



DXC Technology Company

(a Nevada corporation)

Offer to Purchase for Cash Any and All of the Outstanding Notes Listed Below

Issuer	Title of Security	CUSIP Number	Principal Amount Outstanding	Reference U.S. Treasury Security	Bloomberg Reference Page	Fixed Spread
DXC Technology Company (the "DXC Notes").....	4.450% Senior Notes due 2022	23355LAA4	\$274,470,000	1.500% U.S. Treasury due September 15, 2022	FIT4	+45 bps
Computer Sciences Corporation (the "CSC Notes").....	4.450% Senior Notes due 2022	205363AN4	\$170,795,000	1.500% U.S. Treasury due September 15, 2022	FIT4	+45 bps

THE TENDER OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON MARCH 22, 2021 UNLESS EXTENDED (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED, THE "EXPIRATION TIME"), OR EARLIER TERMINATED. HOLDERS OF NOTES (AS DEFINED BELOW) WHO DESIRE TO PARTICIPATE IN THE OFFER MUST VALIDLY TENDER AND NOT VALIDLY WITHDRAW THEIR NOTES PRIOR TO THE EXPIRATION TIME, OR PRIOR TO THE GUARANTEED DELIVERY TIME (AS DEFINED BELOW) FOR NOTES TENDERED PURSUANT TO THE APPLICABLE GUARANTEED DELIVERY PROCEDURES, TO BE ELIGIBLE TO RECEIVE THE APPLICABLE CONSIDERATION (AS DEFINED BELOW).

DXC Technology Company, a Nevada corporation ("DXC" or the "Offeror") hereby offers to purchase for cash, upon the terms and subject to the conditions set forth in this Offer to Purchase (as it may be amended or supplemented from time to time, the "Offer to Purchase") and the related notice of guaranteed delivery (as it may be amended or supplemented from time to time, the "Notice of Guaranteed Delivery" and, together with this Offer to Purchase, the "Offer Documents"), the DXC Notes issued by DXC and the CSC Notes issued by DXC's wholly-owned subsidiary, Computer Sciences Corporation ("CSC") (collectively, the "Notes," and each a "Series" of Notes), from each registered or beneficial holder of Notes (each a "Holder"). This Offer to Purchase relates to separate offers on the terms and subject to the conditions set forth in the Offer Documents (each an "Offer," and collectively, the "Tender Offer"). No Offer is conditioned upon any minimum amount of Notes being tendered or the consummation of the other Offer, and each Offer may be amended, extended or terminated separately.

The consideration for each Series per each \$1,000 principal amount of Notes validly tendered and accepted for purchase pursuant to the Tender Offer (the "Consideration") will be determined in the manner described in this Offer to Purchase by reference to the applicable fixed spread (the "Fixed Spread") specified for that Series on the front cover of this Offer to Purchase over the yield to maturity on the Reference U.S. Treasury Security (the "Reference Yield") based on the bid side price of the applicable Reference U.S. Treasury Security (the "Reference Treasury Security") specified above for each Series of Notes, as calculated by MUFG Securities Americas Inc. (the "Dealer Manager") at 2:00 p.m., New York City time, on March 22, 2021 (subject to certain exceptions set forth herein, such time and date, as the same may be extended, the "Price Determination Time").

With respect to Notes accepted for purchase and delivered at or prior to the Expiration Time, the Holders thereof will receive payment of the Consideration for such accepted Notes on the date on which the Offeror deposits with the DTC the Consideration for such Notes (the "Settlement Date"), plus accrued and unpaid interest from the applicable last interest payment date up to, but not including, the Settlement Date ("Accrued Interest"). With respect to accepted Notes delivered pursuant to the guaranteed delivery procedures described below, the Holders thereof will receive payment of the Consideration for such Notes on the business day after the Guaranteed Delivery Time (the "Guaranteed Delivery Settlement Date"), together with an amount equal to Accrued Interest thereon. For the avoidance of doubt, interest will cease to accrue on the Settlement Date for all Notes accepted in the Tender Offer.

The Dealer Manager for the Tender Offer is:

MUFG

March 16, 2021

Holders of Notes should take note of the following dates in connection with the Tender Offer:

<u>Date</u>	<u>Calendar Date and Time</u>	<u>Event</u>
Launch Date	March 16, 2021	Commencement of the Tender Offer.
Price Determination Time	2:00 p.m., New York City time, on March 22, 2021, unless the Price Determination Time is extended or the Offer is earlier terminated with respect to such Series of Notes.	The Dealer Manager will calculate the Consideration for each Series of Notes subject to the Tender Offer in the manner described in this Offer to Purchase.
Expiration Time	5:00 p.m., New York City time, on March 22, 2021, unless the Expiration Time is extended or the Tender Offer is earlier terminated with respect to such Series of Notes.	The last time and day for Holders to tender Notes pursuant to the Tender Offer and be eligible to receive the applicable Consideration, plus accrued and unpaid interest from the applicable last interest payment date up to, but not including, the Settlement Date, and (as further described in “ <i>Principal Terms of the Tender Offer—Withdrawal of Tenders</i> ”) the last time and day for Holders to validly withdraw tenders of Notes subject to the Tender Offer.
Settlement Date	Promptly after the Expiration Time, expected to be March 23, 2021, assuming that neither the Expiration Time nor the Settlement Date are extended nor that the Offer is earlier terminated with respect to such Series of Notes.	The date on which the Offeror will deposit with the Tender Agent or, at its direction, with DTC, for distribution to the Holders entitled thereto, the amount of cash necessary to pay each Holder in respect of their Notes that are accepted for payment the applicable Consideration, plus accrued and unpaid interest from the applicable last interest payment date up to, but not including, the Settlement Date. In no event will Consideration be paid prior to the Expiration Time.
Guaranteed Delivery Time	5:00 p.m., New York City time, on the second business day after the Expiration Time, expected to be 5:00 p.m., New York City time, on March 24, 2021, unless the Expiration Time is extended or the Offer is earlier terminated with respect to such Series of Notes.	The last time and day for Holders who have complied with the procedures for guaranteed delivery to validly tender Notes (as further described in “ <i>Principal Terms of the Tender Offer—Procedures for Tendering Notes—Guaranteed Delivery</i> ”) and be eligible to receive the applicable Consideration, plus accrued and unpaid interest from the applicable last interest payment date up to, but not including, the Settlement Date.
Guaranteed Delivery Settlement Date	In respect of accepted Notes that are delivered at or prior to the Guaranteed Delivery Time pursuant to the guaranteed delivery procedures described below, the Offeror expects the Guaranteed Delivery Settlement Date to occur on the business day after the Guaranteed Delivery Time, expected to be March 25, 2021.	The date on which the Offeror will deposit with DTC the Consideration for accepted Notes validly tendered and delivered through the guaranteed delivery procedures described herein, together with an amount equal to Accrued Interest thereon. For the avoidance of doubt, interest will cease to accrue on the Settlement Date for all Notes accepted in the Offer.

Upon the terms and conditions of the Tender Offer, the Offeror will notify Global Bondholder Services Corporation, the Information Agent and Tender Agent for the Tender Offer (the “*Tender Agent*” or the “*Information Agent*,” as the case may be), promptly after the Expiration Time and the Guaranteed Delivery Time, as applicable, which Notes tendered before the Expiration Time or the Guaranteed Delivery Time, as applicable, are accepted for purchase and payment pursuant to each Offer.

In the Offer Documents, in certain instances we use the convention of referring to (i) all Notes that have been validly tendered (or defectively tendered, if the Offeror has waived such defect) and not validly withdrawn as having been “*validly tendered*” and (ii) Notes that are accepted for purchase and payment as “*accepted for payment*” or “*accepted for purchase*.” Any Notes validly withdrawn will be deemed to be not validly tendered for purposes of the Tender Offer (unless validly re-tendered before the Expiration Time). No tender will be valid if submitted after the Expiration Time except for Notes tendered pursuant to the guaranteed delivery procedures described herein.

Notwithstanding any other provision of the Tender Offer, the Offeror's obligation to accept for purchase and to pay for Notes validly tendered and not validly withdrawn pursuant to the Tender Offer is subject to, and conditioned upon, the satisfaction or waiver of the General Conditions (as defined below in "*Principal Terms of the Tender Offer—Conditions of the Tender Offer*").

The Offeror reserves the right, subject to applicable law, with respect to one or both Series of Notes to:

- waive any or all conditions to the relevant Offer;
- extend, terminate or withdraw the relevant Offer; or
- otherwise amend the relevant Offer in any respect.

The Offeror reserves the right, with respect to either or both Series of the Notes, (a) to accept for purchase and pay for all Notes validly tendered before the Expiration Time and to keep the relevant Offer open or extend the Expiration Time to a later date and time as announced by the Offeror and (b) to waive any or all conditions to the Tender Offer for Notes tendered before the Expiration Time. Notwithstanding anything in the foregoing to the contrary, in no event will Consideration be paid prior to the Expiration Time.

References in the Offer Documents to any waiver, extension, termination, expiration, withdrawal, consummation (or the failure thereof), acceptance or amendment with respect to the Tender Offer refers only to the relevant Offer to which such waiver, extension, termination, expiration, withdrawal, consummation (or failure thereof), acceptance or amendment applies.

The Offeror expressly reserves the right, subject to applicable law, to terminate or withdraw any Offer. If any Offer is terminated or withdrawn, Notes tendered pursuant to such Offer will promptly be returned to the tendering Holders.

This Offer to Purchase has not been filed with or reviewed by any federal or state securities commission or regulatory authority of any jurisdiction, nor has any such commission or authority passed upon the accuracy or adequacy of this Offer to Purchase. Any representation to the contrary is unlawful and may be a criminal offense.

None of the Offeror, its board of directors or officers, the Dealer Manager, the Tender Agent or the Information Agent are making any recommendation as to whether Holders should tender Notes in response to the Tender Offer.

Each Holder must make his, her or its own decision as to whether to tender Notes and, if so, as to the principal amount of Notes to tender.

IMPORTANT INFORMATION

All of the Notes are held in book-entry form through the facilities of The Depository Trust Company (“DTC”). If you desire to tender Notes you must transfer such Notes to the Tender Agent through DTC’s Automated Tender Offer Program (“ATOP”), for which the transaction will be eligible. If you hold Notes through a broker, dealer, commercial bank, trust company or other nominee, you should contact such custodian or nominee if you wish to tender your Notes. See “*Principal Terms of the Tender Offer—Procedures for Tendering Notes.*”

Holders must tender their Notes in accordance with the procedures set forth under “*Principal Terms of the Tender Offer—Procedures for Tendering Notes.*” A Holder who desires to tender Notes but who cannot comply with the procedures set forth herein for a tender on a timely basis or whose Notes are not immediately available may tender such Notes by following the procedures for guaranteed delivery set forth below under “*Principal Terms of the Tender Offer—Procedures for Tendering Notes—Guaranteed Delivery,*” including physical delivery of the Notice of Guaranteed Delivery to the Tender Agent.

Questions and requests for assistance relating to the procedures for tendering Notes or for additional copies of the Offer Documents may be directed to the Information Agent at the address and telephone numbers set forth on the back cover of this Offer to Purchase. Requests for assistance relating to the terms and conditions of the Tender Offer may be directed to the Dealer Manager at its address and telephone numbers set forth on the back cover of this Offer to Purchase. Beneficial owners may also direct requests for additional copies of the Offer Documents to their brokers, dealers, commercial banks, trust companies or other nominees.

The Offer Documents contain important information that should be read before any decision is made with respect to the Tender Offer.

The Offer Documents do not constitute an offer to purchase, or the solicitation of an offer to sell, Notes in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such offer or solicitation under applicable securities, “blue sky” or other laws. The Offer Documents do not constitute an offer to sell any securities or the solicitation of an offer to buy any securities (other than the Notes). Any offer of securities will only be made by an offering document and any such offering may or may not be registered with the Securities and Exchange Commission (the “SEC”).

The delivery of the Offer Documents shall not under any circumstances create any implication that the information contained therein is correct as of any time subsequent to the date hereof or that there has been no change in the information set forth therein or in the affairs of the Offeror or any subsidiary or affiliate of the Offeror since the date hereof.

No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained in the Offer Documents, and, if given or made, such information or representation may not be relied upon as having been authorized by the Offeror, the Dealer Manager, the Tender Agent or the Information Agent.

After the Expiration Time, the Offeror and/or its affiliates may, from time to time, purchase additional Notes in the open market, in privately negotiated transactions, through tender offers, exchange offers or otherwise, or may redeem Notes pursuant to the terms of the relevant indenture governing the Notes. Any future purchases may be on the same terms or on terms that are more or less favorable to Holders of Notes than the terms of the Tender Offer. Any future purchases by the Offeror and/or its affiliates will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) the Offeror and/or its affiliates will choose to pursue in the future.

Substantially concurrently with the commencement of the Tender Offer, the Offeror and CSC expect to issue notices of full redemption to the holders of the DXC Notes and the CSC Notes, respectively, to redeem all of the DXC Notes and the CSC Notes, specifying April 15, 2021 as the redemption date (the “2022 Notes Redemption”). This will result in the retirement of all of the DXC Notes and the CSC Notes that remain outstanding after consummation of the Tender Offer. In addition, substantially concurrently with the commencement of the Tender Offer, the Offeror expects to issue a notice of full redemption to the holders of its 4.00% Senior Notes due 2023 (the “2023 Notes”) to redeem all of the 2023 Notes (the “2023 Notes Redemption” and, together with the 2022 Notes Redemption, the

“Redemptions”), specifying March 26, 2021 as the redemption date. The 2023 Notes are not subject to the Tender Offer. The Offeror will use the funds required to consummate the Redemptions from cash on hand. Neither the Tender Offer nor the Redemptions are conditioned on the completion of the other. The Tender Offer is contingent on the conditions described under “*Principal Terms of the Tender Offer—Conditions of the Tender Offer,*” and no assurance can be given that such conditions will be satisfied or waived. The Tender Offer does not constitute a notice of redemption or an obligation to issue a notice of redemption.

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SUMMARY

The following summary highlights selected information from this Offer to Purchase and is qualified in its entirety by reference to, and should be read in conjunction with, the information appearing elsewhere or incorporated by reference in this Offer to Purchase and the other Offer Documents before making a decision regarding the Tender Offer. Cross-references contained in this summary section will direct you to a more complete discussion of a particular topic elsewhere in this Offer to Purchase. References in this Offer to Purchase to “DXC,” “the company,” “we,” “us” and “our” are to DXC Technology Company and, as applicable, its consolidated subsidiaries.

The Offeror DXC Technology Company, a Nevada corporation

The Tender Offer The Offeror is offering to purchase for cash, upon the terms and subject to the conditions set forth in the Offer Documents, any and all of the outstanding Notes indicated in the table on the front cover of this Offer to Purchase as being subject to the Tender Offer at the price per Note of each Series to be determined pursuant to the Tender Offer.

Notes Subject to the Tender Offer The following table sets forth, for each Series of Notes, the issuer, the security description for the Notes, the CUSIP number and the aggregate principal amount outstanding for that Series of Notes:

Issuer	Title of Security	CUSIP No.	Outstanding Principal Amount
DXC Technology Company	4.450% Senior Notes due 2022	23355LAA4	\$274,470,000
Computer Sciences Corporation	4.450% Senior Notes due 2022	205363AN4	\$170,795,000

Price Determination Time The Consideration for each Series for each \$1,000 principal amount of Notes validly tendered and accepted for payment pursuant to the Tender Offer will be determined at 2:00 p.m., New York City time, on March 22, 2021 (subject to certain exceptions set forth herein, as such time and date may be extended).

Expiration Time..... The Tender Offer will expire at 5:00 p.m., New York City time, on March 22, 2021, unless the Expiration Time is extended or the Offer is earlier terminated with respect to such Series of Notes.

Settlement Date..... The Settlement Date will be promptly after the Expiration Time. Assuming that neither the Expiration Time nor the Settlement Date is extended nor that the Offer is earlier terminated with respect to such Series of Notes, the Offeror expects that the Settlement Date for each Series of Notes will be March 23, 2021.

Guaranteed Delivery Time The last time and day for Holders who have complied with the procedures for guaranteed delivery to validly tender Notes (as further described in “*Principal Terms of the Tender Offer—Procedures for Tendering Notes—Guaranteed Delivery*”), including physical delivery of the Notice of Guaranteed Delivery to the Tender Agent, and be eligible to receive the applicable Consideration, plus accrued and unpaid interest from the applicable last interest payment date up to, but not including, the Settlement Date, is 5:00 p.m., New York City time, on the second business day after the Expiration Time, which is currently expected to be 5:00 p.m., New York City time, on March 24, 2021, unless the Expiration Time is extended or the Offer is earlier terminated with respect to such Series of Notes.

Guaranteed Delivery Settlement Date The Guaranteed Delivery Settlement Date will be promptly after the Guaranteed Delivery Time. Assuming that neither the Expiration Time nor the Settlement Date is extended nor that the Offer is earlier terminated with respect to such Series of Notes, the Offeror expects that the Guaranteed Delivery Settlement Date for each Series of Notes will be March 25, 2021.

Consideration	The Consideration for each Series per each \$1,000 principal amount of Notes validly tendered and accepted for payment pursuant to the Tender Offer will be determined in the manner described in this Offer to Purchase by reference to the applicable Fixed Spread specified for that Series on the front cover of this Offer to Purchase over the Reference Yield based on the bid side price of the applicable Reference Treasury Security specified on the front cover of this Offer to Purchase for that Series, as calculated by the Dealer Manager at the Price Determination Time (subject to certain exceptions set forth herein). The formula for determining the applicable Consideration for each Series of Notes accepted for purchase in such Offer subject to the Tender Offer is set forth on Schedule A hereto.
Accrued Interest	Subject to the terms and conditions of the Tender Offer, in addition to the applicable Consideration, Holders who validly tender their Notes and whose Notes are accepted for purchase pursuant to the Tender Offer will also be paid on the Settlement Date or Guaranteed Delivery Settlement Date, as applicable, accrued and unpaid interest thereon from the applicable last interest payment date up to, but not including, the Settlement Date. Under no circumstances will any interest be payable because of any delay in the transmission of funds to Holders by the Tender Agent or DTC. For the avoidance of doubt, interest will cease to accrue on the Settlement Date for all Notes accepted in the Offer.
Acceptance of Tendered Notes and Payment	<p>Upon the terms of the Tender Offer and upon satisfaction or waiver of the conditions to the Tender Offer specified herein under “<i>Principal Terms of the Tender Offer—Conditions of the Tender Offer</i>,” the Offeror will (a) accept for purchase all of its Notes subject to the Tender Offer validly tendered (or defectively tendered, if the Offeror has waived such defect) and not validly withdrawn before the Expiration Time and Notes validly tendered pursuant to the guaranteed delivery procedures described herein, and (b) promptly pay the Consideration (plus the applicable Accrued Interest) on the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable.</p> <p>The Offeror reserves the right, subject to applicable laws, to (a) accept for purchase and pay for all Notes validly tendered to the Offeror before the Expiration Time with respect to the relevant Offer and to keep the relevant Offer open or extend the Expiration Time with respect to the relevant Offer to a later date and time with respect to either or both Series of Notes as announced by the Offeror and (b) waive any or all conditions to the relevant Offer for Notes tendered to the Offeror before the Expiration Time or Notes validly tendered pursuant to the guaranteed delivery procedures described herein, with respect to such Offer.</p>
Withdrawal Rights	Notes subject to the Tender Offer may be validly withdrawn at any time before the earlier of (i) the Expiration Time, or (ii) if the Tender Offer is extended, the 10th business day after commencement of the Tender Offer. Notes subject to the Tender Offer may also be validly withdrawn in the event the Tender Offer has not been consummated within 60 business days after commencement. See “ <i>Principal Terms of the Tender Offer—Withdrawal of Tenders</i> .”
Conditions of the Tender Offer	<p>The Offeror’s obligation to accept for purchase and pay for the validly tendered Notes that have not been validly withdrawn is subject to, and conditioned upon, satisfaction or waiver of the General Conditions.</p> <p>See “<i>Principal Terms of the Tender Offer—Conditions of the Tender Offer</i>.” No Offer is conditioned on any minimum amount of Notes being tendered or the consummation of the other Offer.</p>

Purpose of the Tender Offer and Source of Funds.....

The purpose of the Tender Offer is to retire a portion of the Offeror’s outstanding public debt and the outstanding public debt of the Offeror’s wholly-owned subsidiary, CSC, by purchasing all of the notes. Any Notes that are properly tendered and accepted for purchase in the Tender Offer will be retired and canceled. Substantially concurrently with the commencement of the Tender Offer, the Offeror and CSC expect to issue notices of full redemption to the holders of the DXC Notes and the CSC Notes, respectively, to redeem all of the DXC Notes and the CSC Notes, specifying April 15, 2021 as the redemption date. This will result in the retirement of all of the DXC Notes and the CSC Notes that remain outstanding after consummation of the Tender Offer. In addition, substantially concurrently with the commencement of the Tender Offer, the Offeror expects to issue a notice of full redemption to the holders of the 2023 Notes to redeem all of the 2023 Notes, specifying March 26, 2021 as the redemption date. The 2023 Notes are not subject to the Tender Offer. The Offeror will use the funds required to consummate the Redemptions from cash on hand. Neither the Tender Offer nor the Redemptions are conditioned on the completion of the other. The Tender Offer is contingent on the conditions described under “*Principal Terms of the Tender Offer—Conditions of the Tender Offer*,” and no assurance can be given that such conditions will be satisfied or waived. The Tender Offer does not constitute a notice of redemption or an obligation to issue a notice of redemption.

The Offeror will use the funds required to consummate the Tender Offer from cash on hand. See “*Source of Funds*” and “*Principal Terms of the Tender Offer—Conditions of the Tender Offer*.”

Procedures for Tendering Notes

See “*Principal Terms of the Tender Offer—Procedures for Tendering Notes*.”

A Holder who desires to tender Notes but who cannot comply with the procedures set forth herein for a tender on a timely basis or whose Notes are not immediately available may tender such Notes by following the procedures for guaranteed delivery set forth below under “*Principal Terms of the Tender Offer—Procedures for Tendering Notes—Guaranteed Delivery*,” including physical delivery of the Notice of Guaranteed Delivery to the Tender Agent.

Consequences of Failure to Tender	Your rights and the obligations of the Offeror under the Notes that remain outstanding after the consummation of the Tender Offer will not change as a result of the Tender Offer. However, the purchase of any Notes in the Tender Offer will result in a smaller trading market for the remaining outstanding principal amount of the Series of such Notes, which may cause the market for such Notes to be less liquid and more sporadic, and market prices for such Notes may fluctuate significantly depending on the volume of trading in that Series of Notes. Substantially concurrently with the commencement of the Tender Offer, the Offeror and CSC expect to issue notices of full redemption to the holders of the DXC Notes and the CSC Notes, respectively, to redeem all of the DXC Notes and the CSC Notes, specifying April 15, 2021 as the redemption date. This will result in the retirement of all of the DXC Notes and the CSC Notes that remain outstanding after consummation of the Tender Offer. In addition, substantially concurrently with the commencement of the Tender Offer, the Offeror expects to issue a notice of full redemption to the holders of the 2023 Notes to redeem all of the 2023 Notes, specifying March 26, 2021 as the redemption date. The 2023 Notes are not subject to the Tender Offer. The Offeror will use the funds required to consummate the Redemptions from cash on hand. Neither the Tender Offer nor the Redemptions are conditioned on the completion of the other. The Tender Offer is contingent on the conditions described under “ <i>Principal Terms of the Tender Offer—Conditions of the Tender Offer,</i> ” and no assurance can be given that such conditions will be satisfied or waived. The Tender Offer does not constitute a notice of redemption or an obligation to issue a notice of redemption. See “ <i>Certain Considerations—The Tender Offer May Adversely Affect the Market Value and Reduce the Liquidity of any Trading Market for the Notes</i> ” and “ <i>Certain Considerations—Treatment of Notes Not Tendered in the Tender Offer.</i> ”
U.S. Federal Income Tax Considerations	For a summary of material U.S. federal income tax consequences of the Tender Offer, see “ <i>Material U.S. Federal Income Tax Consequences.</i> ”
Tender Agent and Information Agent	Global Bondholder Services Corporation is the Tender Agent and Information Agent for the Tender Offer. The address and telephone numbers of Global Bondholder Services Corporation are listed on the back cover page of this Offer to Purchase.
Dealer Manager	MUFG Securities Americas Inc. is the Dealer Manager for the Tender Offer. The address and telephone number of the Dealer Manager are listed on the back cover page of this Offer to Purchase.

AVAILABLE INFORMATION

DXC files annual, quarterly and current reports, proxy statements and other information with the SEC in accordance with the Securities and Exchange Act of 1934, as amended (the “*Exchange Act*”). The SEC maintains an internet site that contains information we have filed electronically with the SEC, which you can access over the internet at www.sec.gov. You can also obtain information about us at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents filed with the SEC with respect to DXC are incorporated herein by reference and shall be deemed to be a part hereof:

- Annual Report on Form 10-K for the fiscal year ended March 31, 2020;
- The information specifically incorporated by reference into DXC's Annual Report on Form 10-K from its Definitive Proxy Statement on Schedule 14A, filed with the SEC on July 2, 2020;
- Quarterly Reports on Form 10-Q for the quarterly periods ended June 30, 2020, September 30, 2020 and December 31, 2020;
- Current Reports on Form 8-K filed on March 4, 2021, November 12, 2020, October 7, 2020, September 24, 2020, September 16, 2020, August 14, 2020, July 20, 2020, April 21, 2020, April 14, 2020, and April 2, 2020; and
- All of DXC's future filings with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this Offer to Purchase until the expiration of the Tender Offer.

In no event, however, will any of the information that DXC furnished under Item 2.02 or Item 7.01 (or corresponding information furnished under Item 9.01 or included as an exhibit) of any Current Report on Form 8-K that DXC has previously filed, or may from time to time in the future file with the SEC be incorporated by reference into, or otherwise be included in, this Offer to Purchase.

Any statement contained herein or contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Offer to Purchase to the extent that a statement contained herein or in any other subsequently filed document or report that also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this Offer to Purchase.

The Information Agent will also provide without charge to each person to whom this Offer to Purchase is delivered upon the request of such person, a copy of any or all of the documents incorporated herein by reference, other than exhibits to such documents (unless such exhibits are specifically incorporated by reference into this Offer to Purchase). Requests for such documents should be directed to the Information Agent at its address set forth on the back cover of this Offer to Purchase. The information relating to DXC contained in this Offer to Purchase does not purport to be complete and should be read together with the information contained in the incorporated documents and reports.

FORWARD-LOOKING STATEMENTS

This Offer to Purchase, including the information incorporated by reference 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 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 coronavirus disease 2019 (“COVID-19”) pandemic and the impact of varying private and governmental responses that affect our customers, employees, vendors and the economies and communities 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 pandemic; the current, and uncertain future, impact of the COVID-19 pandemic, 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; 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, cyber-attacks or disclosure of sensitive data or failure to comply with data protection laws and regulations, including the ransomware attack recently experienced by our subsidiary, Xchanging; 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, respond to emerging technological trends and maintain and grow our customer relationships over time; the ability to succeed in our strategic objectives, including strategic alternatives material for our business; the ability to achieve the expected benefits of our restructuring plans; the ability to maintain and grow our customer relationships over time and to comply with customer contracts or government contracting regulations or requirements; the execution and performance of contracts by us and our suppliers, customers, clients and partners; our credit rating and the ability to manage working capital, refinance and raise additional capital for future needs; our substantial amount of indebtedness; our ability to remediate any material weakness and maintain effective internal control over financial reporting; the resolution of pending investigations, claims and disputes; the integration of Computer Sciences Corporation's ("CSC") and Enterprise Services business of Hewlett Packard Enterprise Company's ("HPES") 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 merger of CSC and HPES (the "HPES Merger") within the anticipated time frame or in the anticipated amounts; other risks related to the HPES Merger including anticipated tax treatment, unforeseen liabilities, and future capital expenditures; the spin-off of our former U.S. public sector business and its related mergers with Vencore Holding Corp. and KeyPoint Government Solutions to form Perspecta Inc. (the "USPS") Separation and Mergers could result in substantial tax liability to DXC and our stockholders; 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 sale of our healthcare provider software business to Dedalus, and the ability to achieve the expected results therefrom; and the other factors described in Part I Item 1A "Risk Factors" of our Annual Report on Form 10-K for the fiscal year ended March 31, 2020 and Part II Item 1A "Risk Factors" of our Quarterly Reports on Form 10-Q for the quarterly period ended June 30, 2020, September 30, 2020 and December 31, 2020.

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 Offer to Purchase or to reflect the occurrence of unanticipated events, except as required by law.

THE OFFEROR

DXC is the world's leading independent, end-to-end IT services company, helping clients harness the power of innovation to thrive on change. Created by the merger of CSC and the Enterprise Services business of Hewlett Packard Enterprise, 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") and Global Infrastructure Services ("GIS").

Global Business Services. GBS provides innovative technology solutions that help our customers address key business challenges and accelerate digital transformations tailored to each customer's industry and specific objectives. GBS enterprise technology stack offerings include:

- *Analytics and Engineering.* Our portfolio of analytics services and extensive partner ecosystem help customers gain rapid insights, automate operations, and accelerate their digital transformation journeys. We provide software engineering and solutions that enable businesses to run and manage their mission-critical functions, transform their operations and develop new ways of doing business.
- *Applications.* We use advanced technologies and methods to accelerate the creation, modernization, delivery and maintenance of high-quality, secure applications allowing customers to innovate faster while reducing risk, time to market, and total cost of ownership, across industries. Our vertical-specific IP includes solutions for insurance; banking and capital markets; and automotive, among others.

GBS offerings also includes business process services, which include digital integration and optimization of front and back office processes, and agile process automation. This helps companies to reduce cost, and minimize business disruption, human error, and operational risk while improving customer experiences.

Global Infrastructure Services. GIS provides a portfolio of technology offerings that deliver predictable outcomes and measurable results, while reducing business risk and operational costs for customers. GIS enterprise stack elements include:

- *Cloud and Security.* We help customers to rapidly modernize by adapting legacy apps to cloud, migrate the right workloads, and securely manage their multi-cloud environments. Our security solutions help predict attacks, proactively respond to threats, ensure compliance and protect data, applications and infrastructure.
- *IT Outsourcing.* Our ITO services support infrastructure, applications, and workplace IT operations, including hardware, software, physical/virtual end-user devices, collaboration tools, and IT support services. We help customers securely optimize operations to ensure continuity of their systems and respond to new business and workplace demands, while achieving cost takeout, all with limited resources, expertise and budget.

GIS offerings also include workplace and mobility services to fit our customer's employee, business and IT needs from intelligent collaboration, modern device management, digital support services, Internet of Things ("IoT") and mobility services, providing a consumer-like, digital experience.

DXC's principal executive offices are located at 1775 Tysons Boulevard, Tysons, Virginia 22102, and its main telephone number is (703) 245-9675. DXC's common stock is traded on the New York Stock Exchange under the symbol "DXC."

PRINCIPAL TERMS OF THE TENDER OFFER

General

The Offeror is offering to purchase for cash, upon the terms and subject to the conditions set forth in the Offer Documents, the outstanding Notes set forth on the front cover of this Offer to Purchase. The Offer to Purchase consists of an offer by DXC to purchase for cash any and all of its outstanding 4.450% Senior Notes due 2022 and CSC's 4.450% Senior Notes due 2022.

The purchase price offered for each \$1,000 principal amount of Notes validly tendered and not validly withdrawn before the Expiration Time or Notes validly tendered pursuant to the guaranteed delivery procedures described herein and accepted for purchase will be the applicable Consideration, which will be payable on the Settlement Date or the Guaranteed Delivery Settlement Date with respect to Notes tendered pursuant to the guaranteed delivery procedures described herein, as applicable. In no event will Consideration be paid prior to the Expiration Time.

A Holder who desires to tender Notes but who cannot comply with the procedures set forth herein for a tender on a timely basis or whose Notes are not immediately available may tender such Notes by following the procedures for guaranteed delivery set forth below under "*Procedures for Tendering Notes—Guaranteed Delivery*," including physical delivery of the Notice of Guaranteed Delivery to the Tender Agent.

Upon the terms and subject to the conditions of the Tender Offer, in addition to the Consideration, Holders who validly tender and do not validly withdraw their Notes and whose Notes are accepted for purchase pursuant to the Tender Offer will also be paid the applicable Accrued Interest on such Notes on the Settlement Date or the Guaranteed Delivery Settlement Date with respect to Notes tendered pursuant to the guaranteed delivery procedures described herein, as applicable. Under no circumstances will any interest be payable because of any delay in the transmission of funds to Holders by the Tender Agent or DTC. For the avoidance of doubt, interest will cease to accrue on the Settlement Date for all Notes accepted in the Tender Offer.

The Offeror's obligation to pay the Consideration plus Accrued Interest is conditioned, among other things, on the satisfaction or waiver of certain conditions, as set forth in the section titled "*Conditions of the Tender Offer*." Subject to applicable law, the Offeror reserves the right, in its sole discretion, to waive or modify any one or more of the conditions to the Tender Offer in whole or in part at any time before the date that any Notes are first accepted for purchase. No Offer is conditioned on any minimum amount of Notes being tendered or on the consummation of the other Offer.

Any Notes tendered but not purchased will be returned to the Holders at the Offeror's expense promptly following the earlier of the Expiration Time or the date on which the Tender Offer is terminated or withdrawn, and will remain outstanding.

Consideration

The Consideration for each Series of Notes will be calculated, as described on Schedule A hereto, so as to result in a price as of the Settlement Date that is reflective of a yield to the maturity date for the applicable Series of Notes equal to the sum of:

- the yield to maturity, calculated by the Dealer Manager in accordance with standard market practice, corresponding to the bid side price of the applicable Reference Treasury Security set forth for the Series of Notes on the front cover of this Offer to Purchase, as of the Price Determination Time, plus
- the Fixed Spread set forth for the Series of Notes on the front cover of this Offer to Purchase.

This sum with respect to a Series is referred to in this Offer to Purchase as the "*Yield*" for such Series.

Specifically, the Consideration per each \$1,000 principal amount of Notes of a Series validly tendered and accepted for payment pursuant to the Tender Offer will equal:

- the value per \$1,000 principal amount of all remaining payments of principal and interest on such Series of Notes to be made to (and including) the maturity date, discounted to the Settlement Date in accordance with the formula set forth in Schedule A hereto, at a discount rate equal to the applicable Yield, minus
- Accrued Interest on the Series of Notes per \$1,000 principal amount of Notes rounded to the nearest cent.

The Dealer Manager will calculate the applicable Yield, Consideration and Accrued Interest, and its calculation will be final and binding, absent manifest error.

The term “*bid side price*” of the relevant Reference Treasury Security on any day means the bid side price of the applicable Reference Treasury Security as displayed on the applicable Bloomberg Reference Pages specified in the table on the cover of this Offer to Purchase as of 2:00 p.m., New York City time, on that day (or, if the Dealer Manager determines that the relevant page on Bloomberg is not operational or is displaying inaccurate information at that time, the bid side price of the applicable Reference Treasury Security determined at or around 2:00 p.m., New York City time, on that day by such other means as the Dealer Manager may consider to be appropriate under the circumstances).

After the Price Determination Time, Holders may ascertain the yield on the applicable Reference Treasury Securities as of the Price Determination Time and the resulting applicable Consideration for each Series of Notes subject to the Tender Offer by contacting the Dealer Manager at its telephone number set forth on the back cover of this Offer to Purchase. The Offeror will publicly announce by press release the actual Consideration for each Series of Notes subject to the Tender Offer promptly after it is determined.

Because the applicable Consideration for each Series is based on a fixed-spread pricing formula linked to the yield on the applicable Reference Treasury Security, the actual amount of cash that may be received by a tendering Holder pursuant to the Tender Offer will be affected by changes in such yield during the term of the Tender Offer before the Price Determination Time. After the Price Determination Time, when the Consideration is no longer linked to the yield on the relevant Reference Treasury Security, the actual amount of cash that may be received by a tendering Holder pursuant to the Tender Offer will be known and Holders will be able to ascertain the Consideration in the manner described above.

Purpose of the Tender Offer

The purpose of the Tender Offer is to retire a portion of the Offeror’s outstanding public debt and the outstanding public debt of the Offeror’s wholly-owned subsidiary, CSC, by purchasing all of the Notes. Any Notes that are tendered and accepted for purchase in the Tender Offer will be retired and canceled. Substantially concurrently with the commencement of the Tender Offer, the Offeror and CSC expect to issue notices of full redemption to the holders of the DXC Notes and the CSC Notes, respectively, to redeem all of the DXC Notes and the CSC Notes, specifying April 15, 2021 as the redemption date. This will result in the retirement of all of the DXC Notes and the CSC Notes that remain outstanding after consummation of the Tender Offer. In addition, substantially concurrently with the commencement of the Tender Offer, the Offeror expects to issue a notice of full redemption to the holders of the 2023 Notes to redeem all of the 2023 Notes, specifying March 26, 2021 as the redemption date. The 2023 Notes are not subject to the Tender Offer. The Offeror will use the funds required to consummate the Redemptions from cash on hand. Neither the Tender Offer nor the Redemptions are conditioned on the completion of the other. The Tender Offer is contingent on the conditions described under “*Principal Terms of the Tender Offer—Conditions of the Tender Offer*,” and no assurance can be given that such conditions will be satisfied or waived. The Tender Offer does not constitute a notice of redemption or an obligation to issue a notice of redemption. See “*Certain Considerations—The Tender Offer May Adversely Affect the Market Value and Reduce the Liquidity of any Trading Market for the Notes*.”

After the Expiration Time, the Offeror may, from time to time, purchase additional Notes in the open market, in privately negotiated transactions, through tender offers, exchange offers or otherwise, or may redeem Notes pursuant to the terms of the relevant indenture governing the Notes. Any future purchases may be on the same terms or on terms that are more or less favorable to Holders of Notes than the terms of the Tender Offer. Any future purchases by the Offeror will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) the Offeror will choose to pursue in the future.

Conditions of the Tender Offer

Notwithstanding any other provision of the Tender Offer, the Offeror will not be obligated to accept for purchase, or pay for, validly tendered Notes of any Series pursuant to the Tender Offer, if the General Conditions, as defined below, have not been satisfied with respect to such Notes prior to the Expiration Time. The purchase of any Notes is not conditioned upon the purchase of any other Notes, and the consummation of any Offer is not conditioned upon the consummation of the other Offer.

Notwithstanding any other provision of the Tender Offer, the Offeror's obligation to accept for purchase, and to pay for, any Notes validly tendered and not validly withdrawn pursuant to any Offer is conditioned upon the following having occurred or been satisfied or having been waived by the Offeror prior to the Expiration Time:

- the following shall not have occurred (the “*General Conditions*”):
 - (i) any general suspension of trading in, or limitation on prices for, securities in the United States securities or financial markets, (ii) any significant adverse change in the price of the Notes in the United States or other major securities or financial markets, (iii) a material impairment in the trading market for debt securities, (iv) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States (whether or not mandatory), (v) any limitation (whether or not mandatory) by any governmental authority on, or other event having a reasonable likelihood of affecting, the extension of credit by banks or other lending institutions in the United States, (vi) any attack on, outbreak or escalation of hostilities or acts of terrorism involving the United States that would reasonably be expected to have a materially disproportionate effect on our business, operations, condition or prospects relative to other companies in the same industry, or (vii) any significant adverse change in the United States securities or financial markets generally, or, in the case of any of the foregoing existing on the date hereof, a material acceleration or worsening thereof;
 - any order, statute, rule, regulation, executive order, stay, decree, judgment or injunction shall exist or have been enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that either:
 - challenges the making of the Tender Offer or would (or would be reasonably likely to) prohibit, prevent, restrict or delay, or otherwise adversely affect in any material manner, the Tender Offer; or
 - in the Offeror's reasonable judgment, is (or is reasonably likely to be) materially adverse to our business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects;
 - any instituted or pending action or proceeding before or by any court or governmental, regulatory or administrative agency or instrumentality, or by any other person, that challenges the making of the Tender Offer or is reasonably likely to directly or indirectly prohibit, prevent, restrict or delay the consummation of the Tender Offer or otherwise adversely affects the Tender Offer in any material manner;
 - any other actual or threatened legal impediment to the Tender Offer or any other circumstances that would materially adversely affect the transactions contemplated by the Tender Offer, or the contemplated benefits of the Tender Offer to the Offeror or its affiliates;
 - any event or events or the likely occurrence of an event or events that would or might reasonably be expected to prohibit, restrict or delay the consummation of the Tender Offer or materially impair the contemplated benefits of the Tender Offer; or
 - the trustee for any Series of Notes shall have objected in any respect to, or taken any action that would be reasonably likely to materially and adversely affect, the consummation of the Tender Offer, or taken any action that challenges the validity or effectiveness of the procedures used by the Offeror in the making of the Tender Offer or in the acceptance of the Notes.

The General Conditions are solely for the Offeror's benefit and may be asserted by the Offeror in its sole discretion, regardless of the circumstances giving rise to any such condition, including any action or inaction by the Offeror, and may be waived by the Offeror, in whole or in part, at any time and from time to time before the Settlement Date or the Guaranteed Delivery Settlement Date with respect to Notes tendered pursuant to the guaranteed delivery procedures described herein, as

applicable. The Offeror's failure at any time to exercise any of its rights will not be deemed a waiver of any other right, and each right will be deemed an ongoing right which may be asserted at any time and from time to time.

Subject to applicable law, the Offeror expressly reserves the right, in its sole discretion, to terminate or withdraw the relevant Offer at any time with respect to either or both Series of its Notes. If the Offeror terminates or withdraws an Offer with respect to a Series of Notes, it will give immediate notice to the Tender Agent and all of such Notes theretofore tendered pursuant to such Offer and not accepted for payment will be returned promptly to the tendering Holders thereof. See "*Withdrawal of Tenders*" below.

Procedures for Tendering Notes

Expiration Time; Extensions; Amendments

The Tender Offer will expire at 5:00 p.m., New York City time, on March 22, 2021, unless extended, in which case the Expiration Time will be such date to which the Expiration Time is extended. The Offeror, in its sole discretion, may extend the Expiration Time in respect to any Series of its Notes, for any purpose, including to permit the satisfaction or waiver of any or all conditions to the Tender Offer. To extend the Expiration Time, the Offeror will notify the Tender Agent and will make a public announcement thereof before 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Time. Such announcement will state that the Offeror is extending the applicable Offer for a specified period or on a daily basis. Without limiting the manner in which the Offeror may choose to make a public announcement of any extension, amendment or termination of the relevant Offer, the Offeror will not be obligated to publish, advertise or otherwise communicate any such public announcement, other than by making a timely press release.

The Offeror expressly reserves the right, subject to applicable law, to:

- delay accepting any Notes, to extend the relevant Offer periods or to terminate or withdraw the relevant Offer and not accept Notes, as to either or both Series of its Notes; and
- amend, modify or waive at any time, or from time to time, the terms of any Offer in any respect as to either or both Series of its Notes, including waiver of any or all conditions to consummation of such Offer.

If the Offeror exercises any such right, the Offeror will give written notice thereof to the Tender Agent and will make a public announcement thereof as promptly as practicable. The minimum period during which any Offer will remain open following material changes in the terms of such Offer or in the information concerning such Offer will depend upon the facts and circumstances of such change, including the relative materiality of the changes.

The Offeror will announce by means of a press release on a widely disseminated news service (a) any change in the Fixed Spreads or the formula for determining the Consideration at least five business days prior to the Expiration Time and (b) any other material changes to the Tender Offer at least three business days prior to the Expiration Time, in each case at or prior to 10:00 a.m., New York City time, on the first day of such five or three business day period. If the Expiration Time would otherwise expire during the period, the Expiration Time will be extended to allow for such five or three business day period to elapse prior to the Expiration Time. The Offeror will also describe any change in the Consideration to be paid in the Tender Offer with respect to the Notes in a Current Report on Form 8-K filed with the Commission prior to 12:00 noon, New York City time, on the first day of such five business day period. During any extension of the Offer, all Notes previously tendered will remain subject to the Offer unless validly withdrawn at or prior to the Expiration Time. See "*Principal Terms of the Tender Offer—Withdrawal of Tenders.*"

How to Tender Notes

All Notes are held in book-entry form. Any beneficial owner whose Notes are held in book-entry form through a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender Notes should contact such broker, dealer, commercial bank, trust company or other nominee promptly and instruct such nominee to tender any Notes on such beneficial owner's behalf. In some cases, the broker, dealer, commercial bank, trust company or other nominee may request submission of such instructions on a Beneficial Owner's Instruction Form. Please check with your nominee to determine the procedures for such firm.

A tendering DTC participant must tender Notes through DTC's ATOP system, the rules of which the participant and the beneficial owner on whose behalf the participant is acting, agree to be bound. In accordance with ATOP procedures, DTC will verify the acceptance of the Tender Offer and send an Agent's Message (defined below) to the Tender Agent.

Any acceptance of an Agent's Message transmitted through ATOP is at the election and risk of the person transmitting an Agent's Message and delivery will be deemed made only when actually received by the Tender Agent. Delivery of tendered Notes must be made to the Tender Agent pursuant to the book-entry delivery procedures set forth below or the tendering DTC participant must comply with the guaranteed delivery procedures set forth below.

The tender by a Holder pursuant to the procedures set forth herein will constitute an agreement between such Holder and the Offeror in accordance with the terms and subject to the conditions set forth herein. Except as otherwise provided herein, delivery of Notes will be deemed made only when the Agent's Message is actually received by the Tender Agent. No documents should be sent to the Offeror or Dealer Manager.

Book-Entry Transfer

The Tender Agent will establish an account with respect to each Series of the Notes at DTC for purposes of the Tender Offer, and any financial institution that is a participant in DTC may make book-entry delivery of Notes by causing DTC to transfer such Notes into the Tender Agent's account in accordance with DTC's procedures for such transfer. However, although delivery of Notes may be effected through book-entry transfer into the Tender Agent's account at DTC, an Agent's Message, and any other required documents, must, in any case, be transmitted to and received by the Tender Agent at its address set forth on the back cover of this Offer to Purchase before the Expiration Time or the guaranteed delivery procedures described under "*—Guaranteed Delivery*" must be complied with. The confirmation of a book-entry transfer into the Tender Agent's account at DTC as described above is referred to herein as a "*Book-Entry Confirmation*." **Delivery of documents to DTC does not constitute delivery to the Tender Agent.**

The term "*Agent's Message*" means a message transmitted by DTC to, and received by, the Tender Agent and forming a part of the Book-Entry Confirmation, which states that DTC has received an express acknowledgment from the participant in DTC described in such Agent's Message, which acknowledgment stated (i) the aggregate principal amount of Notes that have been tendered by such participant pursuant to the Tender Offer, (ii) that such participant has received the Offer Documents and agrees to be bound by the terms the Tender Offer and (iii) that the Offeror may enforce such agreement against such participant.

Guaranteed Delivery

If a Holder desires to tender Notes pursuant to the Tender Offer and such Holder cannot comply with the procedures under ATOP for the submission of a valid tender instruction (including the transfer of book-entry interests in the relevant Notes) prior to the Expiration Time, such Holder may effect a tender of Notes if all of the following are complied with:

- such tender is made by or through an Eligible Institution (defined below);
- prior to the Expiration Time, the Tender Agent has received from such Eligible Institution, at the address of the Tender Agent set forth on the last page of this Offer to Purchase, a copy of a properly completed and duly executed Notice of Guaranteed Delivery (by manually signed facsimile transmission, e-mail, mail or hand delivery) in substantially the form provided by DXC setting forth the name and address of the DTC participant tendering Notes of behalf of the Holder(s) and the principal amount of Notes being tendered, and representing that the Holder(s) own such Notes, and the tender is being made thereby and guaranteeing that, no later than the close of business on the second business day after the Expiration Time, a properly transmitted Agent's Message, together with confirmation of book-entry transfer thereof pursuant to the procedures set forth under the caption "*—Procedures for Tendering Notes—Book Entry Transfer*" will be deposited or transmitted by such Eligible Institution with or to the Tender Agent; and
- a properly transmitted Agent's Message, together with confirmation of book-entry transfer thereof pursuant to the procedures set forth under the caption "*—Procedures for Tendering Notes—Book Entry Transfer*" are received by the Tender Agent no later than the close of business on the second business day after the Expiration Time.

Notes validly tendered pursuant to the guaranteed delivery procedures may be submitted only in principal amounts equal to the authorized denominations. The date and time for Notes to be validly tendered and delivered pursuant to the guaranteed delivery procedures will expire at 5:00 p.m., New York City time, on March 24, 2021 (such time and date, the “*Guaranteed Delivery Time*”). The settlement date for the Notes that are validly tendered pursuant to the guaranteed delivery procedures prior to the Guaranteed Delivery Time, is expected to be March 25, 2021, assuming neither the Expiration Time nor the Settlement Date are extended nor the Offer is earlier terminated with respect to such Series of Notes.

The Notice of Guaranteed Delivery may be transmitted in accordance with the usual procedures of DTC; provided, however, that if the notice is sent through electronic means, it must state that DTC has received an express acknowledgement from the Holder on whose behalf the notice is given that the Holder has received and agrees to become bound by the form of the notice to DTC. If the ATOP procedures are used to give notice of guaranteed delivery, the DTC participant does not need to complete and physically deliver the Notice of Guaranteed Delivery, but each Holder will be bound by the terms of the Tender Offer. Interest will cease to accrue on the Settlement Date for all Notes accepted for purchase in the Tender Offer, including those tendered through the guaranteed delivery procedures. Under no circumstances will any additional interest be payable because of any delay on the part of the guaranteed delivery procedures.

“*Eligible Institution*” means a member firm of a registered national securities exchange or of the Financial Industry Regulatory Authority, a commercial bank or trust company having an office or correspondent in the United States or an “*Eligible Guarantor Institution*” within the meaning of Rule 17Ad-15(a)(2) under the Exchange Act. In the Offer Documents, the term “*business day*” means a day that is not, in New York City, a Saturday, Sunday, a legal holiday or a day on which banking institutions are authorized or obligated by law to close.

The Eligible Institution that completes the Notice of Guaranteed Delivery must deliver a copy of the Notice of Guaranteed Delivery to the Tender Agent within the time period stated above.

Failure to do so will result in an invalid tender of the related Notes and could result in a financial loss to such Eligible Institution.

The method of delivery of the Notes, the Notice of Guaranteed Delivery and all other required documents, including delivery through DTC and transmission of an Agent’s Message transmitted through ATOP to the Tender Agent is at the election and risk of the tendering Holder or the person transmitting an Agent’s Message, as applicable, and delivery will be deemed made only when actually received by the Tender Agent. If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed for such documents to reach the Tender Agent before the Expiration Time.

Your Representations and Warranties; the Offeror’s Acceptance Constitutes an Agreement

A tender of Notes under the procedures described above will constitute your acceptance of the terms and conditions of the Tender Offer. In addition, by instructing your custodian or nominee to tender your Notes in the Tender Offer, you are representing, warranting and agreeing that:

- you have received the Offer Documents and agree to be bound by all the terms and conditions of the Tender Offer;
- you have full power and authority to tender, sell, assign and transfer your Notes;
- you have assigned and transferred the Notes to the Tender Agent and constitute and appoint the Tender Agent as your true and lawful agent and attorney-in-fact to cause your Notes to be tendered in the Tender Offer, that power of attorney being irrevocable and coupled with an interest;
- your Notes are being tendered, and will, when accepted by the Tender Agent, be free and clear of all charges, liens, restrictions, claims, equitable interests and encumbrances, other than the claims of a Holder under the express terms of the Tender Offer; and
- you will, upon the Offeror’s request or the request of the Tender Agent, as applicable, execute and deliver any additional documents necessary or desirable for the completion of the tender of the Notes.

Your custodian or other nominee, by delivering, or causing to be delivered, the Notes and the completed Agent’s Message and/or Notice of Guaranteed Delivery to the Tender Agent is representing and warranting that you, as owner of the Notes, have represented, warranted and agreed to each of the above.

The Offeror’s acceptance for payment of Notes tendered under the Tender Offer will constitute a binding agreement between you and the Offeror upon the terms and conditions of the Tender Offer described in the Offer Documents.

Acceptance of Notes for Purchase; Payment of Notes

Upon the terms and subject to the conditions of the Tender Offer, the Offeror will accept for purchase, and pay for, Notes validly tendered and, in each case, not validly withdrawn upon the satisfaction or waiver of the conditions to the Tender Offer specified under “*Principal Terms of the Tender Offer—Conditions of the Tender Offer.*” The Offeror will promptly pay for Notes accepted for purchase. In all cases, payment for Notes accepted for purchase pursuant to the Tender Offer will be made only after confirmation of book-entry transfer thereof.

The Offeror expressly reserves the right, in its sole discretion, but subject to applicable law, to (1) delay acceptance for purchase of Notes tendered under the Tender Offer or the payment for Notes accepted for purchase (subject to Rule 14e-1 under the Exchange Act, which requires that the Offeror pay the consideration offered or return Notes deposited by or on behalf of the Holders promptly after the termination or withdrawal of the Tender Offer), or (2) terminate or withdraw the Tender Offer at any time. Notwithstanding anything in this Offer to Purchase to the contrary, the Offeror will not pay the Consideration until promptly after expiration of the Tender Offer pursuant to Rule 14e-1(c) of the Exchange Act.

For purposes of the Tender Offer, the Offeror will be deemed to have accepted for purchase validly tendered Notes (or defectively tendered Notes with respect to which the Offeror has waived such defect) if, as, and when the Offeror gives oral (promptly confirmed in writing) or written notice thereof to the Tender Agent. With respect to tendered Notes that are to be returned to Holders, such Notes will be credited to the account maintained at DTC from which such Notes were delivered after the expiration or termination or withdrawal of the Tender Offer.

The Offeror will pay for Notes accepted for purchase in the Tender Offer by depositing such payment in cash with the Tender Agent or, upon its instructions, DTC, for distribution to the Holders entitled thereto, the Consideration and Accrued Interest and transmitting the Consideration and Accrued Interest to such Holders. Upon the terms and subject to the conditions of the Tender Offer, delivery by the Offeror to the Tender Agent or DTC, as the case may be, of the Consideration and Accrued Interest for Notes tendered in connection with the Tender Offer will be made on the Settlement Date with respect to accepted Notes that are delivered at or prior to the Expiration Time or on the Guaranteed Delivery Settlement Date with respect to accepted Notes that are delivered at or prior to the Guaranteed Delivery Time pursuant to the guaranteed delivery procedures, as applicable.

Notes may be tendered and guarantees may be delivered only in principal amounts equal to the minimum authorized denomination and the integral multiple in excess of the minimum authorized denomination for the respective Series of Notes indicated in the table below. Alternative, conditional or contingent tenders will not be considered valid. Holders who tender less than all of their Notes must continue to hold Notes in the minimum authorized denomination set forth below:

<u>Title of Notes</u>	<u>CUSIP Number</u>	<u>Minimum Authorized Denomination</u>	<u>Integral Multiple in Excess of Minimum Authorized Denomination</u>
DXC Notes (4.450% Senior Notes due 2022).....	23355LAA4	\$2,000	\$1,000
CSC Notes (4.450% Senior Notes due 2022).....	205363AN4	\$2,000	\$1,000

By tendering their Notes, Holders will be deemed to waive any right to receive any notice of the acceptance of their Notes for purchase.

If, for any reason, acceptance for purchase of, or payment for, validly tendered Notes pursuant to the Tender Offer is delayed, or the Offeror is unable to accept for purchase or to pay for validly tendered Notes pursuant to the Tender Offer, then the Tender Agent may, nevertheless, on behalf of the Offeror, retain the tendered Notes, without prejudice to the rights of the Offeror described above under “—*Procedures For Tendering Notes—Expiration Time; Extensions; Amendments*” and under “—*Conditions of the Tender Offer*” above and “—*Withdrawal of Tenders*” below, but subject to Rule 14e-1 under the

Exchange Act, which requires that the Offeror pay the consideration offered or return the Notes tendered promptly after the termination or withdrawal of the Tender Offer.

If any tendered Notes are not accepted for payment for any reason pursuant to the terms and conditions of the Tender Offer, such Notes will be credited to an account maintained at DTC, designated by the participant therein who so tendered such Notes, promptly following the Expiration Time or the termination or withdrawal of the Tender Offer.

The Offeror may transfer or assign, in whole or from time to time in part, to one or more of its affiliates or any third party the right to purchase all or any of the Notes tendered pursuant to the Tender Offer, but any such transfer or assignment will not relieve the Offeror of its obligations under the Tender Offer and will in no way prejudice the rights of tendering Holders to receive payment for Notes validly tendered and not validly withdrawn and accepted for payment pursuant to the Tender Offer.

Holders of Notes tendered and accepted for payment pursuant to the Tender Offer will be entitled to Accrued Interest payable on the Settlement Date. Under no circumstances will any additional interest be payable because of any delay by the Tender Agent or DTC in the transmission of funds to the Holders of purchased Notes or otherwise. For the avoidance of doubt, interest will cease to accrue on the Settlement Date for all Notes accepted in the Tender Offer.

Tendering Holders of Notes purchased in the Tender Offer will not be obligated to pay brokerage commissions or fees to the Offeror, the Dealer Manager, the Tender Agent or Information Agent, or to pay transfer taxes with respect to the purchase of their Notes. If you hold your Notes through a broker, dealer, commercial bank, trust company or other nominee, you should ask your broker, dealer, commercial bank, trust company or other nominee if you will be charged a fee to tender your Notes through such broker, dealer, commercial bank, trust company or other nominee. The Offeror will pay all other charges and expenses in connection with the Tender Offer. See “*The Dealer Manager, the Tender Agent and the Information Agent.*”

All questions as to the validity, form, eligibility (including time of receipt) and acceptance of any tendered Notes pursuant to any of the procedures described above will be determined by the Offeror in its sole discretion (whose determination shall be final and binding). The Offeror expressly reserves the absolute right, in its sole discretion, subject to applicable law, to reject any or all tenders of the Notes determined by it not to be in proper form or if the acceptance for payment of, or payment for, such Notes may, in the opinion of the Offeror, be unlawful. The Offeror also reserves the absolute right, in its sole discretion, subject to applicable law, to waive or amend any or all of the conditions of this Offer to Purchase or to waive any defect or irregularity in any tender with respect to the Notes of any particular Holder, whether or not similar defects or irregularities are waived in the case of other Holders. The Offeror’s interpretation of the terms and conditions of this Offer to Purchase will be final and binding. Any defect or irregularity in connection with tenders of Notes must be cured within such time as the Offeror determines, unless waived by the Offeror. Tenders of Notes shall not be deemed to have been made until all defects or irregularities have been waived by the Offeror or cured. Neither the Offeror, the Dealer Manager, the Tender Agent, the Information Agent nor any other person will be under any duty to give notification of any defects or irregularities in tenders or will incur any liability for failure to give any such notification.

Backup Withholding and Information Reporting

For a summary of the backup withholding and information reporting requirements applicable to tendering Holders, see “*Material U.S. Federal Income Tax Consequences.*”

Withdrawal of Tenders

Notes subject to the Tender Offer may be validly withdrawn at any time before the earlier of (i) the Expiration Time, or (ii) if the Tender Offer is extended, the 10th business day after commencement of the Tender Offer. Notes subject to the Tender Offer may also be validly withdrawn in the event the Tender Offer has not been consummated within 60 business days after commencement. If the Tender Offer is terminated or withdrawn, the Notes tendered pursuant to the Tender Offer will be promptly returned to the tendering Holders.

For a withdrawal of a tender of Notes to be effective, the Tender Agent must receive a properly transmitted “*Request Message*” through ATOP before the applicable time described above. Any such notice of withdrawal must (i) specify the name of the participant in the book-entry transfer facility whose name appears on the security position listing as the owner of such Notes, (ii) contain the description of the Notes to be withdrawn and the aggregate principal amount represented by such

Notes, and (iii) specify the name and number of the account at the book-entry transfer facility to be credited with withdrawn Notes. A withdrawal of Notes may only be accomplished in accordance with the foregoing procedures.

Holders may not rescind their withdrawal of tenders of Notes, and any Notes properly withdrawn will thereafter be deemed not validly tendered for purposes of the Tender Offer (unless such Holder validly re-tenders such Notes before the Expiration Time). Notes validly withdrawn may thereafter be retendered at any time before the Expiration Time by following the procedures described under “—*Procedures for Tendering Notes.*”

The Offeror will determine all questions as to the form and validity (including time of receipt) of any notice of withdrawal of a tender, in its sole discretion, which determination shall be final and binding. The Offeror expressly reserves the absolute right, in its sole discretion, subject to applicable law, to reject any or all attempted withdrawals of the Notes determined by it not to be in proper form or if the withdrawal of such Notes may, in the opinion of the Offeror, be unlawful. The Offeror also reserves the absolute right, in its sole discretion, subject to applicable law, to waive any defect or irregularity in any withdrawal with respect to the Notes of any particular Holder, whether or not similar defects or irregularities are waived in the case of other Holders. None of the Offeror, the Dealer Manager, the Tender Agent, the Information Agent or any other person will be under any duty to give notification of any defect or irregularity in any notice of withdrawal of a tender or incur any liability for failure to give any such notification.

If the Offeror is delayed in its acceptance for purchase of, or payment for, any Notes or is unable to accept for purchase or pay for any Notes pursuant to the Tender Offer for any reason, then, without prejudice to the Offeror's rights hereunder, but subject to applicable law, tendered Notes may be retained by the Tender Agent on behalf of the Offeror and may not be validly withdrawn (subject to Rule 14e-1 under the Exchange Act, which requires that the Offeror pay the consideration offered or return the Notes deposited by or on behalf of the Holders promptly after the termination or withdrawal of the applicable Offer).

The Notes are debt obligations of DXC and its wholly-owned subsidiary, CSC, and are governed by the indentures under which the respective Notes were issued. There are no appraisal or other similar statutory rights available to Holders in connection with the Tender Offer.

The Tender Agent will return to tendering Holders all Notes in respect of which it has received valid and timely withdrawal instructions, promptly after it receives such instructions.

Holders can withdraw the tender of their Notes only in accordance with the foregoing procedures.

CERTAIN CONSIDERATIONS

In deciding whether to participate in the Tender Offer, each Holder should consider carefully, in addition to the other information contained in and incorporated by reference in this Offer to Purchase, the following:

Position of the Offeror Concerning the Tender Offer

None of the Offeror, its boards of directors or officers, the Dealer Manager, the Tender Agent or the Information Agent makes any recommendation to any Holder whether to tender or refrain from tendering any or all of such Holder's Notes, and none of them have authorized any person to make any such recommendation. Holders are urged to evaluate carefully all information in the Offer Documents, consult their own investment and tax advisors and make their own decisions whether to tender Notes.

The Tender Offer May Adversely Affect the Market Value and Reduce the Liquidity of any Trading Market for the Notes

All Notes validly tendered and accepted for purchase in the Tender Offer will be retired and canceled. Historically, the trading market for each Series of Notes has been limited. To the extent that Notes are tendered and accepted for purchase in any Offer, the trading market for Notes of that Series will likely become further limited. A bid for a debt security with a smaller outstanding principal amount available for trading (a smaller "float") may be lower than a bid for a comparable debt security with a greater float. Therefore, the market price for and liquidity of Notes not tendered or tendered but not accepted for purchase may be affected adversely to the extent that the principal amount of Notes purchased pursuant to the Tender Offer reduces the float. The reduced float may also tend to make the trading price more volatile.

Holders of unpurchased Notes may attempt to obtain quotations for their Notes from their brokers; however, there can be no assurance that an active trading market will exist for Notes of any Series following consummation of the Tender Offer. The extent of the public market for Notes of any Series following consummation of the Tender Offer will depend upon a number of factors, including the size of the float, the number of Holders remaining at such time, and the interest in maintaining a market in Notes of that Series on the part of securities firms.

Conditions to the Consummation of the Tender Offer

The consummation of the Tender Offer is subject to the satisfaction of several conditions. See "*Principal Terms of the Tender Offer—Conditions of the Tender Offer.*" There can be no assurance that such conditions will be met or that, in the event that the Tender Offer is not consummated, the market value and liquidity of the Notes will not be materially adversely affected.

Treatment of Notes Not Tendered in the Tender Offer

Notes not validly tendered and accepted for purchase in the Tender Offer will remain outstanding. The terms and conditions governing the Notes, including the covenants and other protective provisions contained in the indentures governing the Notes, will remain unchanged. No amendments to these debt instruments are being sought.

After the Expiration Time, the Offeror may, from time to time, purchase additional Notes in the open market, in privately negotiated transactions, through tender offers, exchange offers or otherwise, or may redeem Notes pursuant to the terms of the relevant indenture governing the Notes. Any future purchases may be on the same terms or on terms that are more or less favorable to Holders of Notes than the terms of the Tender Offer. Any future purchases by the Offeror will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) the Offeror will choose to pursue in the future.

Substantially concurrently with the commencement of the Tender Offer, the Offeror and CSC expect to issue notices of full redemption to the holders of the DXC Notes and the CSC Notes, respectively, to redeem all of the DXC Notes and the CSC Notes, specifying April 15, 2021 as the redemption date. This will result in the retirement of all of the DXC Notes and the CSC Notes that remain outstanding after consummation of the Tender Offer. In addition, substantially concurrently with the commencement of the Tender Offer, the Offeror expects to issue a notice of full redemption to the holders of the 2023 Notes to redeem all of the 2023 Notes, specifying March 26, 2021 as the redemption date. The 2023 Notes are not subject to the Tender Offer. The Offeror will use the funds required to consummate the Redemptions from cash on hand. Neither the Tender Offer nor the Redemptions are conditioned on the completion of the other. The Tender Offer is contingent on the conditions described under "*Principal Terms of the Tender Offer—Conditions of the Tender Offer.*" and no assurance can be

given that such conditions will be satisfied or waived. The Tender Offer does not constitute a notice of redemption or an obligation to issue a notice of redemption.

SOURCE OF FUNDS

The Offeror will use the funds required to consummate the Tender Offer from cash on hand.

MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES

The following discussion is a summary of the material U.S. federal income tax consequences of the disposition of the Notes pursuant to the Tender Offer, but does not purport to be a complete analysis of all potential tax effects. This summary is based upon the provisions of the Internal Revenue Code of 1986, as amended (the “Code”), the applicable Treasury Regulations promulgated and proposed thereunder, judicial authority and current administrative rulings and practice of the U.S. Internal Revenue Service (the “IRS”), in each case, in effect as of the date hereof, all of which are subject to change or differing interpretations, possibly with retroactive effect, 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 disposition of the Notes pursuant to the Tender Offer. As used herein, the term “U.S. Holder” means a beneficial owner of a Note who or which is, for U.S. federal income tax purposes, (1) an individual who is a citizen or resident alien of the United States, (2) a corporation that is created or organized under the laws of the United States, or any state thereof (including the District of Columbia), (3) an estate, the income of which is subject to U.S. federal income tax regardless of its source or (4) a trust if a U.S. court is able to exercise primary supervision over the administration of the trust and one or more “United States persons” (as defined in the Code) have the authority to control all substantial decisions of the trust, or if the trust has made a valid election to be treated as a United States person. As used herein, the term “Non-U.S. Holder” means a beneficial owner of a Note that is neither a U.S. Holder nor an entity or arrangement treated as a partnership for U.S. federal income tax purposes.

This discussion does not address all aspects of U.S. federal income taxation, including consequences under the alternative minimum tax or net investment income tax, and does not address federal tax considerations other than income tax considerations (such as estate and gift tax considerations) or any state, local, non-U.S. or other tax laws or the effect of any tax treaty. This discussion does not purport to deal with all aspects of U.S. federal income taxation that might be relevant to particular Holders in light of their circumstances or status, nor does it discuss the U.S. federal income tax consequences to certain types of Holders subject to special treatment under the U.S. federal income tax laws (for example, financial institutions (including banks), insurance companies, individual retirement accounts and other tax-deferred accounts, tax-exempt organizations, dealers in securities or currencies, traders in securities that elect to use the mark-to-market method of accounting for their securities holdings, partnerships or other pass-through entities, persons holding the Notes as part of a “straddle,” “hedge,” “wash sale,” “constructive sale,” “conversion transaction,” or other risk reduction transaction for U.S. federal income tax purposes, or as part of a “synthetic security” or other integrated financial transaction, government agencies or instrumentalities, hybrid entities, real estate investment trusts, persons that have ceased to be U.S. citizens or lawful permanent residents of the United States, U.S. Holders (as defined above) holding the Notes in connection with a trade or business conducted outside of the United States, U.S. citizens or lawful permanent residents living abroad, U.S. Holders whose functional currency is not the U.S. dollar, “controlled foreign corporations”, “passive foreign investment companies” and regulated investment companies or shareholders of such corporations, corporations that accumulate earnings to avoid U.S. federal income tax, or persons required under Section 451(b) of the Code to conform the timing of income accruals with respect to the Notes to their financial statements).

This discussion assumes that the Notes are held as capital assets, as defined in Section 1221 of the Code (generally, property held for investment), by the Holders thereof. This discussion is limited to the U.S. federal income tax consequences to Holders disposing of Notes pursuant to the Tender Offer.

If an entity or arrangement classified as a partnership for U.S. federal income tax purposes holds Notes, the tax treatment of a partner generally will depend on the status of the partner and on the activities of the partnership. Holders that are entities or arrangements classified as partnerships for U.S. federal income tax purposes and the partners therein should consult their tax advisors concerning the U.S. federal income tax consequences to them of participating in the Tender Offer.

THE SUMMARY OF U.S. FEDERAL INCOME TAX CONSEQUENCES SET OUT BELOW IS FOR GENERAL INFORMATION ONLY. ALL HOLDERS SHOULD CONSULT THEIR TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF PARTICIPATING IN THE TENDER OFFER, INCLUDING THE APPLICABILITY AND EFFECT OF FEDERAL, STATE, LOCAL, NON-U.S. AND OTHER TAX LAWS (INCLUDING ANY TAX TREATY) AND POSSIBLE CHANGES IN TAX LAW.

U.S. Holders

Sale of Notes Pursuant to the Tender Offer

A U.S. Holder that receives cash in exchange for Notes pursuant to the Tender Offer generally will recognize gain or loss equal to the difference between the amount realized on the sale of the Notes pursuant to the Tender Offer and the U.S. Holder's adjusted tax basis in such Notes at the time of sale. The amount realized will equal the amount of cash received for such Notes (other than amounts attributable to Accrued Interest, which amounts will be treated as ordinary interest income to the extent not previously included in income). A U.S. Holder's adjusted tax basis in a Note generally will equal the cost of such Note to such Holder (or in the case of a U.S. Holder who acquired its DXC Notes at their original issuance, the issue price of such DXC Notes, which was \$1,067 per \$1,000 principal amount), increased by any market discount with respect to the Note that has been previously included in income by the U.S. Holder pursuant to an election, and reduced (but not below zero) by any amortizable bond premium previously deducted with respect to the Note. Amortizable bond premium is generally defined as the excess of a U.S. Holder's tax basis in the Note immediately after its acquisition by such U.S. Holder over the sum of all amounts payable on the Note after the purchase date other than payments of stated interest. Except to the extent that gain is re-characterized as ordinary income pursuant to the market discount rules discussed below, any gain or loss recognized on the sale of Notes pursuant to the Tender Offer generally will be capital gain or loss, and will be long-term capital gain or loss if, at the time of the sale, the U.S. Holder's holding period for the Notes is more than one year. Long-term capital gains of non-corporate U.S. Holders (including individuals) currently are eligible for reduced rates of taxation for U.S. federal income tax purposes. The deductibility of capital losses is subject to limitations.

Market Discount

Gain recognized by a tendering U.S. Holder will be treated as ordinary income to the extent of any market discount on the Notes that has accrued during the period that the tendering U.S. Holder held the Notes and that has not previously been included in income by the U.S. Holder. A Note generally will be treated as purchased at a market discount if the stated principal amount of the Note exceeded the amount for which the U.S. Holder purchased the Note by at least 0.25 percent of the Note's stated principal amount multiplied by the number of complete years from the date acquired by the U.S. Holder to the Note's maturity. Market discount accrues on a straight-line basis, unless such U.S. Holder elected to accrue the market discount on a constant-yield method.

Information Reporting and Backup Withholding

Payments of proceeds of the sale of Notes (including any consideration attributable to Accrued Interest) by a U.S. paying agent or other U.S. intermediary will be reported to the IRS and to the U.S. Holder as may be required under applicable Treasury Regulations, unless such U.S. Holder is a corporation or other exempt recipient. A U.S. Holder whose Notes are tendered and accepted for payment pursuant to the Tender Offer may be subject to backup withholding, with respect to the cash proceeds from the sale of such Notes, unless such U.S. Holder is a corporation or other exempt recipient and, when required, demonstrates this fact, if (i) the U.S. Holder fails to provide an accurate taxpayer identification number ("TIN") or fails to establish its exempt status, (ii) the IRS notifies the payor that the TIN furnished by the U.S. Holder is incorrect, (iii) there has been a notified payee underreporting described in Section 3406(c) of the Code, or (iv) the U.S. Holder has not certified under penalties of perjury that it has furnished a correct TIN and that the IRS has not notified the U.S. Holder that it is subject to backup withholding under the Code. A U.S. Holder that does not provide its correct TIN may be subject to penalties imposed by the IRS.

Backup withholding is not an additional tax; any amounts withheld under the backup withholding rules will be allowed as a credit against such U.S. Holder's U.S. federal income tax liability and may entitle such holder to a refund provided that the required information is timely filed with the IRS. U.S. Holders should consult their tax advisors as to the application of information reporting and backup withholding rules, their qualification for exemption from backup withholding and the procedure for obtaining an exemption.

Non-U.S. Holders

Sale of Notes Pursuant to the Tender Offer

Subject to the discussion below under the headings "*—Amounts Attributable to Accrued Interest,*" "*—Information Reporting and Backup Withholding,*" and "*—Additional Withholding Tax on Payments Made to Foreign Accounts,*" a

Non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax on any gain realized from the sale of a Note pursuant to the Tender Offer, 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 tax treaty, the Non-U.S. Holder maintains a U.S. permanent establishment to which the gain is attributable; or
- the Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of the sale, and certain other conditions are met.

A Non-U.S. Holder described in the first bullet point above generally will be subject to U.S. federal income tax on a net income basis in the same manner as if such Non-U.S. Holder were a U.S. Holder, and if such Holder is a foreign corporation, it may also be required to pay an additional branch profits tax at a 30% rate (or a lower rate if so specified by an applicable income tax treaty) on such effectively connected gain, as adjusted for certain items. A Non-U.S. Holder described in the second bullet point above will be subject to U.S. federal income tax at a 30% rate (or, if applicable, a lower treaty rate) on the gain derived from the sale, which may be offset by certain U.S. source capital losses, even though the holder is not considered a resident of the United States, provided the Non-U.S. Holder timely files U.S. federal income tax returns with respect to such losses.

Amounts Attributable to Accrued Interest

Subject to the discussion below under the headings “—*Information Reporting and Backup Withholding*” and “—*Additional Withholding Tax on Payments Made to Foreign Accounts*,” the gross amount of the cash payments attributable to Accrued Interest paid to a Non-U.S. Holder with respect to the Notes tendered pursuant to the Tender Offer generally will not be subject to U.S. federal income or withholding tax, provided that such Accrued Interest is not effectively connected with such Non-U.S. Holder's conduct of a U.S. trade or business and such Non-U.S. Holder (i) does not, directly or indirectly, actually or constructively, own 10% or more of the total combined voting power of all classes of stock of DXC or CSC (as applicable) that are entitled to vote, (ii) is not a “controlled foreign corporation” with respect to which DXC or CSC (as applicable) is a “related person,” each within the meaning of the Code and (iii) (a) certifies on an appropriate form (generally IRS Form W-8BEN, IRS Form W-8BEN-E or other applicable form), under penalties of perjury, that it is not a United States person and provides its name, address and certain other information, and (1) files that form with the withholding agent or (2) a securities clearing organization, bank or other financial institution holding customers' securities in the ordinary course of its trade or business that holds the Notes on behalf of such Non-U.S. Holder, files with the withholding agent a statement that it has received the IRS Form W-8BEN, IRS Form W-8BEN-E or other applicable form from such Non-U.S. Holder or another intermediate financial institution and furnishes the withholding agent with a copy thereof or (b) holds its Notes directly through a “qualified intermediary” (within the meaning of applicable Treasury Regulations) and certain conditions are satisfied. In addition, the withholding agent must not have actual knowledge or reason to know that the beneficial owner of the Notes is a United States person.

If a Non-U.S. Holder does not satisfy the requirements above, the amount attributable to Accrued Interest paid to such Non-U.S. Holder generally will be subject to a 30% U.S. federal withholding tax unless (1) such Non-U.S. Holder is entitled to a reduction in or an exemption from withholding on such interest as a result of an applicable tax treaty or (2) such interest is effectively connected with such Non-U.S. Holder's conduct or a trade or business within the United States. To claim such entitlement, the Non-U.S. Holder must provide the applicable withholding agent with a properly executed (1) IRS Form W-8BEN or IRS Form W-8BEN-E 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, or (2) 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 (and possibly branch profits tax) in the same manner as effectively connected gain, as described above under "*Sale of Notes Pursuant to the Tender Offer.*"

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.

Information Reporting and Backup Withholding

Any cash payments attributable to Accrued Interest that are paid to a Non-U.S. Holder, and amounts withheld from such payments, if any, generally will be reported to the IRS and to such Non-U.S. Holder. 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. A Non-U.S. Holder's receipt of cash proceeds from the sale of Notes pursuant to the Tender Offer (including any portion of the proceeds attributable to Accrued Interest) within the United States or conducted through certain U.S.-related brokers generally will not be subject to backup withholding, provided that the payor does not have actual knowledge or reason to know that such Holder is a United States person and the Holder certifies its non-U.S. status as described above under "*Amounts Attributable to Accrued Interest,*" or the Holder otherwise establishes an exemption. Proceeds of a disposition of the 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.

Backup withholding is not an additional tax; any amounts withheld under the backup withholding rules will be allowed as credit against such Non-U.S. Holder's U.S. federal income tax liability and may entitle such Holder to a refund provided that the required information is timely filed with the IRS. Non-U.S. Holders should consult their tax advisors as to the application of information reporting and backup withholding rules, their qualification for exemption from backup withholding and the procedure for obtaining an exemption.

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 payments of amounts attributable to Accrued Interest on, or (subject to the proposed Treasury Regulations discussed below) gross proceeds from the sale of, the Notes that are 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.

While withholding under FATCA would have applied to payments of gross proceeds from the sale of the Notes pursuant to the Tender Offer, 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.

Since the CSC Notes were issued prior to July 1, 2014, they generally will be treated as “grandfathered obligations” for purposes of FATCA withholding unless they were “significantly modified” on or after such date. Accordingly, unless the CSC Notes were significantly modified after June 30, 2014, payments received on the sale of the CSC Notes pursuant to the Tender Offer will generally not be subject to any FATCA withholding discussed above.

Holders should consult their tax advisors regarding the potential application of withholding under FATCA to payments attributable to Accrued Interest on the Notes.

THE DEALER MANAGER, THE DEPOSITARY AND THE INFORMATION AGENT

The Offeror has retained MUFG Securities Americas Inc. to act as Dealer Manager, and Global Bondholder Services Corporation to act as the Tender Agent and Information Agent, for the Tender Offer. The Offeror has agreed to pay the Tender Agent and Information Agent customary fees for its services in connection with the Tender Offer. In addition, the Offeror will reimburse the Dealer Manager for its reasonable out-of-pocket expenses. The Offeror has agreed to indemnify the Dealer Manager against certain liabilities, including certain liabilities under the federal securities laws or to contribute to payments any or all of them may be required to make in respect of those liabilities.

At any given time, the Dealer Manager may trade Notes or other securities of the Offeror for its own accounts or for the accounts of its customers, and accordingly, may hold a long or a short position in the Notes or such other securities.

The Dealer Manager and its respective affiliates have provided in the past, and may provide in the future, financial, advisory, investment banking and general banking services to the Offeror, for which it has received and will receive customary fees and commissions.

None of the Dealer Manager, the Tender Agent or the Information Agent assumes any responsibility for the accuracy or completeness of the information concerning the Tender Offer or the Offeror contained in this Offer to Purchase or related documents or for any failure by the Offeror to disclose events that may have occurred and may affect the significance or accuracy of such information.

The Offeror's officers and employees (who will not be specifically compensated for such services), the Dealer Manager and/or the Information Agent may contact Holders by mail, telephone, email or facsimile regarding the Tender Offer and may request brokers, dealers and other nominees to forward this Offer to Purchase and related materials to beneficial owners of Notes. The Offeror will also pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of this Offer to Purchase and related documents to the beneficial owners of the Notes and in handling or forwarding tenders of Notes by their customers.

MISCELLANEOUS

The Offeror is not aware of any jurisdiction where the making of any Offer is not in compliance with the laws of such jurisdiction. If the Offeror becomes aware of any jurisdiction where the making of any Offer would not be in compliance with such laws, the Offeror will make a good faith effort to comply with any such laws or may seek to have such laws declared inapplicable to the applicable Offer. If, after such good faith effort, the Offeror cannot comply with any such applicable laws, the Offer will not be made to the Holders residing in each such jurisdiction.

SCHEDULE A
FORMULA FOR DETERMINING CONSIDERATION AND ACCRUED INTEREST

C	=	The Consideration per \$1,000 principal amount of the Notes being priced (excluding Accrued Interest). The tendering Holder will receive a total amount per \$1,000 principal amount (rounded to the nearest \$0.01) equal to the Consideration plus Accrued Interest on such Notes from the applicable last interest payment date up to, but not including, the Settlement Date.
N	=	The number of remaining cash payment dates for the Notes being priced from, but not including, the Settlement Date to and including their maturity date.
CF _i	=	The aggregate amount of cash per \$1,000 principal amount scheduled to be paid on the Notes being priced on the “ <i>i-th</i> ” out of the N remaining cash payment dates for such Notes. Scheduled payments of cash include interest and, on the date of maturity, principal.
YLD	=	The applicable Yield for the Series of Notes being priced (expressed as a decimal number). The Yield is the sum of the applicable Reference Yield (as defined in this Offer to Purchase) and the applicable Fixed Spread (as set forth on the front cover of this Offer to Purchase).
S	=	The number of days from and including the last interest payment date for the Series of Notes to, but not including, the Settlement Date. The number of days is computed using the 30/360 day count method in accordance with market convention.
Accrued Interest	=	Accrued and unpaid interest per \$1,000 principal amount of the Notes being priced from the applicable last interest payment date up to, but not including, the Settlement Date.
/	=	Divide. The term immediately to the left of the division symbol is divided by the term immediately to the right of the division symbol before any other addition or subtraction operations are performed.
exp	=	Exponentiate. The term to the left of the exponentiation symbol is raised to the power indicated by the term to the right of the exponentiation symbol.
$\sum_{i=1}^N$	=	Summate. The term to the right of the summation symbol is separately calculated “N” i=1 times (substituting for the “ <i>i</i> ” in that term each whole number between 1 and N, inclusive) and i = 1 the separate calculations are then added together.
CPN	=	The contractual rate of interest payable on a Note, calculated in accordance with the terms of such Note, expressed as decimal number.

Accrued Interest = \$1,000(CPN/2)(S/180)

Formula
$$C = \sum_{i=1}^N \left[\frac{CF_i}{(1 + YLD/2) \exp(i-S/180)} \right] - \text{Accrued Interest}$$

A Holder must tender Notes through DTC's ATOP system. Any questions or requests for assistance or additional copies of this Offer to Purchase or the Notice of Guaranteed Delivery may be directed to the Information Agent at its telephone number or addresses set forth below.

The Tender Agent and Information Agent for the Tender Offer is:

Global Bondholder Services Corporation

65 Broadway – Suite 404
New York, New York 10006
Attn: Corporate Actions

Banks and Brokers call: (212) 430-3774
Toll free (866) 470-3700
E-mail: contact@gbsc-usa.com

A Holder may also contact the Dealer Manager at the telephone number and addresses listed below or, if a beneficial owner, such Holder's broker, dealer, commercial bank or trust company or nominee for assistance concerning the Offer to Purchase.

The Dealer Manager for the Tender Offer is:

MUFG Securities Americas Inc.

1221 Avenue of the Americas, 6th Floor
New York, New York 10020
Attention: Liability Management
Telephone: (212) 405-7481 (collect) or
(877) 744-4532 (U.S. toll free)