricing grid based on the published credit ratings of DXC. The AUD Term Facility provides that prepayment of outstanding amounts is permitted at any time. Any payment of principal under the AUD Term Facility cannot be redrawn.

On November 12, 2019, we received commitments to extend the maturity dates of A\$790 million of the aggregate principal amount of the AUD Term Facility. Approximately A\$10 million of the AUD Term Facility will mature on November 27, 2020, and the remaining A\$790 million of the AUD Term Facility will mature on November 27, 2021.

The AUD Term Facility contains representations, warranties, and covenants customary for facilities of this type, as well as customary events of default, substantially consistent with the Revolving Credit Facility, the U.K. Term Facility and the USD-EUR Term Facilities, including (i) cross payment event of default with respect to indebtedness of at least \$250 million or other events if the effect is to accelerate or permit acceleration of such indebtedness and (ii) the occurrence of a change of control. In addition, under the AUD Term Facility, we are required to maintain a ratio of EBITDA to interest expense of no less than 3.00 to 1.00 for any four quarter period ending at the end of a fiscal quarter and a leverage ratio of total debt to EBITDA of no more than 3.00 to 1.00 as of the end of each fiscal quarter, giving pro forma effect to the financial impact of acquisitions or dispositions during the latest twelve month fiscal period, and including the effect of expected near-term (realizable within 12 months) certain operational and cost synergy actions.

The AUD Term Facility includes various customary remedies for the lenders thereunder following an event of default, including the acceleration of repayment of outstanding amounts under the AUD Term Loan.

As of December 31, 2019, the AUD Term Facility was funded in an aggregate principal amount of \$562 million.

## **U.K. Term Facility**

On October 12, 2018, CSC Computer Sciences International Operations Limited, as borrower (the “U.K. Borrower”), and DXC, as guarantor, the financial institutions party thereto (the “U.K. Lenders”) and Lloyds Bank plc, as administrative agent and initial lender (the “U.K. Agent”), entered into a Credit Agreement (as amended or supplemented to date, the “U.K. Term Facility”). Advances under the U.K. Term Facility were used, first, to repay advances under the U.K. Borrower’s existing credit agreement dated as of December 16, 2015 among the CSC Computer Sciences U.K. Holdings Limited, as borrower, DXC, as guarantor, the lenders from time to time party thereto and the U.K. Agent and, thereafter, for general corporate purposes.

The U.K. Term Facility is a £450 million senior unsecured term loan. The U.K. Term Facility permits the U.K. Borrower to request advances in respect of the additional £100 million in incremental commitments at the time the commitments are increased. The U.K. Term Facility provides that prepayment of outstanding amounts is

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permitted at any time. Any payment of principal under the U.K. Term Facility cannot be redrawn. Advances made under the U.K. Term Facility bear interest at LIBOR for such interest period plus 0.80%, payable on the last day of such interest period.

The U.K. Term Facility is scheduled to mature on January 15, 2022, or, if earlier, the date that is a specified period after the date upon which the U.K. Borrower ceases to be a subsidiary of DXC. The U.K. Term Facility contains representations, warranties, and covenants customary for facilities of this type, as well as customary events of default, substantially consistent with the Revolving Credit Facility, the AUD Term Facility and the USD-EUR Term Facilities, including (i) cross payment event of default with respect to indebtedness of at least \$250 million or other events if the effect is to accelerate or permit acceleration of such indebtedness and (ii) the occurrence of a change of control. In addition, under the U.K. Term Facility, we are required to maintain a ratio of EBITDA to interest expense of no less than 3.00 to 1.00 for any four quarter period ending at the end of a fiscal quarter and a

leverage ratio of total debt to EBITDA of no more than 3.00 to 1.00 as of the end of each fiscal quarter, giving pro forma effect to the financial impact of acquisitions or dispositions during the latest twelve month fiscal period, and including the effect of expected near-term (realizable within 12 months) certain operational and cost synergy actions.

The U.K. Term Facility includes various customary remedies for the lenders thereunder following an event of default, including the acceleration of repayment of outstanding amounts due under the U.K. Term Facility.

As of December 31, 2019, the U.K. Term Facility was funded in a principal amount of £449 million.

### **USD-EUR Term Facilities**

On March 15, 2019, we entered into a delayed draw senior unsecured Term Loan Credit Agreement (as amended or supplemented to date, the “USD-EUR Term Facilities”) in an aggregate principal amount of the U.S. dollar-equivalent of approximately \$2 billion with certain financial institutions party thereto (the “DXC Lenders”) and Bank of America, N.A., as administrative agent, which is comprised of (i) Tranche A-1 Term Loans in U.S. dollars in an aggregate principal amount of \$500 million that are scheduled to mature on the date that is five years following the funding of the term loans (the “Funding Date”) (the “2019 Tranche A-1 Loans”), (ii) Tranche A-2 Term Loans in Euros in an aggregate principal amount of €750 million that are scheduled to mature on the date that is two years following the Funding Date (the “2019 Tranche A-2 Loans”) and (iii) Tranche A-3 Term Loans in Euro in an aggregate principal amount €750 million that are scheduled to mature on the date that is three years following the Funding Date (the “2019 Tranche A-3 Loans”).

Under the USD-EUR Term Facilities, borrowings bear interest at a variable rate equal to, (i) with respect to the 2019 Tranche A-1 Loans, at our option, (x) the Eurocurrency Rate (as defined in the USD-EUR Term Facilities) for a one, two, three or six month interest period, plus a margin of between 1.000% and 1.5000% based on the public rating that has been most recently announced by either of S&P or Moody’s, as the case may be, with respect to our senior, unsecured, non-credit enhanced, long-term debt securities or if any such rating agency shall have issued more than one such public rating, the lowest such public rating issued by such rating agency (the “2019 DXC Pricing Grid”), or (y) the Base Rate (as defined in the USD-EUR Term Facilities) plus a margin of between 0.00% and 0.500% based on the 2019 DXC Pricing Grid, (ii) with respect to the 2019 Tranche A-2 Loans, a margin of between 0.400% and 0.900%, based on the 2019 DXC Pricing Grid, and (iii) with respect to the Tranche A-3 Loans, a margin of between 0.550% and 1.050%, based on the 2019 DXC Pricing Grid.

Amortization of the 2019 Tranche A-1 Loans will be paid on a quarterly basis at the rate of 5.0% of the original principal amount thereof per annum, with the remaining principal amount to be repaid at maturity. The 2019 Tranche A-2 Loans and the 2019 Tranche A-3 Loans do not require amortization during their term. The USD-EUR Term Facilities provide that prepayment of outstanding amounts is permitted at any time, and any payment of principal thereunder cannot be redrawn.

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The USD-EUR Term Facilities contains representations, warranties, and covenants customary for facilities of this type, as well as customary events of default, substantially consistent with the Revolving Credit Facility, the AUD Term Facility and the U.K. Term Facility, including (i) cross payment event of default with respect to indebtedness of at least \$250 million or other events if the effect is to accelerate or permit acceleration of such indebtedness and (ii) the occurrence of a change of control. In addition, under the USD-EUR Term Facilities, we are required to maintain a ratio of EBITDA to interest expense of no less than 3.00 to 1.00 for any four quarter period ending at the end of a fiscal quarter and a leverage ratio of total debt to EBITDA of no more than 3.00 to 1.00 as of the end of each fiscal quarter, giving pro forma effect to the financial impact of acquisitions or dispositions during the latest twelve month fiscal period, and including the effect of expected near-term (realizable within 12 months) certain operational and cost synergy actions.

The USD-EUR Term Facilities include various customary remedies for the lenders thereunder following an event of default, including the acceleration of repayment of outstanding amounts due under the USD-EUR Term Facilities.

As of December 31, 2019, the 2019 Tranche A-1 Loans were funded in an aggregate principal amount of \$486 million, the 2019 Tranche A-2 Loans were funded in an aggregate principal amount of €749 million and the 2019 Tranche A-3 Loans were funded in an aggregate principal amount of €748 million.

### **CSC Notes and 2022 Notes**

On September 18, 2012, CSC issued in a registered offering its 4.450% Senior Notes due 2022 (the “CSC Notes”) under a Base Indenture, dated as of September 18, 2012, between CSC and The Bank of New York Mellon Trust Company, N.A., as trustee, as amended and supplemented by the First Supplemental Indenture thereto, dated as of September 18, 2012, between CSC and the trustee (together, the “CSC Indenture”). Interest on the CSC Notes is payable on September 15 and March 15 of each year, and the CSC Notes mature on September 18, 2022.

On August 9, 2017, we completed an exchange offer (the “CSC Exchange”), whereby \$274 million aggregate principal amount of CSC Notes were



tendered in exchange for a like aggregate principal amount of 4.45% Senior Notes due 2022 (the “2022 Notes”) issued by us. Upon completion of the CSC Exchange, \$171 million aggregate principal amount of CSC Notes remained outstanding.

The 2022 Notes were issued by us under the Base Indenture, as supplemented by the second supplemental indenture thereto, dated as of August 9, 2017. Interest on the 2022 Notes is payable on September 15 and March 15 of each year, and the 2022 Notes mature on September 18, 2022.

### **2024 Notes and 2027 Notes**

On March 27, 2017, we issued in an unregistered offering 4.250% Senior Notes due 2024 (the “Old 2024 Notes”) and 4.750% Senior Notes due 2027 (the “Old 2027 Notes” and, together with the Old 2024 Notes, the “Old Notes”). In connection with the issuance of the Old Notes, we entered into a registration rights agreement, dated March 27, 2017, by and among DXC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, MUFG Securities Americas Inc. and RBC Capital Markets, LLC, as representatives of the initial purchasers named therein, which provides the holders of the Old Notes certain rights relating to the registration of new notes under the Securities Act of 1933, as amended (the “Securities Act”).

On August 9, 2017, we completed a registered exchange offer (the “DXC Exchange”), whereby \$500 million aggregate principal amount of Old 2024 Notes and \$500 million aggregate principal amount of Old 2027 Notes were tendered in exchange for a like aggregate principal amount of new 4.250% Senior Notes due 2024 (the “2024 Notes”) and 4.750% Senior Notes due 2027 (the “2027 Notes” and, together with the 2024 Notes, the “New Notes”), respectively. The terms of the New Notes are identical in all material respects to the

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terms of the corresponding series of Old Notes, except that the New Notes have been registered under the Securities Act, and the transfer restrictions and registration rights relating to the Old Notes do not apply to the New Notes. Upon completion of the DXC Exchange, all of the Old 2024 Notes were cancelled and \$0.5 million aggregate principal amount of Old 2027 Notes remained outstanding. The DXC Exchange did not have a material impact on our capitalization.

The New Notes were issued by us under the Base Indenture, as supplemented by the third supplemental indenture thereto, dated as of August 9, 2017. Interest on the 2024 Notes is payable on April 15 and October 15 of each year, and the 2024 Notes mature on April 15, 2024. Interest on the 2027 Notes is payable on April 15 and October 15 of each year, and the 2027 Notes mature on April 15, 2027.

### **2029 Notes**

On October 12, 1999, Enterprise Services LLC, formerly an indirect wholly owned subsidiary of DXC (“EDS”), issued in a registered offering \$300 million aggregate principal amount of 7.45% Senior Notes due 2029 (the “EDS Notes”) under an indenture, dated as of August 12, 1996, among EDS, Hewlett Packard Enterprise Company, a Delaware corporation (the “Guarantor”), and the Bank of New York Mellon Trust Company N.A. (successor to Chase Bank of Texas, National Association (formerly known as Texas Commerce Bank National Association)), as trustee, (as amended and supplemented, the “EDS Indenture”).

On February 7, 2018, we completed a registered exchange offer (the “EDS Exchange”) whereby \$234 million aggregate principal amount of EDS Notes were tendered in exchange for a like aggregate principal amount of our 7.45% Senior Notes due 2029 (the “2029 Notes”). The remaining EDS Notes not tendered in the EDS Exchange were divested in connection with the separation of our United States Public Sector business on May 31, 2018. The \$234 million aggregate principal amount of 2029 Notes were issued by us under the Base Indenture, as supplemented by the fifth supplemental indenture thereto, dated as of February 7, 2018. Interest on the 2029 Notes is payable on April 15 and October 15 of each year, and the 2029 Notes mature on October 15, 2029.

### **2025 Notes**

On March 15, 2018, we issued £250 million aggregate principal amount of 2.750% Senior Notes due 2025 (the “2025 Notes”) in a registered offering under the Base Indenture, as supplemented by the sixth supplemental indenture thereto, dated as of March 15, 2018. Interest on the 2025 Notes is payable annually on January 15 of each year and the 2025 Notes mature on January 15, 2025.

### **2026 Notes**

On September 26, 2018, we issued €650 million aggregate principal amount of 1.750% Senior Notes due 2026 (the “2026 Notes”) in a registered offering under the Base Indenture, as supplemented by the seventh supplemental indenture thereto, dated as of September 26, 2018. Interest on the 2026 Notes is payable annually on January 15 of each year and the 2026 Notes mature on January 15, 2026.

### **U.S. Receivables Securitization Facility**

We have an accounts receivable securitization facility (as amended, restated, supplemented or otherwise modified to date, the “Receivables Facility”) with certain unaffiliated financial institutions (the “Purchasers”) for the sale of commercial accounts receivable in the United States. Under the Receivables Facility, certain of DXC’s subsidiaries ( the “Sellers”) sell accounts receivable to DXC Receivables LLC (“Receivables SPV”), a wholly owned, bankruptcy-remote entity, in a true sale. Receivables SPV subsequently sells certain of the receivables in their entirety to the Purchasers pursuant to a receivables purchase agreement. The financial obligations of Receivables SPV to the Purchasers under the Receivables Facility are limited to the assets it owns

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and non-recourse to us. Sales of receivables by Receivables SPV occur continuously and are settled on a monthly basis. During the second quarter of fiscal 2020, Receivables SPV amended the Receivables Facility (the “Amendment”) to increase the facility limit from \$600 million to \$750 million and extend the termination date to August 19, 2020. Under the terms of the Receivables Facility, there is no longer any deferred purchase price (“DPP”) for receivables as the entire purchase price is paid in cash when the receivables are sold to the Purchasers. Prior to the Amendment, DPPs were realized by Receivables SPV upon the ultimate collection of the underlying receivables sold to the Purchasers. Cash receipts on the DPP were classified as cash flows from investing activities. The DPP was \$525 million before the Amendment was executed. Upon execution of the Amendment, the Purchasers extinguished the DPP and returned title to the applicable underlying receivables titles to Receivables SPV.

The amount available under the Receivables Facility fluctuates over time based on the total amount of eligible receivables generated during the normal course of business, after deducting excess concentrations. As of December 31, 2019, the total availability under the Receivables Facility was \$639 million and the amount sold to the Purchasers was \$650 million, which was derecognized from our balance sheet. The Receivables Facility is scheduled to terminate on August 19, 2020, but provides for one or more optional one-year extensions, if agreed to by the Purchasers. We use the proceeds from the sale of receivables under the Receivables Facility for general corporate purposes.

While we guarantee certain non-financial performance obligations of the Sellers, the Purchasers bear customer credit risk associated with the receivables sold under the Receivables Facility and have recourse in the event of credit-related customer non-payment solely to the assets of the Receivables SPV.

**German Receivables Securitization Facility**

On October 1, 2019, we executed an accounts receivable securitization facility (as amended, restated, supplemented or otherwise modified, the “DE Receivables Facility”) with certain unaffiliated financial institutions (the “DE Purchasers”) for the sale of commercial accounts receivable in Germany. The facility has a facility limit of €200 million (approximately \$225 million as of December 31, 2019). Under the DE Receivables Facility, certain of our subsidiaries organized in Germany (the “DE Sellers”) sell accounts receivable to DXC ARFacility Designated Activity Company (“DE Receivables SPV”), a trust-owned, bankruptcy-remote entity, in a true sale. Pursuant to a receivables purchase agreement, DE Receivables subsequently sells the receivables to the DE Purchasers in return for payments of capital. Sales of receivables by DE Receivables SPV occur continuously and are settled on a monthly basis. The proceeds from the sale of these receivables comprise a combination of cash and a DPP. The DPP is realized by the Company upon the ultimate collection of the underlying receivables sold to the DE Purchasers. Cash receipts on the DPP are classified as cash flows from investing activities.

The amount available under the DE Receivables Facility fluctuates over time based on the total amount of eligible receivables generated during the normal course of business after deducting excess concentrations. As of December 31, 2019, the total availability under the DE Receivables Facility was approximately \$117 million and the drawn amount was \$109 million. As of December 31, 2019, the Company recorded an \$8 million receivable within receivables, net, because the amount of cash proceeds received by the Company under the DE Receivables Facility was less than the total availability. The DE Receivables Facility is scheduled to terminate on September 30, 2020, but provides for one or more optional one-year extensions, if agreed to by the DE Purchasers. The Company uses the proceeds from DE Receivables SPV’s sale of receivables under the DE Receivables Facility for general corporate purposes.

Our risk of loss following the transfer of accounts receivable under the DE Receivables Facility is limited to the DPP outstanding and any short-falls in collections for specified non-credit related reasons after sale. Payment of the DPP is not subject to significant risks other than delinquencies and credit losses on accounts receivable sold under the DE Receivables Facility.

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Certain obligations of DE Sellers under the DE Receivables Facility and certain of our subsidiaries organized in Germany, as initial servicers, are guaranteed by us under a performance guaranty, made in favor of an administrative agent on behalf of the DE Purchasers. However, the performance guaranty does not cover DE Receivables SPV’s obligations to pay yield, fees or invested amounts to the administrative agent or any of the DE Purchasers.



## Euro-Commercial Paper Programme

In July 2015, CSC established a €500 million Euro-Commercial Paper Programme (the “Programme”), under which its indirect subsidiary, CSC Capital Funding Limited (subsequently renamed DXC Capital Funding Limited), may from time to time issue Euro-commercial paper with a maturity of up to a year and which may be issued at a discount or at a premium or may bear fixed or floating rate interest. The notes were guaranteed by CSC and CSC Computer Sciences International S.à r.l. The Programme was upsized in 2016 to allow issuance of a maximum of €1 billion in principal amount of notes. On February 16, 2017, CSC entered into an amendment to the Programme pursuant to which notes issued under the Programme on or after that date and before the consummation of the HPES Merger would incorporate a provision pursuant to which DXC would be substituted as guarantor in place of CSC following the consummation of the Merger. On April 3, 2017, the substitution took effect in respect of notes issued on or after February 16, 2017 and before April 3, 2017. In addition, on April 3, 2017, the Programme was amended such that notes issued on or after April 3, 2017 will, at all times, be guaranteed by DXC. As of December 31, 2019, €721 million in principal amount of notes are outstanding under the Programme, which are guaranteed by DXC.

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### MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following discussion is a summary of material U.S. federal income tax considerations relevant to the purchase, ownership and disposition of the Notes issued pursuant to this offering, but does not purport to be a complete analysis of all potential tax effects. The effects of other U.S. federal tax laws, such as estate and gift tax laws, and any applicable state, local or foreign tax laws are not discussed. This discussion is based on the Code, Treasury Regulations promulgated thereunder, judicial decisions, and published rulings and administrative pronouncements of the U.S. Internal Revenue Service (the “IRS”), in each case in effect as of the date hereof. These authorities may change or be subject to differing interpretations. Any such change or differing interpretation may be applied retroactively in a manner that could adversely affect a holder of the Notes. We have not sought and will not seek any rulings from the IRS regarding the matters discussed below. There can be no assurance the IRS or a court will not take a contrary position to that discussed below regarding the tax consequences of the purchase, ownership and disposition of the Notes.

This discussion is limited to holders who hold the Notes as “capital assets” within the meaning of Section 1221 of the Code (generally, property held for investment). In addition, this discussion is limited to persons purchasing the Notes for cash at original issue and at their original “issue price” within the meaning of Section 1273 of the Code (*i.e.*, the first price at which a substantial amount of the Notes is sold to the public for cash). This discussion does not address all U.S. federal income tax consequences relevant to a holder’s particular circumstances, including the impact of the Medicare contribution tax on net investment income. In addition, it does not address consequences relevant to holders subject to special rules, including, without limitation:

- U.S. expatriates and former citizens or long-term residents of the United States;
- persons subject to the alternative minimum tax;
- U.S. Holders (as defined below) whose functional currency is not the U.S. dollar;
- persons holding the Notes as part of a hedge, straddle or other risk reduction strategy or as part of a conversion transaction or other integrated investment;
- banks, insurance companies, and other financial institutions;
- real estate investment trusts or regulated investment companies;
- brokers, dealers or traders in securities;
- “controlled foreign corporations,” “passive foreign investment companies,” and corporations that accumulate earnings to avoid U.S. federal income tax;
- S corporations, partnerships or other entities or arrangements treated as partnerships for U.S. federal income tax purposes (and investors therein);
- tax-exempt organizations or governmental organizations;
- persons deemed to sell the Notes under the constructive sale provisions of the Code; and
- persons subject to special tax accounting rules as a result of any item of gross income with respect to the Notes being taken into account in an applicable financial statement.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds the Notes, the tax treatment of a partner in the partnership will depend on the status of the partner, the activities of the partnership and certain determinations made at the partner level. Accordingly, partnerships holding the Notes and the partners in such partnerships should consult their tax advisors regarding the U.S. federal income tax consequences to them.

**INVESTORS SHOULD CONSULT THEIR TAX ADVISORS WITH RESPECT TO THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS AS WELL AS ANY TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF THE NOTES ARISING UNDER OTHER U.S. FEDERAL TAX LAWS (INCLUDING ESTATE AND GIFT TAX LAWS), UNDER THE LAWS OF ANY STATE, LOCAL OR NON-U.S. TAXING JURISDICTION OR UNDER ANY APPLICABLE TAX TREATY.**

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**Tax Considerations Applicable to U.S. Holders**

*Definition of a U.S. Holder*

For purposes of this discussion, a “U.S. Holder” is a beneficial owner of a Note that, for U.S. federal income tax purposes, is or is treated as:

- an individual who is a citizen or resident of the United States;
- a corporation created or organized under the laws of the United States, any state thereof, or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust that (1) is subject to the primary supervision of a U.S. court and the control of one or more “United States persons” (within the meaning of Section 7701(a)(30) of the Code), or (2) has a valid election in effect to be treated as a United States person for U.S. federal income tax purposes.

*Payments of Interest on the Notes*

Interest on a Note generally will be taxable to a U.S. Holder as ordinary income at the time such interest is received or accrued, in accordance with such U.S. Holder’s method of tax accounting for U.S. federal income tax purposes.

*Sale or Other Taxable Disposition*

A U.S. Holder will recognize gain or loss on the sale or other taxable disposition of a Note. The amount of such gain or loss will generally equal the difference between the amount received for the Note in cash or other property valued at fair market value (less amounts attributable to any accrued but unpaid interest, which will be taxable as interest to the extent not previously included in income) and the U.S. Holder’s adjusted tax basis in the Note. A U.S. Holder’s adjusted tax basis in a Note generally will be equal to the amount a U.S. Holder paid for the Note. Any gain or loss will be capital gain or loss, and will be long-term capital gain or loss if the U.S. Holder has held the Note for more than one year at the time of sale or other taxable disposition. Otherwise, such gain or loss will be short-term capital gain or loss. Long-term capital gains recognized by certain non-corporate U.S. Holders, including individuals, generally will be taxable at a reduced rate. The deductibility of capital losses is subject to limitations.

*Information Reporting and Backup Withholding*

A U.S. Holder may be subject to information reporting and backup withholding when such holder receives payments on a Note or receives proceeds from the sale or other taxable disposition of a Note (including a redemption or retirement of a Note). Certain U.S. Holders are exempt from backup withholding, including corporations and certain tax-exempt organizations. A U.S. Holder will be subject to backup withholding if such holder is not otherwise exempt and:

- the holder fails to furnish the holder’s taxpayer identification number, which for an individual is ordinarily his or her social security number;
- the holder furnishes an incorrect taxpayer identification number;
- the applicable withholding agent is notified by the IRS that the holder previously failed to properly report payments of interest or dividends; or
- the holder fails to certify under penalties of perjury that the holder has furnished a correct taxpayer identification number and that the IRS has not notified the holder that the holder is subject to backup withholding.

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Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit

against a U.S. Holder's U.S. federal income tax liability, provided the required information is timely furnished to the IRS. U.S. Holders should consult their tax advisors regarding their qualification for an exemption from backup withholding and the procedures for obtaining such an exemption.

## **Tax Considerations Applicable to Non-U.S. Holders**

### ***Definition of a Non-U.S. Holder***

For purposes of this discussion, a "Non-U.S. Holder" is a beneficial owner of a Note that is neither a U.S. Holder nor an entity treated as a partnership for U.S. federal income tax purposes.

### ***Payments of Interest***

Subject to the discussion below regarding backup withholding and FATCA (as defined below), payments of interest on a Note to a Non-U.S. Holder that is not effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States generally will not be subject to U.S. federal income tax, or withholding tax of 30% (or such lower rate specified by an applicable income tax treaty), provided that:

- the Non-U.S. Holder does not, actually or constructively, own 10% or more of the total combined voting power of all classes of our voting stock;
- the Non-U.S. Holder is not a controlled foreign corporation related to us through actual or constructive stock ownership; and
- either (1) the Non-U.S. Holder certifies in a statement provided to the applicable withholding agent under penalties of perjury that it is not a United States person and provides its name and address; (2) a securities clearing organization, bank or other financial institution that holds customers' securities in the ordinary course of its trade or business and holds the Note on behalf of the Non-U.S. Holder certifies to the applicable withholding agent under penalties of perjury that it, or the financial institution between it and the Non-U.S. Holder, has received from the Non-U.S. Holder a statement under penalties of perjury that such holder is not a United States person and provides a copy of such statement to the applicable withholding agent; or (3) the Non-U.S. Holder holds its Note directly through a "qualified intermediary" (within the meaning of applicable Treasury Regulations) and certain conditions are satisfied.

If a Non-U.S. Holder does not satisfy the requirements above, such Non-U.S. Holder may be entitled to a reduction in or an exemption from withholding on such interest as a result of an applicable tax treaty. To claim such entitlement, the Non-U.S. Holder must provide the applicable withholding agent with a properly executed IRS Form W-8BEN or W-8BEN-E (or other applicable documentation) claiming a reduction in or exemption from withholding tax under the benefit of an income tax treaty between the United States and the country in which the Non-U.S. Holder resides or is established.

If interest paid to a Non-U.S. Holder is effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the Non-U.S. Holder maintains a permanent establishment in the United States to which such interest is attributable), the Non-U.S. Holder will be exempt from the U.S. federal withholding tax described above. To claim the exemption, the Non-U.S. Holder must furnish to the applicable withholding agent a valid IRS Form W-8ECI, certifying that interest paid on a Note is not subject to withholding tax because it is effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States.

Any such effectively connected interest generally will be subject to U.S. federal income tax at the regular graduated rates. A Non-U.S. Holder that is a corporation also may be subject to a branch profits tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on such effectively connected interest, as adjusted for certain items.

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The certifications described above must be provided to the applicable withholding agent prior to the payment of interest and must be updated periodically. Non-U.S. Holders that do not timely provide the applicable withholding agent with the required certification, but that qualify for a reduced rate under an applicable income tax treaty, may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS. Non-U.S. Holders should consult their tax advisors regarding their entitlement to benefits under any applicable income tax treaty.

### ***Sale or Other Taxable Disposition***

A Non-U.S. Holder will not be subject to U.S. federal income tax on any gain realized upon the sale, exchange, redemption, retirement or other taxable disposition of a Note (such amount excludes any amount allocable to accrued and unpaid interest which generally will be treated as interest and may be subject to the rules discussed above under "—Payments of Interest") unless:

- the gain is effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the Non-U.S. Holder maintains a permanent establishment in the United States to which such gain is attributable); or
- the Non-U.S. Holder is a nonresident alien individual present in the United States for 183 days or more during the taxable year of the

disposition and certain other requirements are met.

Gain described in the first bullet point above generally will be subject to U.S. federal income tax on a net income basis at the regular graduated rates. A Non-U.S. Holder that is a foreign corporation also may be subject to a branch profits tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on such effectively connected gain, as adjusted for certain items.

Gain described in the second bullet point above will be subject to U.S. federal income tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty), which may be offset by U.S. source capital losses of the Non-U.S. Holder (even though the individual is not considered a resident of the United States), provided the Non-U.S. Holder has timely filed U.S. federal income tax returns with respect to such losses.

Non-U.S. Holders should consult their tax advisors regarding any applicable income tax treaties that may provide for different rules.

### ***Information Reporting and Backup Withholding***

Payments of interest to a Non-U.S. Holder generally will not be subject to backup withholding, provided the applicable withholding agent does not have actual knowledge or reason to know the holder is a United States person and the holder certifies its non-U.S. status as described above under “— Payments of Interest.” However, information returns are required to be filed with the IRS in connection with any interest paid to the Non-U.S. Holder, regardless of whether any tax was actually withheld. In addition, proceeds of the sale or other taxable disposition of a Note (including a retirement or redemption of the Note) within the United States or conducted through certain U.S.-related brokers generally will not be subject to backup withholding or information reporting, if the applicable withholding agent receives the statement described above and does not have actual knowledge or reason to know that such holder is a United States person or the holder otherwise establishes an exemption. Proceeds of a disposition of a Note paid outside the United States and conducted through a non-U.S. office of a non-U.S. broker generally will not be subject to backup withholding or information reporting.

Copies of information returns that are filed with the IRS may also be made available under the provisions of an applicable treaty or agreement to the tax authorities of the country in which the Non-U.S. Holder resides or is established.

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Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a Non-U.S. Holder’s U.S. federal income tax liability, provided the required information is timely furnished to the IRS.

### **Additional Withholding Tax on Payments Made to Foreign Accounts**

Withholding taxes may be imposed under Sections 1471 to 1474 of the Code (such Sections commonly referred to as the Foreign Account Tax Compliance Act, or “FATCA”) on certain types of payments made to non-U.S. financial institutions and certain other non-U.S. entities. Specifically, a 30% withholding tax may be imposed on payments of interest on, or (subject to the proposed Treasury Regulations discussed below) gross proceeds from the sale or other disposition of, a Note paid to a “foreign financial institution” or a “non-financial foreign entity” (each as defined in the Code), unless (1) the foreign financial institution undertakes certain diligence and reporting obligations, (2) the non-financial foreign entity either certifies it does not have any “substantial United States owners” (as defined in the Code) or furnishes identifying information regarding each substantial United States owner, or (3) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. If the payee is a foreign financial institution and is subject to the diligence and reporting requirements in (1) above, it must enter into an agreement with the U.S. Department of the Treasury requiring, among other things, that it undertake to identify accounts held by certain “specified United States persons” or “United States-owned foreign entities” (each as defined in the Code), annually report certain information about such accounts, and withhold 30% on certain payments to non-compliant foreign financial institutions and certain other account holders. Foreign financial institutions located in jurisdictions that have an intergovernmental agreement with the United States governing FATCA may be subject to different rules.

Under the applicable Treasury Regulations and administrative guidance, withholding under FATCA generally applies to payments of interest on a Note. While withholding under FATCA would have applied also to payments of gross proceeds from the sale or other disposition of a Note on or after January 1, 2019, recently proposed Treasury Regulations eliminate FATCA withholding on payments of gross proceeds entirely. Taxpayers generally may rely on these proposed Treasury Regulations until final Treasury Regulations are issued.

Prospective investors should consult their tax advisors regarding the potential application of withholding under FATCA to their investment in the Notes.

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## UNDERWRITING (CONFLICTS OF INTEREST)

Subject to the terms and conditions stated in the underwriting agreement between us and BofA Securities, Inc., Citigroup Global Markets Inc. and MUFG Securities Americas Inc., as representatives of the underwriters named below (the “Representatives”), each of the underwriters has severally, and not jointly, agreed to purchase, and we have agreed to sell to each underwriter, the aggregate principal amount of Notes set forth opposite such underwriter’s name below.

Underwriter	Principal amount of 2023 Notes	Principal amount of 2025 Notes
BofA Securities, Inc.	\$ 91,250,000	\$ 91,250,000
Citigroup Global Markets Inc.	91,250,000	91,250,000
MUFG Securities Americas Inc.	91,250,000	91,250,000
Lloyds Securities Inc.	40,000,000	40,000,000
Mizuho Securities USA LLC	40,000,000	40,000,000
Commerz Markets LLC	15,000,000	15,000,000
J.P. Morgan Securities LLC	15,000,000	15,000,000
NatWest Markets Securities Inc.	15,000,000	15,000,000
PNC Capital Markets LLC	15,000,000	15,000,000
RBC Capital Markets, LLC	15,000,000	15,000,000
Scotia Capital (USA) Inc.	15,000,000	15,000,000
TD Securities (USA) LLC	15,000,000	15,000,000
Danske Markets Inc.	6,250,000	6,250,000
SMBC Nikko Securities America, Inc.	6,250,000	6,250,000
Wells Fargo Securities, LLC	6,250,000	6,250,000
Barclays Capital Inc.	2,500,000	2,500,000
BNP Paribas Securities Corp.	2,500,000	2,500,000
Capital One Securities, Inc.	2,500,000	2,500,000
Fifth Third Securities, Inc.	2,500,000	2,500,000
Goldman Sachs & Co. LLC	2,500,000	2,500,000
ING Financial Markets LLC	2,500,000	2,500,000
KBC Securities USA LLC	2,500,000	2,500,000
Standard Chartered Bank	2,500,000	2,500,000
U.S. Bancorp Investments, Inc.	2,500,000	2,500,000
<b>Total</b>	<b>\$ 500,000,000</b>	<b>\$ 500,000,000</b>

The underwriters propose to offer some of the Notes directly to the public at the public offering prices set forth on the cover page of this prospectus supplement and some of the Notes to dealers at the public offering price less a concession not to exceed 0.250% of the aggregate principal amount of the 2023 Notes or 0.350% of the aggregate principal amount of the 2025 Notes. The underwriters may allow, and dealers may re-allow, a concession not to exceed 0.200% of the aggregate principal amount of the 2023 Notes or 0.250% of the aggregate principal amount of the 2025 Notes. After the initial offering of the Notes to the public, the underwriters may change the public offering prices and concessions. The offering of the Notes by the underwriters is subject to receipt and acceptance of the Notes and subject to the underwriters’ right to reject any order in whole or in part. Standard Chartered Bank will not effect any offers or sales of any Notes in the United States unless it is through one or more U.S. registered broker-dealers as permitted by the regulations of FINRA.

We have agreed that, during the period commencing on the date of this prospectus supplement and ending on the date that the Notes are delivered by the underwriters to purchasers, we will not, without the prior written consent of the Representatives (which consent may be withheld at their sole discretion), directly or indirectly, sell, offer or contract to sell, or otherwise dispose of or transfer, or announce the offering of, or file any

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registration statement under the Securities Act in respect of, any of our debt securities that are similar to the Notes or securities exchangeable for or convertible into debt securities similar to the Notes (other than as contemplated by the underwriting agreement with respect to the Notes or commercial paper issued in the ordinary course of business). The Representatives, in their sole discretion, may release any of the securities subject to these lock-up agreements at any time without notice.

The underwriters will receive an underwriting discount of 0.450% per 2023 Note and 0.600% per 2025 Note in connection with this offering. We estimate that our total expenses for this offering, excluding the underwriting discounts, will be approximately \$2 million. The underwriters have agreed to reimburse us for certain fees and expenses incurred in connection with this offering.

Each series of the Notes is a new issue of securities with no established trading market. We have been advised by the underwriters that they presently intend to make a market in each series of the Notes after completion of the offering. However, they are under no obligation to do so and may discontinue any market-making activities at any time without any notice. We do not intend to apply for listing of either series of the Notes on any securities exchange or for the inclusion of either series of the Notes in any automated quotation system. We cannot assure the liquidity of the trading market for the Notes. If an active trading market for either series of the Notes does not develop, the market price and liquidity of such Notes may be adversely affected. If the Notes are traded, they may trade at a discount from their initial offering price, depending on prevailing interest rates, the market for similar securities, our operating performance and financial condition, general economic conditions and other factors.

We have agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act, or to contribute to payments the underwriters may be required to make because of any of those liabilities.

### **Settlement**

We expect that delivery of the Notes will be made to investors on or about the date specified on the cover page of this prospectus supplement, which will be the fifth business day following the pricing of the Notes (such settlement being referred to as “T+5”). Under Rule 15c6-1 under the Securities Exchange Act of 1934, trades in the secondary market are required to settle in two business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade Notes prior to the date that is two business days preceding the settlement date will be required, by virtue of the fact that the Notes initially settle in T+5, to specify an alternate settlement arrangement at the time of any such trade to prevent a failed settlement. Purchasers of the Notes who wish to trade the Notes prior to their date of delivery hereunder should consult their advisors.

### **Short Positions**

In connection with the offering, the underwriters may purchase and sell the Notes in the open market. These transactions may include short sales and purchases on the open market to cover positions created by short sales. Short sales involve the sale by the underwriters of a greater principal amount of Notes than they are required to purchase in the offering. The underwriters must close out any short position by purchasing Notes in the open market. A short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the Notes in the open market after pricing that could adversely affect investors who purchase in the offering.

Similar to other purchase transactions, the underwriters’ purchases to cover the syndicate short sales may have the effect of raising or maintaining the market prices of the Notes or preventing or retarding a decline in the market prices of the Notes. As a result, the prices of the Notes may be higher than the price that might otherwise exist in the open market.

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Neither we nor any of the underwriters make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of the Notes.

In addition, neither we nor any of the underwriters make any representation that the representative will engage in these transactions or that these transactions, once commenced, will not be discontinued without notice.

### **Conflicts of Interest**

As described in “Use of Proceeds,” the net proceeds from this offering may be used to repay a portion of our outstanding indebtedness. Certain of the underwriters and their affiliates are lenders under our outstanding indebtedness. Certain of the underwriters and their affiliates may therefore receive 5% or more of the net proceeds of this offering due to the repayment of such indebtedness. Therefore, such underwriters are deemed to have a conflict of interest within the meaning of FINRA Rule 5121. Accordingly, this offering will be conducted in accordance with Rule 5121. The appointment of a “qualified independent underwriter” is not required in connection with this offering as the notes will be rated by one or more of the nationally recognized statistical rating organizations in one of the four highest generic rating categories. Pursuant to FINRA Rule 5121, the underwriters will not confirm any sales to any account over which they exercise discretionary authority without the specific written approval of the account holder. See “Use of Proceeds” for additional information.

### **Other Relationships**

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. To the extent any underwriter that is not a U.S. registered broker-dealer intends to effect any offers or sales of any Notes in the United States, it will do so through one or more U.S. registered broker-dealers in accordance with the applicable U.S. securities laws and regulations.



Some of the underwriters and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with us or our affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions. Certain of the underwriters or their affiliates are agents and lenders under our outstanding indebtedness. Such underwriters and their affiliates will therefore receive their respective share of any payment by the Company of amounts outstanding under any indebtedness with the net proceeds to be received from the offering of the notes. See “—Conflicts of Interest.”

In addition, in the ordinary course of their business activities, the underwriters and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of ours or our affiliates. Certain of the underwriters or their affiliates that have a lending relationship with us routinely hedge their credit exposure to us consistent with their customary risk management policies. Typically, such underwriters and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the Notes offered hereby. Any such credit default swaps or short positions could adversely affect future trading prices of the Notes offered hereby. The underwriters and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments. In addition, U.S. Bancorp Investments, Inc., one of the underwriters, is an affiliate of the Trustee.

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### **Selling Restrictions**

#### *Notice to Prospective Investors in Canada*

The Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the *Securities Act* (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus supplement (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser’s province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser’s province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 *Underwriting Conflicts* (“NI 33-105”), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

#### *Notice to Prospective Investors in the European Economic Area and the United Kingdom*

This prospectus supplement and the accompanying prospectus have been prepared on the basis that any offer of Notes in any Member State of the European Economic Area or the United Kingdom will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of Notes. This prospectus supplement and the accompanying prospectus are not a prospectus for the purposes of the Prospectus Regulation.

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area or the United Kingdom. For these purposes,

(a) a retail investor means a person who is one (or more) of:

- (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “MiFID II”);
- (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
- (iii) not a qualified investor as defined in the Prospectus Regulation; and

(b) the expression “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the “PRIIPs Regulation”) for offering or selling the Notes or otherwise making them available to retail investors in the European Economic Area or the United Kingdom has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the European Economic Area or the United Kingdom



may be unlawful under the PRIIPs Regulation. For purposes of this provision, the expression “Prospectus Regulation” means Regulation (EU) 2017/1129, as amended, and includes any relevant implementing measure in any Member State of the European Economic Area.

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### *Notice to Prospective Investors in the United Kingdom*

Each underwriter has represented, warranted and agreed that:

- it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the “FSMA”) received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to us; and
- it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

The communication of this prospectus supplement, the accompanying prospectus, any related free writing prospectus and any other document or materials relating to the issue of the Notes offered hereby is not being made, and such documents and/or materials have not been approved, by an authorized person for the purposes of the FSMA. Accordingly, such documents and/or materials are not being distributed to, and must not be passed on to, the general public in the United Kingdom. The communication of such documents and/or materials as a financial promotion is only being made to those persons in the United Kingdom who have professional experience in matters relating to investments and who fall within the definition of investment professionals (as defined in Article 19(5) of the FSMA (Financial Promotion) Order 2005, as amended (the “Financial Promotion Order”)), or who fall within Article 49(2)(a) to (d) of the Financial Promotion Order, or who are any other persons to whom it may otherwise lawfully be made under the Financial Promotion Order (all such persons together being referred to as “relevant persons”). In the United Kingdom, the Notes offered hereby are only available to, and any investment or investment activity to which this prospectus supplement, the accompanying prospectus and any related free writing prospectus relates will be engaged in only with, relevant persons. Any person in the United Kingdom that is not a relevant person should not act or rely on this prospectus supplement, the accompanying prospectus or any related free writing prospectus or any of their contents.

### *Notice to Prospective Investors in Switzerland*

This prospectus supplement does not constitute an issue prospectus pursuant to Article 652a or Article 1156 of the Swiss Code of Obligations and the Notes will not be listed on the SIX Swiss Exchange. Therefore, this prospectus supplement may not comply with the disclosure standards of the listing rules (including any additional listing rules or prospectus schemes) of the SIX Swiss Exchange. Accordingly, the Notes may not be publicly offered, sold or advertised, directly or indirectly, in, into or from Switzerland.

### *Notice to Prospective Investors in Hong Kong*

The Notes have not been and will not be offered or sold in Hong Kong Special Administrative Region of the People’s Republic of China (“Hong Kong”) by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap.32, Laws of Hong Kong) (the “CO”), or (ii) to “professional investors” within the meaning of the Securities and Futures Ordinance (Cap.571, Laws of Hong Kong) (the “SFO”) and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a “prospectus” within the meaning of the CO, and no advertisement, invitation or document relating to the Notes has been or will be issued or in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” within the meaning of the SFO and any rules made thereunder.

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The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the offering. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.

### *Notice to Prospective Investors in Japan*

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended (the “FIEA”)). The Notes may not be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (including any person

resident in Japan or any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to or for the benefit of any resident of Japan, except pursuant to an exemption from the registration requirements of the FIEA and otherwise in compliance with any relevant laws and regulations of Japan.

### ***Notice to Prospective Investors in Singapore***

This prospectus supplement and the accompanying prospectus have not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus supplement, the accompanying prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes may not be circulated or distributed, nor may the Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”)), (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, in each case subject to the conditions set forth in the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is a corporation (which is not an accredited investor as defined in Section 4A of the SFA) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor, the securities (as defined in Section 239(1) of the SFA) of that corporation shall not be transferable for 6 months after that corporation has acquired the Notes under Section 275 of the SFA except: (a) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA), (b) where such transfer arises from an offer in that corporation’s securities pursuant to Section 275(1A) of the SFA, (c) where no consideration is or will be given for the transfer, (d) where the transfer is by operation of law, (e) as specified in Section 276(7) of the SFA, or (6) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore (“Regulation 32”).

Where the Notes are subscribed or purchased under Section 275 by a relevant person which is:

- (a) a corporation (which is not an Accredited Investor) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an Accredited Investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an Accredited Investor, then securities or securities-based derivatives contracts (each as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries’ rights and interest in that trust shall not be transferable for 6 months after that corporation or that trust has acquired the Notes under Section 275 except: (i) to an Institutional Investor under Section 274 of the SFA or to a Relevant Person, or any person pursuant to Section 275(1A) (in the case of that corporation) or Section 276(4)(i)(B) (in the case of that trust), and in accordance with the conditions specified in Section 275 of the SFA; (ii) where no consideration is given for the transfer; or (iii) by operation of law.

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Singapore Securities and Futures Act Product Classification—Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the SFA, the Company has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the Notes are “prescribed capital markets products” (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

### ***Notice to Prospective Investors in Korea***

The Notes may not be offered, sold and delivered directly or indirectly, or offered or sold to any person for reoffering or resale, directly or indirectly, in the Republic of Korea (“Korea”) or to any resident of Korea except pursuant to the applicable laws and regulations of Korea, including the Korea Securities and Exchange Act and the Foreign Exchange Transaction Law and the decrees and regulations thereunder. The Notes have not been and will not be registered with the Financial Services Commission of Korea for public offering in Korea. Furthermore, the Notes may not be resold to Korean residents unless the purchaser of the Notes complies with all applicable regulatory requirements (including but not limited to government approval requirements under the Foreign Exchange Transaction Law and its subordinate decrees and regulations) in connection with the purchase of the Notes.

### ***Notice to Prospective Investors in Taiwan***

The Notes have not been and will not be registered or filed with, or approved by, the Financial Supervisory Commission of Taiwan and/or any other regulatory authority of Taiwan pursuant to relevant securities laws and regulations and may not be sold, issued or offered within Taiwan through a public offering or in circumstances which could constitute an offer within the meaning of the Securities and Exchange Act of Taiwan or relevant laws and regulations that require a registration, filing or approval of the Financial Supervisory Commission of Taiwan and/or other regulatory authority of Taiwan. No person or entity in Taiwan has been authorized to offer or sell the Notes in Taiwan.

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[Table of Contents](#)**LEGAL MATTERS**

Various legal matters will be passed upon for us by Latham & Watkins LLP, District of Columbia, as to matters of U.S. federal and New York state law, and Woodburn and Wedge, Reno, Nevada, as to matters of Nevada state law. Various matters will be passed upon for the underwriters by Davis Polk & Wardwell LLP, New York, New York, as to matters of U.S. federal and New York state law.

**EXPERTS**

The consolidated financial statements of DXC Technology Company and subsidiaries, incorporated in this prospectus supplement and the accompanying prospectus by reference from the Company's Annual Report on Form 10-K, and the effectiveness of DXC Technology Company and subsidiaries' internal control over financial reporting, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports, which are incorporated herein by reference. Such consolidated financial statements have been so incorporated in reliance upon the reports of such firm given their authority as experts in accounting and auditing.

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[Table of Contents](#)**WHERE YOU CAN FIND MORE INFORMATION**

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any reports, statements or other information on file at the Internet website maintained by the SEC at <http://www.sec.gov>.

THIS PROSPECTUS SUPPLEMENT INCORPORATES DOCUMENTS BY REFERENCE WHICH ARE NOT PRESENTED IN OR DELIVERED WITH THIS PROSPECTUS. WE HAVE NOT AUTHORIZED ANYONE TO PROVIDE YOU WITH INFORMATION THAT IS DIFFERENT FROM OR IN ADDITION TO THE INFORMATION CONTAINED IN THIS PROSPECTUS SUPPLEMENT, IN THE ACCOMPANYING PROSPECTUS AND IN THE DOCUMENTS THAT WE HAVE INCORPORATED BY REFERENCE IN THIS PROSPECTUS SUPPLEMENT. WE TAKE NO RESPONSIBILITY FOR, AND CAN PROVIDE NO ASSURANCE AS TO THE RELIABILITY OF, ANY OTHER INFORMATION THAT OTHERS MAY GIVE YOU.

We incorporate information into this prospectus supplement by reference, which means that we disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is deemed to be part of this prospectus supplement, except to the extent superseded by information contained in this prospectus supplement or by information contained in documents filed with the SEC after the date of this prospectus supplement. This prospectus supplement incorporates by reference the documents set forth below that have been previously filed with the SEC; provided, however, that we are not incorporating any documents or information deemed to have been furnished rather than filed in accordance with SEC rules. These documents contain important information about us and our financial condition.

- Annual Report on [Form 10-K](#) for the fiscal year ended March 31, 2019, filed with the SEC on June 13, 2019;
- Definitive Proxy Statement on [Schedule 14A](#), filed with the SEC on June 28, 2019 (but only the information set forth therein that is incorporated by reference into Part III of DXC's Annual Report on [Form 10-K](#) for the fiscal year ended March 31, 2019);
- Quarterly Reports on Form 10-Q for the fiscal quarter ended June 30, 2019, filed with the SEC on [August 9, 2019](#), for the fiscal quarter ended September 30, 2019, filed with the SEC on [November 12, 2019](#), and for the fiscal quarter ended December 31, 2019, filed with the SEC on [February 7, 2020](#); and
- Current Reports on Form 8-K filed with the SEC on [May 23, 2019](#), [June 14, 2019](#), [June 17, 2019](#), [August 16, 2019](#), [August 19, 2019](#), [September 12, 2019](#), [December 18, 2019](#), [February 6, 2020](#), [March 12, 2020](#), [March 24, 2020](#) and [April 2, 2020](#).

We also incorporate by reference any future filings that we may make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus supplement and the date all of the securities offered by this prospectus supplement are sold or the offering is otherwise terminated, with the exception of any information furnished under Item 2.02 and Item 7.01 of Form 8-K, which is not deemed filed and which is not incorporated by reference in this prospectus supplement. Any such filings shall be deemed to be incorporated by reference and to be a part of this prospectus supplement from the respective dates of filing of those documents.

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We will provide without charge upon written or oral request to each person, including any beneficial owner, to whom a prospectus supplement is delivered, a copy of any and all of the documents which are incorporated by reference in the registration statement of which this prospectus supplement and the accompanying prospectus are a part but not delivered with this prospectus supplement (other than exhibits unless such exhibits are specifically incorporated by reference in such documents). You may request a copy of these documents by writing or telephoning us at:

Investor Relations Department  
DXC Technology Company  
1775 Tysons Boulevard  
Tysons, Virginia 22102  
(703) 245-9700.

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# DXC Technology Company

## Debt Securities

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By this prospectus, we may offer and sell from time to time debt securities.

This prospectus provides you with a general description of the debt securities we may offer.

Each time debt securities are sold using this prospectus, we will provide a supplement to this prospectus that contains specific information about the offering. The supplement may also add, update or change information contained in this prospectus. You should read this prospectus and any supplement carefully before you invest.

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**Investing in these debt securities involves certain risks. You should read “[Risk Factors](#)” in this prospectus and the risks and uncertainties described in any applicable prospectus supplement and any related free writing prospectus, and under similar headings in the other documents that are incorporated or deemed incorporated by reference into this prospectus, for more information about important risks that you should consider before you invest.**

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Neither the Securities and Exchange Commission (the “SEC”) nor any state securities commission has approved or disapproved these debt securities, or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The debt securities may be offered and sold directly to purchasers or to or through underwriters, dealers or agents as designated from time to time, or directly to one or more other purchasers or through a combination of such methods. See “Plan of Distribution” on page 17. If any underwriters, dealers or agents are involved in the sale of any of the debt securities, their names, and any applicable purchase price, fee, commission or discount arrangements between or among them, will be set forth, or will be calculable from the information set forth, in the applicable prospectus supplement.

**The date of this prospectus is August 14, 2017.**

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**ABOUT THIS PROSPECTUS**

This prospectus is part of a registration statement that we filed with the SEC utilizing a “shelf” registration process. Under this shelf process, we may sell, at any time and from time to time, in one or more offerings, any of the debt securities described in this prospectus. This prospectus provides you with a general description of the debt securities we may offer. Each time we sell debt securities, we will provide a prospectus supplement that will contain specific information about the terms of that offering. The prospectus supplement may also add, update or change information contained in this prospectus. You should read both this prospectus and any prospectus supplement together with additional information described under the heading “Where You Can Find More Information.”

The prospectus supplement also will contain, with respect to the debt securities being sold, the names of any underwriters, dealers or agents, together with the terms of the offering, any initial public offering price, the price paid to us for the debt securities, the manner of distribution, the compensation of any underwriters, dealers or agents and the net proceeds to us. For more detail on the terms of the debt securities, you should read the exhibits filed with or incorporated by reference in our registration statement of which this prospectus forms a part.

Pursuant to this registration statement, we may offer, issue and sell debt securities as set forth on the cover page of this prospectus. Because we are a “well-known seasoned issuer,” as defined in Rule 405 under the Securities Act of 1933, as amended (the “Securities Act”), we may add to and offer additional debt securities by filing a prospectus supplement with the SEC at the time of the offer. In addition, we are able to add our subsidiaries and debt securities to be issued by them if we guarantee such debt securities.

We prepare our financial statements in U.S. dollars and prepare our financial statements, including all of the financial statements incorporated by reference in this prospectus, in conformity with accounting principles generally accepted in the United States, or “GAAP.” We report our results based on a fiscal year that ends on March 31st. In this prospectus, except where otherwise indicated, references to “\$” or “dollars” are to the lawful currency of the United States.

This prospectus contains summaries of certain provisions contained in some of the documents described herein. Please refer to the actual documents

for complete information. All of the summaries are qualified in their entirety by the actual documents. Copies of the documents referred to herein have been filed, or will be filed or incorporated by reference as exhibits to the registration statement of which this prospectus is a part, and you may obtain copies of those documents as described below under “Where You Can Find More Information.”

**We are only responsible for the information contained in or incorporated by reference in this prospectus, any accompanying prospectus supplement or any free writing prospectus. We have not authorized anyone to provide any information other than that contained or incorporated by reference in this prospectus, in any accompanying prospectus supplement and in any free writing prospectus prepared by or on behalf of us or to which we have referred you. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We are not making an offer to sell any debt securities in any jurisdiction where the offer or sale is not permitted. You should not assume that the information contained in this prospectus or any prospectus supplement or in any such free writing prospectus is accurate as of any date other than their respective dates. In the case of information contained in documents we file with the SEC and incorporate by reference in this prospectus, you should assume that such information is accurate only as of the respective dates of those documents. Our business, financial condition, results of operations and prospects may have changed since those dates.**

As used in this prospectus, unless otherwise specified or where it is clear from the context that the term only means the issuer, the terms “DXC,” the “Company,” “we,” “us,” and “our” refer to DXC Technology Company and its consolidated subsidiaries. The term “CSC” refers to Computer Sciences Corporation and its consolidated subsidiaries. References to “debt securities” include any security that we might sell under this prospectus or any prospectus supplement.

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### CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

All statements and assumptions contained in this prospectus and in the documents incorporated by reference herein that do not directly and exclusively relate to historical facts constitute “forward-looking statements.” Forward-looking statements often include words such as “anticipates,” “believes,” “estimates,” “expects,” “forecast,” “goal,” “intends,” “objective,” “plans,” “projects,” “strategy,” “target” and “will” and words and terms of similar substance in connection with discussions of future operating or financial performance. These statements represent current expectations and beliefs, and no assurance can be given that the results described in such statements will be achieved.

Forward-looking statements include, among other things, statements with respect to DXC’s financial condition, results of operations, cash flows, business strategies, operating efficiencies or synergies, competitive position, growth opportunities, plans and objectives of management and other matters. Such statements are subject to numerous assumptions, risks, uncertainties and other factors that could cause actual results to differ materially from those described in such statements, many of which are outside of DXC’s control. Important factors that could cause actual results to differ materially from those described in forward-looking statements include, but are not limited to:

- the integration of DXC with CSC’s business, operations and culture and the ability to operate as effectively and efficiently as expected, and the combined company’s ability to successfully manage and integrate acquisitions generally;
- the ability to realize the synergies and benefits expected to result from the Transactions (as defined below) within the anticipated time frame or in the anticipated amounts;
- other risks related to the Transactions including anticipated tax treatment, unforeseen liabilities, and future capital expenditures;
- changes in governmental regulations or the adoption of new laws or regulations that may make it more difficult or expensive to operate our business;
- changes in senior management, the loss of key employees or the ability to retain and hire key personnel and maintain relationships with key business partners;
- business interruptions in connection with our technology systems;
- the competitive pressures faced by our business;
- the effects of macroeconomic and geopolitical trends and events;
- the need to manage third-party suppliers and the effective distribution and delivery of our products and services;
- the protection of our intellectual property assets, including intellectual property licensed from third parties;
- the risks associated with international operations;
- the development and transition of new products and services and the enhancement of existing products and services to meet customer needs and respond to emerging technological trends;



- the execution and performance of contracts by us and our suppliers, customers, clients and partners;
- the resolution of pending investigations, claims and disputes; and
- the other factors described under the caption “Risk Factors” of this prospectus and incorporated by reference in this prospectus and in any prospectus supplement.

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No assurance can be given that any goal or plan set forth in any forward-looking statement can or will be achieved, and readers are cautioned not to place undue reliance on such statements, which speak only as of the date they are made. We do not undertake any obligation to update or release any revisions to any forward-looking statement or to report any events or circumstances after the date of this prospectus or to reflect the occurrence of unanticipated events, except as required by law.

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### **RISK FACTORS**

Investing in our debt securities involves risks. In connection with any investment in our debt securities, you should consider carefully (i) the factors incorporated by reference into this prospectus, including from our quarterly report on Form 10-Q filed with the SEC on August 9, 2017 and our Registration Statement on Form S-4/A filed with the SEC on February 24, 2017, (ii) the other information set forth elsewhere in this prospectus and in the documents incorporated by reference into this prospectus and (iii) any risk factors set forth in the applicable prospectus supplement.

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### **ABOUT DXC**

DXC is the world’s leading independent, end-to-end IT services company, helping clients harness the power of innovation to thrive on change. DXC serves nearly 6,000 private and public sector clients across 70 countries. The company’s technology independence, global talent and extensive partner network combine to deliver powerful next-generation IT services and solutions. DXC is recognized among the best corporate citizens globally. DXC’s reportable segments are Global Business Services (“GBS”), Global Infrastructure Services (“GIS”) and United States Public Services (“USPS”).

DXC was formed pursuant to a series of transactions through which DXC was spun off from Hewlett Packard Enterprise Company and a wholly-owned subsidiary of DXC was merged with CSC (the “Transactions”). Following completion of the Transactions, DXC became a separate publicly traded company, and its common stock began regular-way trading under the symbol “DXC” on the New York Stock Exchange (the “NYSE”) on April 3, 2017. You should read this prospectus and any prospectus supplement together with the additional information contained under the heading “Where You Can Find More Information” for more information regarding the Transactions and DXC.

DXC is incorporated in the State of Nevada. Our principal executive offices, including our global headquarters, are located at 1775 Tysons Boulevard, Tysons, Virginia 22102 and our telephone number at that address is (703) 245-9700. DXC’s website address is [www.dxc.technology](http://www.dxc.technology). This is a textual reference only. The information on, or accessible through, DXC’s website is not part of this prospectus and should not be relied upon in connection with making any investment decision with respect to any debt securities.

### **RECENT DEVELOPMENTS**

The Company modified its segment reporting and retroactively reflected the legal capital of DXC on April 1, 2017 as recasted within the Company’s Form 10-Q as of and for the three months ended June 30, 2017.

As a result of the Merger, DXC now has a separate operating segment, United States Public Sector, and changed its primary segment performance measure to segment profit from the previously reported consolidated segment operating income. Segment profit includes certain corporate general and administrative costs and excludes certain costs associated with impacts from corporate wide strategic decisions. Segment profit for GBS, GIS, and All

Other were \$492 million, \$306 million, and (\$180) million for fiscal year 2017; \$417 million, \$239 million, and (\$251) million for fiscal year 2016; and \$542 million, \$276 million, and (\$343) million for fiscal year 2015, respectively.

In addition, the Company effected a recapitalization of its Common Stock and Preferred Stock (the “Recapitalization”). The Recapitalization, which converted our historical share price from par value \$1.00 to par value \$0.01 per share, resulted in no change to our total stockholders’ equity or earnings per share.

We did not reissue the audited financial statements incorporated by reference in the Registration Statement to reflect such change in the segment performance measure and the components of equity. These changes will be incorporated the next time the audited periods are issued or reissued.

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### USE OF PROCEEDS

Unless otherwise indicated in a prospectus supplement, the net proceeds from the sale of the debt securities will be used for general corporate purposes including, but not limited to, working capital, acquisitions, retirement of debt and other business opportunities.

### RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth the consolidated ratio of earnings to fixed charges for (i) DXC on a historical basis and (ii) CSC on a historical basis, for each of the fiscal years in the last five-year period.

For the purpose of computing these ratios, “earnings” consists of income before taxes, interest and expense on indebtedness and the interest portion of rentals. “Fixed charges” consists of interest expense, rental expense and capitalized interest. The ratio was calculated by dividing the sum of the earnings (as defined above) by the sum of the fixed charges (as defined above).

	Three Months Ended June 30, 2017	Fiscal year Ended				
		March 31, 2017	April 1, 2016	April 3, 2015	March 28, 2014	March 29, 2013
Ratio of earnings to fixed charges	2.1	— (a)	1.0	— (b)	4.6	— (c)

(a) Earnings were insufficient to cover fixed charges during fiscal 2017 by \$175 million.

(b) Earnings were insufficient to cover fixed charges during fiscal 2015 by \$674 million.

(c) Earnings were insufficient to cover fixed charges during fiscal 2013 by \$249 million.

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### DESCRIPTION OF THE DEBT SECURITIES

*The following summary describes the general terms and provisions of the debt securities covered by this prospectus. When we offer to sell a particular series of debt securities, we will describe in a prospectus supplement the specific terms of, and the extent, if any, to which the general terms set forth below do not apply to, such debt securities. Accordingly, for a description of the terms of a particular issue of debt securities, reference must be made to both the prospectus supplement relating thereto and to the following description. If any information set forth in a prospectus supplement regarding the terms and provisions of a particular series of debt securities is inconsistent with the information set forth below, the information in the prospectus supplement will supersede and replace the information in this prospectus.*

*Because the following is a summary, it may not contain all the information that may be important to you. For further information, you should read the indenture, which is an exhibit to the registration statement of which this prospectus is a part. A copy of the indenture is also available from us upon request at the contact information specified in “Where You Can Find More Information.” This summary is subject to, and qualified in its entirety by reference to, all the provisions of the indenture, including definitions of certain terms used in it.*

This prospectus describes certain general terms and provisions of the debt securities. The debt securities will constitute senior debt of DXC and will represent its general obligations. These senior debt securities will rank equally and pari passu with all other unsecured and unsubordinated senior debt of DXC from time to time outstanding. In general, the holders of all senior indebtedness are first entitled to receive payment of the full amount unpaid on senior indebtedness before the holders of any subordinated debt securities are entitled to receive a payment on account of the principal or interest on the

indebtedness evidenced by any such subordinated debt securities in certain events.

The debt securities covered by this prospectus will be issued under an indenture dated March 27, 2017 (the “indenture”) between DXC and U.S. Bank National Association, as trustee (the “trustee”), as supplemented from time to time. We have summarized certain terms and provisions of the indenture. The summary is not complete. The indenture has been incorporated by reference as an exhibit to the registration statement for these debt securities that we have filed with the SEC. You should read the indenture for the provisions which may be important to you. The indenture is subject to and governed by the Trust Indenture Act of 1939, as amended.

The indenture will not limit the amount of debt securities which we may issue. We may issue debt securities up to an aggregate principal amount as we may authorize from time to time. The prospectus supplement will describe the terms of any debt securities being offered, including:

- the title of the debt securities of the series to be issued, including CUSIP numbers, if available;
- the designation and aggregate principal amount of the debt securities;
- the price or prices at which the debt securities will be issued, including whether the securities will be issued at par or at a premium over or a discount from their face amount;
- the date or dates on which the principal of the debt securities of the series is payable or the method of determination thereof;
- the maturity date;
- the interest rate, if any, and the method for calculating the interest rate;
- the right, if any, to extend interest payment periods and the duration of the extension;
- the interest payment dates and the record dates for the interest payments;
- the place and dates on which premium will be paid, if any;
- the place where we will pay principal and interest, and the place where the debt securities may be presented for transfer;

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- any mandatory or optional redemption terms or prepayment, conversion, sinking fund or exchangeability or convertability provisions;
- if other than denominations of \$2,000 or integral multiples of \$1,000 in excess thereof, the denominations the debt securities will be issued in;
- whether the debt securities will be issued in the form of global securities or certificates;
- a discussion of any material United States federal income tax considerations applicable to the debt securities;
- additional provisions, if any, relating to the defeasance of the debt securities;
- the portion of principal amount of the debt securities payable upon declaration of acceleration of the maturity date, if other than the principal amount;
- any deletion from, modification of or addition to the Events of Default or covenants provided for with respect to the debt securities and any change in the acceleration provisions provided for with respect to the debt securities;
- any agents for the debt securities, including trustees, depositories, authentication or paying agents, transfer agents or registrars;
- our right, if any, to defer payment of interest and the maximum length of this deferral period;
- the currency or currencies, if other than the currency of the United States, in which principal and interest will be paid;
- any listing on a securities exchange;
- the initial public offering price; and
- any other terms of the debt securities of such series (which are not prohibited under the indenture), including any additional events of default or covenants.

## **Events of Default**

Each of the following is an event of default with respect to each series of debt securities issued under the indenture:

- 1) default in paying interest on the debt securities of a series when due and the default continues for a period of 90 days or more and the time for

payment has not been extended or deferred;

- 2) default in paying principal, or premium, if any, on the debt securities of that series when due;
- 3) default in the performance, or breach, of any covenant in the indenture (other than defaults specified in clause (1) or (2) above) and the default or breach continues for a period of 90 days or more after DXC receives written notice from the trustee or the holders of at least 25% in aggregate principal amount of the outstanding debt securities of that series;
- 4) if any of DXC's Indebtedness in the aggregate outstanding principal amount of \$250 million or more either (1) becomes due and payable prior to the due date for payment of such Indebtedness by reason of acceleration of such Indebtedness following a default by DXC or (2) is not repaid at, and remains unpaid after, maturity as extended by any applicable period of grace or any guarantee given by DXC in respect of Indebtedness of any other person in the aggregate outstanding principal amount of \$250 million or more is not honored when, and remains dishonored after, becoming due; and
- 5) certain events of bankruptcy, insolvency, reorganization.

If an event of default (other than an event of default specified in clause (5) with respect to DXC) under the indenture occurs with respect to the debt securities of a series and is continuing, then the trustee may and, at the

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direction of the holders of at least 25% in principal amount of the outstanding debt securities of such series, will by written notice, require DXC to repay immediately the entire principal amount of the outstanding debt securities of such series, together with all accrued and unpaid interest and premium, if any.

If an event of default under the indenture specified in clause (5) with respect to DXC occurs and is continuing, then the entire principal amount of the outstanding debt securities of a series will automatically become due immediately and payable without any declaration or other act on the part of the trustee or any holder.

After a declaration of acceleration or any automatic acceleration under clause (5) described above, the holders of a majority in principal amount of outstanding debt securities of a series may rescind this accelerated payment requirement if all existing Events of Default with respect to the debt securities of such series, except for nonpayment of the principal and interest on the debt securities of such series that has become due solely as a result of the accelerated payment requirement, have been cured or waived and if the rescission of acceleration would not conflict with any judgment or decree. The holders of a majority in principal amount of the outstanding debt securities of a series also have the right to waive past defaults, except a default in paying principal or interest on any outstanding debt securities of a series, or in respect of a covenant or a provision that cannot be modified or amended without the consent of all holders of the debt securities of such series.

Holders of at least 25% in principal amount of the outstanding debt securities of a series may seek to institute a proceeding only after they have made written request to the trustee to institute a proceeding and have offered security or indemnity satisfactory to the trustee against the costs, expenses and liabilities to be incurred in compliance with such request, and the trustee has failed to do so within 60 days after it received this notice. In addition, within this 60-day period the trustee must not have received directions inconsistent with this written request by holders of a majority in principal amount of the outstanding debt securities of a series. These limitations do not apply, however, to a suit instituted by a holder of a debt security for the enforcement of the payment of principal, interest or any premium on or after the due dates for such payment with respect to such debt security.

During the existence of an event of default of which a responsible officer of the trustee has actual knowledge or has received written notice from DXC or any holder of the debt securities, the trustee is required to exercise the rights and powers vested in it under the indenture and use the same degree of care and skill in its exercise as a prudent person would under the circumstances in the conduct of that person's own affairs. If an event of default has occurred and is continuing, the trustee is not under any obligation to exercise any of its rights or powers at the request or direction of any of the holders unless the holders have offered to the trustee security or indemnity as the trustee may reasonably require. Subject to certain provisions, the holders of a majority in principal amount of the outstanding debt securities of any series have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee, or exercising any trust, or power conferred on the trustee.

A holder of debt securities will only have the right to institute a proceeding under the indenture or to appoint a receiver or trustee, or to seek other remedies if:

- the holder has given written notice to the trustee of a continuing event of default;
  - the holders of at least 25% in aggregate principal amount of the then outstanding debt securities of a series have made a written request, and such holders have offered indemnity satisfactory to the trustee against the costs, expenses and liabilities to be incurred in compliance with such request; and
- the trustee does not institute such proceeding, and does not receive from the holders of a majority in aggregate principal amount of the then

outstanding debt securities of such series other conflicting directions within 60 days after such notice, request and offer.

DXC is required to furnish to the trustee an annual statement as to compliance with all conditions and covenants under the indenture.

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“*Indebtedness*” of any specified person as used in this section means, without duplication, any indebtedness, whether or not contingent, in respect of borrowed money or evidenced by bonds, notes, debentures or similar instruments or obligations under capital leases, except any such balance that constitutes an accrued expense or trade payable, if and to the extent any of the foregoing indebtedness would appear as a liability upon an unconsolidated balance sheet of such person in accordance with GAAP (but does not include contingent liabilities which appear only in a footnote to a balance sheet); provided that Indebtedness shall exclude (i) Indebtedness that is required to be converted at, or prior to, maturity into equity securities of DXC, and (ii) advances and overdrafts in respect of cash pooling and multi-currency notional pooling programs.

“*GAAP*” as used in this section means generally accepted accounting principles set forth in the opinions and pronouncements of the Public Company Accounting Oversight Board (United States) and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect as of the date of the indenture.

### **Modification and Waiver**

DXC and the trustee may amend or modify the indenture or the debt securities without the consent of any holder of debt securities in order to:

- cure ambiguities, defects or inconsistencies;
- provide for the assumption of DXC’s obligations in the case of a merger or consolidation and DXC’s discharge upon such assumption;
- make any change that would provide any additional rights or benefits to the holders of the debt securities of any series or to surrender any right or power herein conferred upon DXC;
- provide for or add guarantors with respect to the debt securities of any series and provide the terms of such guarantees;
- secure the debt securities of any series;
- establish the form or forms of debt securities of a series;
- qualify the indenture under the Trust Indenture Act;
- to permit or facilitate the defeasance and discharge of the debt securities of a series; provided, however, that any such action shall not adversely affect the interest of the holders of debt securities of such series in any material respect;
- to evidence and provide for the acceptance under the indenture of a successor trustee;
- to provide for uncertificated debt securities in addition to or in place of certificated debt securities;
- conform any provision in the indenture to this “Description of the Debt Securities” to the extent that such provision was intended to be a verbatim recitation of a provision in this “Description of the Debt Securities”; or
- make any change that does not adversely affect the rights of any holder of debt securities of such series in any material respect.

Other amendments and modifications of the indenture or the debt securities of any series may be made with the consent of the holders of not less than a majority of the aggregate principal amount of the outstanding debt securities of a series affected by the amendment or modification (voting as one class), and DXC’s compliance with any provision of the indenture with respect to any series of debt securities may be waived by written notice to the trustee by the holders of a majority of the aggregate principal amount of the outstanding debt securities of

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each series affected by the waiver (voting as one class). However, no modification or amendment may, without the consent of the holder of each outstanding debt security of a series affected:

- reduce the principal amount, or extend the fixed maturity, of the debt securities of such series, alter or waive the redemption provisions of the debt securities of such series;

- change the currency in which principal, any premium or interest is paid;
- reduce the percentage in principal amount outstanding of debt securities of such a series which must consent to an amendment, supplement or waiver or consent to take any action;
- impair the right to institute suit for the enforcement of any payment on the debt securities of such a series;
- waive a payment default with respect to the debt securities of such a series;
- reduce the interest rate or extend the time for payment of interest on the debt securities of such a series; or
- adversely affect the ranking of the debt securities of such a series.

## Covenants

### *Consolidation, Merger or Sale of Assets*

DXC will not consolidate or combine with or merge with or into or, directly or indirectly, sell, assign, convey, lease, transfer or otherwise dispose of all or substantially all of its assets to any person or persons in a single transaction or through a series of transactions, unless:

- DXC shall be the continuing person or, if DXC is not the continuing person, the resulting, surviving or transferee person (the “surviving entity”) is a company organized and existing under the laws of the United States or any State or territory;
- the surviving entity will expressly assume all of DXC’s obligations under the debt securities and the indenture, and will, if required by law to effectuate the assumption, execute a supplemental indenture which will be delivered to the trustee;
- immediately after giving effect to such transaction or series of transactions on a pro forma basis, no event of default has occurred and is continuing; and
- DXC or the surviving entity will have delivered to the trustee an officer’s certificate and opinion of counsel stating that the transaction or series of transactions and a supplemental indenture, if any, complies with this covenant and that all conditions precedent in the indenture relating to the transaction or series of transactions have been satisfied.

The restrictions in the third and fourth bullets of the preceding paragraph shall not be applicable to:

- the merger or consolidation of DXC with an affiliate of DXC if DXC’s board of directors determines in good faith that the purpose of such transaction is principally to change its state of incorporation or convert its form of organization to another form; or
- the merger of DXC with or into a single direct or indirect wholly-owned subsidiary of DXC.

If any consolidation or merger or any sale, assignment, conveyance, lease, transfer or other disposition of all or substantially all of DXC’s assets occurs in accordance with the indenture, the successor corporation will succeed to, and be substituted for, and may exercise every right and power of DXC under the indenture with the same effect as if such successor corporation had been named in its place in the indenture.

Notwithstanding the foregoing, DXC may consolidate or combine with or merge with or into another corporation, solely for the purpose of reincorporating DXC in the United States, any state thereof, the District of Columbia or any territory thereof.

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### SEC Reports

So long as the debt securities of any series are outstanding, DXC shall furnish to the Trustee, within 15 days after the filing of the same with the SEC, copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may from time to time by rules and regulations prescribe) which DXC (or, should DXC at such time be a wholly-owned subsidiary of another person and not making separate filings with SEC, such person) files with the SEC pursuant to Section 13 or Section 15(d) of the Exchange Act, and comply with the other provisions of Section 314(a) of the Trust Indenture Act.

DXC will be deemed to have furnished such reports referred to in this section to the trustee and the noteholders if DXC has filed such reports with the SEC via the EDGAR filing system and such reports are publicly available.

In the event that any direct or indirect parent company of DXC becomes a guarantor or co-issuer of the debt securities, it may satisfy its obligations under this covenant by furnishing information relating to such parent in the manner prescribed in the first and second paragraphs of this covenant.

Notwithstanding anything herein to the contrary, DXC will not be deemed to have failed to comply with its obligations under this covenant until 120



days after the date any report or other information is due hereunder.

### Satisfaction, Discharge and Covenant Defeasance

DXC may terminate its obligations under the indenture with respect to debt securities of any series, when:

- either:
  - all debt securities of such series that have been authenticated and delivered have been accepted by the trustee for cancellation; or
  - all debt securities of such series that have not been accepted by the trustee for cancellation will become due and payable within one year (a “discharge”) and DXC has made irrevocable arrangements satisfactory to the trustee for the giving of notice of redemption by such trustee in DXC’s name and at DXC’s expense, and DXC has irrevocably deposited or caused to be deposited with the trustee sufficient funds to pay and discharge the entire indebtedness on such debt securities, including principal, interest and any premium, which for purposes of this paragraph shall be calculated without applying any “present value discount” and using a Treasury Rate of no less than zero;
- DXC has paid or has caused to be paid all other sums then due and payable under the indenture with respect to the debt securities of such series; and
- DXC has delivered to the trustee an officer’s certificate and an opinion of counsel, each stating that all conditions precedent under the indenture relating to the satisfaction and discharge of the indenture with respect to such series of debt securities have been complied with.

DXC may elect to have its obligations under the indenture discharged with respect to the debt securities of any series (“legal defeasance”). Legal defeasance means that DXC will be deemed to have paid and discharged the entire indebtedness represented by the debt securities, except for:

- the rights of holders of the debt securities of such series to receive principal, interest and any premium when due;
- obligations with respect to the debt securities of such series concerning issuing temporary debt securities, registration of transfer of debt securities, mutilated, destroyed, lost or stolen debt securities and the maintenance of an office or agency for payment for note payments held in trust;

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- the rights, powers, trusts, duties and immunities of the trustee; and
- the defeasance provisions of the indenture.

In addition, DXC may elect to have its obligations with respect to a series of debt securities released with respect to certain covenants in the indenture (“covenant defeasance”). Following covenant defeasance, any omission to comply with these obligations will not constitute a default or an event of default with respect to the debt securities of such series. In the event covenant defeasance occurs, certain events, not including non-payment, bankruptcy and insolvency events, described under “Events of Default” will no longer constitute an event of default with respect to such series of debt securities.

In order to exercise either legal defeasance or covenant defeasance with respect to outstanding debt securities of a series:

- DXC must irrevocably have deposited or caused to be deposited with the trustee funds for the purpose of making the following payments, specifically pledged as security for, and dedicated solely to the benefits of the holders of the debt securities of such series:
  - money in an amount;
  - U.S. Government Obligations; or
  - a combination of money and U.S. Government Obligations,

in each case sufficient without reinvestment, in the written opinion of an internationally recognized firm of independent public accountants to pay and discharge, and which shall be applied by the trustee to pay and discharge, all of the principal, interest and any premium at due date or maturity of such series or if DXC has made irrevocable arrangements satisfactory to the trustee for the giving of notice of redemption by the trustee in its name and at its expense, the redemption date;

- in the case of legal defeasance, DXC has delivered to the trustee an opinion of counsel reasonably acceptable to the trustee stating that, as a result of an Internal Revenue Service ruling or a change in applicable federal income tax law, the beneficial owners of the debt securities of such series will not recognize gain or loss for federal income tax purposes as a result of the deposit, defeasance and discharge to be effected and will be subject to the same federal income tax as would be the case if the deposit, defeasance and discharge did not occur;
- in the case of covenant defeasance, DXC has delivered to the trustee an opinion of counsel reasonably acceptable to the trustee to the effect

that the beneficial owners of the debt securities of such series will not recognize gain or loss for U.S. federal income tax purposes as a result of the deposit and covenant defeasance to be effected and will be subject to the same federal income tax as would be the case if the deposit and covenant defeasance did not occur;

- no default has occurred and is continuing at the time of such deposit after giving effect to the deposit or, in the case of legal defeasance, no default relating to bankruptcy or insolvency has occurred and is continuing at any time on or before the 91st day after the date of such deposit, it being understood that this condition is not deemed satisfied until after the 91st day;
- the legal defeasance or covenant defeasance will not cause the trustee to have a conflicting interest within the meaning of the Trust Indenture Act, assuming all debt securities of such series were in default within the meaning of such Act;
- the legal defeasance or covenant defeasance will not result in a breach or violation of, or constitute a default under, any other agreement or instrument to which DXC is a party; and
- DXC has delivered to the trustee, an officer's certificate and an opinion of counsel stating that all conditions precedent with respect to the defeasance or covenant defeasance have been complied with.

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### **Governing Law**

The indenture and the debt securities for all purposes shall be governed by and construed in accordance with the laws of the State of New York.

### **The Trustee**

U.S. Bank National Association is trustee under the indenture. DXC may have other routine banking relationships with the trustee in the ordinary course of business.

### **No Personal Liability of Directors, Officers, Employees, Incorporators and Stockholders**

None of our past, present or future directors, officers, employees, incorporators or stockholders, as such, will have any liability for our obligations under the debt securities, the indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder by accepting a debt security waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the debt securities. The waiver may not be effective to waive liabilities under the federal securities laws.

### **Book-Entry System and Form of Debt Securities**

The debt securities will be issued in registered, global form (the "Global Notes") and will be deposited upon issuance with the trustee as custodian for The Depository Trust Company ("DTC"), in New York, New York, and registered in the name of DTC or its nominee, in each case, for credit to an account of a direct or indirect participant in DTC as described below.

The Global Notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee. Beneficial interests in the Global Notes may not be exchanged for definitive debt securities in registered certificated form ("Certificated Notes") except in the limited circumstances described below. See "—Exchange of Global Notes for Certificated Notes".

Transfers of beneficial interests in the Global Notes will be subject to the applicable rules and procedures of DTC and its direct or indirect participants (including, if applicable, those of Euroclear and Clearstream), which may change from time to time.

### **Depository Procedures**

The following description of the operations and procedures of DTC, Euroclear and Clearstream are provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them. We take no responsibility for these operations and procedures and urges investor to contact the system or their participants directly to discuss these matters.

DTC has advised us that DTC is a limited-purpose trust company created to hold securities for its participating organizations (collectively, the "Participants") and to facilitate the clearance and settlement of transactions in those securities between the Participants through electronic book-entry changes in accounts of its Participants. The Participants include securities brokers and dealers (including the underwriters), banks, trust companies, clearing corporations and certain other organizations. Access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly (collectively, the "Indirect Participants"). Persons who are not Participants may beneficially own securities held by or on behalf of DTC only through the Participants or the Indirect Participants. The ownership interests in, and transfers of ownership interests in, each security held by or on behalf of DTC are recorded on the records of the Participants and Indirect

Participants.

DTC has also advised us that, pursuant to procedures established by it, ownership of these interests in the Global Notes will be shown on, and the transfer of ownership of these interests will be effected only through,

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records maintained by DTC (with respect to the Participants) or by the Participants and the Indirect Participants (with respect to other owners of beneficial interest in the Global Notes).

Investors in the Global Notes who are Participants may hold their interests therein directly through DTC. Investors in the Global Notes who are not Participants may hold their interests therein indirectly through organizations (including Euroclear and Clearstream) which are Participants. All interests in a Global Note, including those held through Euroclear or Clearstream, may be subject to the procedures and requirements of DTC. Those interests held through Euroclear or Clearstream may also be subject to the procedures and requirements of such systems. The laws of some states require that certain persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer beneficial interests in a Global Note to such persons will be limited to that extent. Because DTC can act only on behalf of the Participants, which in turn act on behalf of the Indirect Participants, the ability of a person having beneficial interests in a Global Note to pledge such interests to persons that do not participate in the DTC system, or otherwise take actions in respect of such interests, may be affected by the lack of a physical certificate evidencing such interests.

**Except as described below, owners of interests in the Global Notes will not have debt securities registered in their names, will not receive physical delivery of debt securities in certificated form and will not be considered the registered owners or “holders” thereof under the indenture for any purpose.**

Payments in respect of the principal of, and interest and premium, if any, on a Global Note registered in the name of DTC or its nominee will be payable to DTC in its capacity as the registered holder under the indenture. Under the terms of the indenture, DXC and the trustee will treat the persons in whose names the debt securities, including the Global Notes, are registered as the owners of the debt securities for the purpose of receiving payments and for all other purposes. Consequently, neither DXC, the trustee nor any agent of DXC or the trustee has or will have any responsibility or liability for:

- (1) any aspect of DTC’s records or any Participant’s or Indirect Participant’s records relating to or payments made on account of beneficial ownership interest in the Global Notes or for maintaining, supervising or reviewing any of DTC’s records or any Participant’s or Indirect Participant’s records relating to the beneficial ownership interests in the Global Notes; or
- (2) any other matter relating to the actions and practices of DTC or any of its Participants or Indirect Participants.

DTC has advised us that its current practice, upon receipt of any payment in respect of securities such as the debt securities (including principal and interest), is to credit the accounts of the relevant Participants with the payment on the payment date unless DTC has reason to believe that it will not receive payment on such payment date. Each relevant Participant is credited with an amount proportionate to its beneficial ownership of an interest in the principal amount of the relevant security as shown on the records of DTC. Payments by the Participants and the Indirect Participants to the beneficial owners of debt securities will be governed by standing instructions and customary practices and will be the responsibility of the Participants or the Indirect Participants and will not be the responsibility of DTC, the trustee or DXC. Neither DXC nor the trustee will be liable for any delay by DTC or any of the Participants or the Indirect Participants in identifying the beneficial owners of the debt securities, and DXC and the trustee may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

Transfers between the Participants will be effected in accordance with DTC’s procedures, and will be settled in same-day funds, and transfers between participants in Euroclear and Clearstream will be effected in accordance with their respective rules and operating procedures.

Cross market transfers between the Participants, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected through DTC in accordance with DTC’s rules on behalf of Euroclear or

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Clearstream, as the case may be, by their respective depositaries; however, such cross market transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counterparty in such system in accordance with the rules and procedures and within the established deadlines (Brussels time) of such system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its respective depositary to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant Global Note in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear participants and

Clearstream participants may not deliver instructions directly to the depositories for Euroclear or Clearstream.

DTC has advised us that it will take any action permitted to be taken by a holder of debt securities only at the direction of one or more Participants to whose account DTC has credited the interests in the Global Notes and only in respect of such portion of the aggregate principal amount of the debt securities as to which such Participant or Participants has or have given such direction. However, if there is an event of default under the debt securities, DTC reserves the right to exchange the Global Notes for debt securities in certificated form, and to distribute such debt securities to its Participants.

Although DTC, Euroclear and Clearstream have agreed to the foregoing procedures to facilitate transfers of interests in the Global Notes among participants in DTC, Euroclear and Clearstream, they are under no obligation to perform or to continue to perform such procedures, and may discontinue such procedures at any time. None of DXC, the trustee and any of their respective agents will have any responsibility for the performance by DTC, Euroclear or Clearstream or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

### **Exchange of Global Notes for Certificated Notes**

If DTC is at any time unwilling or unable to continue as depository and a successor depository is not appointed by us within 90 days, we will issue the debt securities in definitive form in exchange for the Global Notes representing such debt securities. In this case, an owner of a beneficial interest in a Global Note will be entitled to physical delivery in definitive form of debt securities represented by such Global Note equal in principal amount to such beneficial interest and to have such debt securities registered in its name.

### **Same Day Settlement and Payment**

Secondary market trading between Participants will occur in the ordinary way in accordance with DTC's rules and will be settled in immediately available funds using DTC's Same-Day Funds Settlement System. Secondary market trading between Clearstream participants and Euroclear participants will occur in the ordinary way in accordance with the applicable rules and operating procedures of Clearstream and Euroclear and will be settled using the procedures applicable to conventional eurobonds in immediately available funds.

Because of time zone differences, the securities account of a Euroclear or Clearstream participant purchasing an interest in a Global Note from a Participant will be credited, and any such crediting will be reported to the relevant Euroclear or Clearstream participant, during the securities settlement processing day (which must be a business day for Euroclear and Clearstream) immediately following the settlement date of DTC. DTC has advised DXC that cash received in Euroclear or Clearstream as a result of sales of interests in a Global Note by or through a Euroclear or Clearstream participant to a Participant will be received with value on the settlement date of DTC but will be available in the relevant Euroclear or Clearstream cash account only as of the business day for Euroclear or Clearstream following DTC's settlement date.

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### **PLAN OF DISTRIBUTION**

We may sell our debt securities in any of the following ways:

- To or through underwriters;
- through brokers or dealers;
- through agents;
- directly to purchasers;
- through a specific bidding, ordering or auction process or otherwise; and
- any combination of these methods of sale.

Registration of the debt securities covered by this prospectus does not mean that those debt securities necessarily will be offered or sold.

The prospectus supplement with respect to the debt securities being offered will set forth the specific plan of distribution and the terms of the offering, including:

- the names of any underwriters, dealers or agents;
- the purchase price of the debt securities and the proceeds we will receive from the sale;
- any underwriting discounts, agency fees and other items constituting underwriters' or agents' compensation;

- any initial public offering price; and
- any discounts or concessions allowed or re-allowed or paid to dealers.

### **Underwriters**

If we use underwriters for a sale of debt securities, we will enter into an underwriting agreement with the underwriters. Unless we inform you otherwise in a prospectus supplement, the obligations of the underwriters to purchase the offered securities will be subject to certain conditions and the underwriters will be obligated to purchase all of the offered securities if any are purchased. The underwriters will acquire the debt securities for their own account. The underwriters may resell the securities in one or more transactions at a fixed public offering price, at market prices prevailing at the time of sale, at prices related to such prevailing market prices or at negotiated prices. The underwriters may change from time to time any initial public offering price and any discounts or concessions allowed or re-allowed or paid to dealers.

### **Dealers**

If we use dealers in a sale, we will sell the debt securities to the dealers as principals. The dealers may then resell such debt securities to the public at varying prices that they determine at the time of resale.

### **Agents**

If we use agents in a sale, unless we inform you otherwise in a prospectus supplement, the agents will act on a best-efforts basis to solicit purchases for the period of their appointment.

### **Compensation**

In connection with the sale of our debt securities, underwriters or agents may receive compensation from us or from purchasers of debt securities for whom they may act as agents in the form of discounts, concessions or

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commissions. Underwriters may sell debt securities to or through dealers, and such dealers may receive compensation in the form of discounts, concessions or commissions from the underwriters or commissions from the purchasers for whom they may act as agents. Any underwriting compensation paid by us to underwriters or agents in connection with an offering of debt securities, and any discounts, concessions or commissions allowed by underwriters to dealers, will be set forth in the applicable prospectus supplement.

Underwriters, dealers and agents participating in the distribution of the debt securities may be deemed to be underwriters as defined in the Securities Act of 1933, as amended (the “Securities Act”), and any discounts or commissions received by them from us and any profit realized by them on the resale of the debt securities may be treated as underwriting discounts and commissions under the Securities Act.

### **Direct Sales**

We may directly solicit offers to purchase our debt securities, and we may directly sell our debt securities to institutional investors or others, who may be deemed to be underwriters within the Securities Act with respect to any resales. We will describe the terms of any direct sales in a prospectus supplement.

### **Delayed Delivery Contracts**

We may authorize underwriters, dealers or agents to solicit offers from institutional investors to purchase debt securities from us at the public offering price under delayed delivery contracts. These contracts would provide for payment and delivery on a specified date in the future. If we use delayed delivery contracts, they will be subject only to those conditions that we set forth in a prospectus supplement, and the prospectus supplement will describe the commission payable for solicitation of those contracts.

### **General Information**

Underwriters, dealers and agents who participate in the distribution of the debt securities may be entitled, under agreements entered into with us, to indemnification against and contribution toward certain liabilities, including liabilities under the Securities Act. Underwriters, dealers or agents and their associates may be customers of, engage in transactions with, or perform services for us in the ordinary course of business.

Unless we inform you otherwise in a prospectus supplement, we do not intend to apply for the listing of any series of the debt securities on a national securities exchange. If the debt securities of any series are sold to or through underwriters, the underwriters may make a market in such debt securities, as

permitted by applicable laws and regulations. No underwriter would be obligated, however, to make a market in the debt securities, and any market-making could be discontinued at any time at the sole discretion of the underwriters. Accordingly, we cannot assure you as to the liquidity of, or trading markets for, the debt securities of any series.

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## LEGAL MATTERS

The validity of the debt securities in respect of which this prospectus is being delivered will be passed on for us by Davis Polk & Wardwell LLP and Woodburn and Wedge, Reno, Nevada. Any underwriters, dealers or agents will be advised by their own legal counsel about other issues relating to any offering.

## EXPERTS

The combined financial statements of the Enterprise Services Business of Hewlett Packard Enterprise Company (Everett SpinCo, Inc., subsequently renamed DXC Technology Company) at October 31, 2016 and 2015, and for each of the three years in the period ended October 31, 2016, appearing in Amendment No. 3 to Registration Statement of Everett SpinCo, Inc. on Form S-4 filed with the SEC on February 24, 2017 have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their report thereon, included therein, and incorporated herein by reference. Such combined financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

The consolidated financial statements of CSC, incorporated in this registration statement by reference from CSC's Annual Report on Form 10-K for the fiscal year ended March 31, 2017, and the effectiveness of CSC's internal control over financial reporting have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports, which are incorporated herein by reference. Such financial statements have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

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## WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and special reports, proxy statements and other information with the SEC. You may read and copy any reports, statements or other information on file at the SEC's public reference room at 100 F Street, N.E., Washington, D.C., 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. The SEC filings are also available to the public from commercial document retrieval services. These filings are also available at the Internet website maintained by the SEC at <http://www.sec.gov>.

**THIS PROSPECTUS INCORPORATES DOCUMENTS BY REFERENCE WHICH ARE NOT PRESENTED IN OR DELIVERED WITH THIS PROSPECTUS. YOU SHOULD RELY ONLY ON THE INFORMATION IN THIS PROSPECTUS, ANY ACCOMPANYING PROSPECTUS SUPPLEMENT AND IN THE DOCUMENTS THAT WE HAVE INCORPORATED BY REFERENCE IN THIS PROSPECTUS AND IN ANY PROSPECTUS SUPPLEMENT. WE HAVE NOT AUTHORIZED ANYONE TO PROVIDE YOU WITH INFORMATION THAT IS DIFFERENT FROM OR IN ADDITION TO THE INFORMATION CONTAINED IN THIS PROSPECTUS AND IN THE DOCUMENTS THAT WE HAVE INCORPORATED BY REFERENCE IN THIS PROSPECTUS. WE TAKE NO RESPONSIBILITY FOR, AND CAN PROVIDE NO ASSURANCE AS TO THE RELIABILITY OF, ANY OTHER INFORMATION THAT OTHERS MAY GIVE YOU.**

We incorporate information into this prospectus by reference, which means that we disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is deemed to be part of this prospectus, except to the extent superseded by information contained in this prospectus or by information contained in documents filed with the SEC after the date of this prospectus. This prospectus incorporates by reference the documents set forth below that have been previously filed with the SEC; provided, however, that we are not incorporating any documents or information deemed to have been furnished rather than filed in accordance with SEC rules. These documents contain important information about us and our financial condition.

- [Amendment No. 3](#) to Registration Statement of Everett SpinCo, Inc. (subsequently renamed DXC Technology Company) on Form S-4 filed with the SEC on February 24, 2017 (but only the items set forth under the captions "Risk Factors," "The Transactions," "The Transaction Agreements," "Debt Financing," "Additional Agreements Related to the Separation, the Distribution and the Merger," and "Financial Statements—Combined Financial Statements of Everett SpinCo, Inc.")



- CSC's Annual Report on [Form 10-K](#) for the fiscal year ended March 31, 2017 filed with the SEC on May 26, 2017;
- CSC's Definitive Proxy Statement on [Schedule 14A](#) for its 2016 Annual Meeting of Stockholders filed with the SEC on June 24, 2016 (but only the information set forth therein that is incorporated by reference into Part III of CSC's Annual Report on [Form 10-K](#) for the fiscal year ended April 1, 2016);
- DXC's Quarterly Report on [Form 10-Q](#) for the fiscal quarter ended June 30, 2017 filed with the SEC on August 9, 2017;
- DXC's Definitive Proxy Statement on [Schedule 14A](#) for our 2017 Annual Meeting of Stockholders filed with the SEC on June 23, 2017, as supplemented on July 26, 2017;
- DXC's Current Reports on Form 8-K filed with the SEC on [April 6, 2017 \(two reports\)](#), [June 14, 2017](#), [June 21, 2017](#), [July 19, 2017](#) and [August 9, 2017](#); and
- Everett Spinco, Inc.'s Quarterly Report on [Form 10-Q](#) for the fiscal quarter ended January 31, 2017 filed with the SEC on March 31, 2017.

We also incorporate by reference any future filings of DXC made with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act between the date of this prospectus and the date all of the debt securities

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offered by this prospectus or any prospectus supplement are sold or the offering is otherwise terminated, with the exception of any information furnished under Item 2.02 and Item 7.01 of Form 8-K, which is not deemed filed and which is not incorporated by reference in this prospectus or in any prospectus supplement. Any such filings shall be deemed to be incorporated by reference and to be a part of this prospectus from the respective dates of filing of those documents.

You may request a copy of these filings at no cost, by writing or telephoning us at:

Investor Relations Department  
DXC Technology Company  
1775 Tysons Boulevard  
Tysons, Virginia 22102  
(703) 245-9700

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**\$1,000,000,000**



**\$500,000,000 4.000% Senior Notes due 2023**  
**\$500,000,000 4.125% Senior Notes due 2025**

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**PROSPECTUS SUPPLEMENT**

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*Joint Bookrunners*

**BofA Securities**

**Citigroup  
MUFG**

**Lloyds Securities  
Mizuho Securities**

*Senior Lead Managers*

**COMMERZBANK  
J.P. Morgan  
NatWest Markets  
PNC Capital Markets LLC  
RBC Capital Markets  
Scotiabank  
TD Securities**

*Lead Managers*

**Danske Markets  
SMBC Nikko  
Wells Fargo Securities**

*Co-Managers*

**Barclays  
BNP PARIBAS  
Capital One Securities  
Fifth Third Securities  
Goldman Sachs & Co. LLC  
ING  
KBC  
Standard Chartered Bank  
US Bancorp**

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April 14, 2020

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