



## COMPUTER SCIENCES CORPORATION MATCHED ASSET PLAN

### SUMMARY PLAN DESCRIPTION AND PROSPECTUS

**DATED**

**JUNE 1, 2012**

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*This booklet is a summary plan description of the benefits available effective as of June 1, 2012 under the Computer Sciences Corporation Matched Asset Plan. More detailed information is provided in the official Plan document. If there is a conflict between statements in this booklet or any oral statements and the terms of the Plan document, the Plan document will govern the operation of the Plan. This document constitutes a prospectus covering securities that have been registered under the Securities and Exchange Act of 1933. The Board of Directors of Computer Sciences Corporation and the committee it appoints reserve the right to modify, suspend, change or terminate the Plan at any time. Questions regarding your benefits should be directed as designated in this booklet. Because of the many detailed provisions of the Plan, no one else is authorized to advise you as to your benefits or change the written terms of the Plan document. For this reason, Computer Sciences Corporation cannot be bound by statements made by unauthorized personnel, or by statements that contradict the terms of the Plan. Benefit calculations are subject to final verification by the Company, and will be based upon the terms of the Plan and applicable laws in effect from time to time.*

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## Introduction

The Computer Sciences Corporation Matched Asset Plan (“MAP” or the “Plan”) offers you<sup>1</sup> a way to put money aside for your future financial security. Through the Plan you also gain important tax advantages. As a Participant in the Plan, you can share in the ownership of Computer Sciences Corporation (“CSC” or “the Company”) through the contributions made to your Account that are invested in the Computer Sciences Corporation Stock Fund (“CSC Stock Fund”).

CSC maintains the Plan for its employees and employees of participating employers (a list of participating employers is attached in **Appendix A**, and the term “Employer” as used throughout this document refers to CSC and all participating employers). The Plan is administered by a committee appointed by CSC’s Board of Directors (the “Plan Administrator”), as described below, under “Administration.”

The benefits under the Plan are in addition to any benefits under the Computer Sciences Corporation Employee Pension Plan, the Federal Social Security Act, and any other company’s plan. The Plan is a voluntary, contributory, defined contribution plan authorized under Section 401(k) of the Internal Revenue Code (“Code”) (a “401(k) plan”) and intended to comply with Section 404(c) of the Employee Retirement Income Security Act of 1974 (“ERISA”) and qualify as a profit-sharing plan under Code Section 401(a)(27)(B).

The following paragraphs describe the highlights of the Plan. If you have any questions about the Plan, you should contact a Participant Services Representative via the MAP Information Line at 1-877-MAP-401K (1-877-627-4015).

This booklet constitutes the Summary Plan Description (“SPD”) called for by ERISA. The Plan was originally effective on February 1, 1967. This SPD is an overview of the Plan document, amended as of January 1, 2012. This SPD explains key features of the Plan in an easy-to-read format and style, and contains information relating to the benefits that are provided under the Plan. This SPD advises Plan Participants of their rights and obligations under the Plan, but it does not contain every detail of the Plan. The official Plan document contains all the details of the Plan. While every attempt has been made to ensure that the information in this booklet is accurate, the Plan is governed by the legal document. If there is a conflict between statements in this booklet and the official Plan document, or if anything is not fully described in this SPD, the terms of the Plan document will govern.

This document also constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933.

The rules on the taxation of payments from this Plan are complex and contain a variety of exceptions and special provisions. The explanations throughout this SPD regarding taxation and withholding do not include all of the exceptions and special provisions. You should contact your own tax adviser to discuss the tax consequences of your BENEFITS and PROPER PROCEDURES you may employ to defer or minimize your taxes.

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<sup>1</sup> The terms “you” and “your” as used in this Summary Plan Description refer to an employee of an Employer who meets all of the eligibility and participation requirements under the Plan. Receipt of this Summary Plan Description does not guarantee that the recipient is in fact a Participant under the Plan and/or otherwise eligible for benefits under the Plan.

## Available Information

The Company will provide without charge to each person to whom this Prospectus is delivered, upon the written or oral request of such person, a copy of any or all of the following documents:

- (1) this Prospectus;
- (2) any document other than this Prospectus that constitutes part of the Section 10(a) prospectus included in the Registration Statement;
- (3) the Company's Annual Report for its most recent fiscal year; and
- (4) all documents incorporated by reference into this Prospectus (not including any exhibit to a document incorporated herein by reference unless such exhibit is specifically incorporated by reference into such document).

Written and oral requests for copies of documents should be directed to Investor Relations, Computer Sciences Corporation, 3170 Fairview Park Drive, Falls Church, Virginia 22042, telephone: (703) 876-1000.

## Special Provisions

Appendices to this SPD contain special rules, limits, and other provisions applicable to certain groups of employees who have joined the Plan. If you are in one of the groups of employees listed in **Appendix B**, the provisions of this SPD are amended and superseded by the provisions contained in the appendix that apply to you.

## Eligibility

Eligible Employees are eligible to participate in the Plan. You are an "Eligible Employee" if you are:

- a regular full-time, part-time, temporary, or casual employee of an Employer;
- at least age 21;
- on a United States payroll, or are a U.S. citizen on any foreign payroll and subject to U.S. Social Security contributions; and
- not in an excluded category of employees (see below).

You are not eligible to participate in the Plan if you are a person who is in one of the following excluded categories:

- represented by a collective bargaining unit and whose benefits have been the subject of good faith bargaining under a contract that does not specify that such person is eligible to participate in the Plan;
- a leased employee;

- classified as an independent contractor by the Employer without regard to whether your pay is reported on a Form W-2 or Form 1099;
- a non-resident alien who receives no earned income from an Employer which constitutes income from sources within the United States;
- an active participant in any other qualified defined contribution plan under which contributions are made on the person's behalf under a Code section 401(k) cash or deferred arrangement sponsored by an Employer;
- working for an Employer in the United States pursuant to the terms of a work visa who receives all of his base compensation from a non-United States payroll;
- any employee (i) performing work on the 2010 federal Census project pursuant to the DRIS contract and (ii) classified as an Operations Test and Dry Run Temporary Employee who is hired on or after June 1, 2009 and on or before September 30, 2009; and
- any employee (i) performing work on the 2010 federal Census project pursuant to the DRIS contract and (ii) classified as an SCA Temporary Employee who is hired on or after September 1, 2009 and on or before December 31, 2010.

In addition, the Employer may exclude the employees of any division, unit, facility or class from coverage under the Plan.

If you leave the employ of the Employer and, at a later time, become re-employed, you automatically become eligible again to participate in the Plan, provided you otherwise meet the eligibility requirements.

## **Enrollment and Participation**

Any Eligible Employee may participate in the Plan as of the first day of a payroll period by entering into a Compensation Deferral Agreement with the Employer in which, among other things, the employee:

- requests to have a percentage of his or her Compensation (as defined below) deferred and contributed by the Employer on his or her behalf (the "Compensation Deferral Contribution") to the trust fund in which the assets of the Plan are held (the "Trust Fund");
- agrees to be bound by the terms and conditions of the Plan and the Trust Agreement; and
- designates one or more of the investment funds described below into which his or her Compensation Deferral Contributions will be invested.

You may change the percentage of your Compensation deferred or revoke your Compensation Deferral Agreement during any pay period. Participation in the Plan and the Compensation Deferral Agreement will automatically terminate if you leave the employ of the Employer for any reason or cease to be eligible to participate in the Plan. If at a later time you are re-employed by the Employer as an Eligible Employee, to again become a Participant in the Plan you must

execute a new Compensation Deferral Agreement and designate one or more of the investment funds for investment of your Compensation Deferral Contributions.

Notwithstanding the eligibility rules stated above, certain employees who have not satisfied the Plan's eligibility requirements may nevertheless transfer permitted rollover amounts held by another tax-qualified plan. Such amounts will be transferred to the Plan on behalf of the employee and held in a Rollover Account.

## EasySave Enrollment

If you are an Eligible Employee who is not a member of a union and you do not make an election within 60 days of your hire date to either actively enroll in the Plan or decline automatic enrollment, you will be automatically enrolled in the Plan at a 3% pre-tax contribution rate and invested in one of the following Target Series Retirement Fund based on your age:

<b>Year of Birth</b>	<b>Target Series Retirement Fund*</b>
1942 and earlier	Retirement Fund
1943 to 1947	Retirement 2010 Fund
1948 to 1952	Retirement 2015 Fund
1953 to 1957	Retirement 2020 Fund
1958 to 1962	Retirement 2025 Fund
1963 to 1967	Retirement 2030 Fund
1968 to 1972	Retirement 2035 Fund
1973 to 1977	Retirement 2040 Fund
1978 to 1982	Retirement 2045 Fund
1983 and beyond	Retirement 2050 Fund

\*Based on a normal retirement age of 65.

This automatic enrollment will become effective with the first possible paycheck on or after the conclusion of the 60-day period after the eligibility date. That paycheck date is called the "Automatic Enrollment Date." In addition, the contribution rate will be automatically increased annually by 1% on each anniversary of the Automatic Enrollment Date (and will be reflected in the first paycheck on or after that anniversary date), until it reaches 10%, unless an election is made to opt-out of this feature by (i) affirmatively electing not to participate in the automatic contribution arrangement, (ii) entering into a Compensation Deferral Agreement to make Compensation Deferral Contributions, (iii) changing the percentage of Compensation Deferral Contributions, or (iv) directing the investment of your Account.

Eligible Employees will also be subject to automatic enrollment after initial hire if they become eligible for the Plan because 1) they transfer from a non-eligible union position to an eligible non-union position, 2) turn age 21, 3) were employed by a CSC subsidiary that was not previously an Employer but became an Employer, 3) transfer from the payroll of a CSC subsidiary that was not an Employer to the payroll of CSC or another Employer or 4) change employment from CSC to an Employer or vice versa. For these situations, the date of first eligibility is treated as the "hire date," for starting the 60-day election clock described above.

Both the MAP Website and the MAP Information Line are available 24 hours a day. Through the MAP Information Line, Participant Service Representatives are available from 8 a.m. to 8 p.m. Eastern Time Monday through Friday (except for stock market holidays).

Remember, if you do not wish to contribute to the Plan and receive Matching Contributions, you must cancel your enrollment. If you do not make an affirmative cancellation election within 60 days of becoming eligible to participate, you will remain automatically enrolled in the Plan. You will not be able to take a distribution from the Plan until you have a distributable event under the terms of the Plan, but you can change your contribution percentage or your investment election at any time.

## **Participation During a Leave of Absence**

If you are granted an authorized unpaid leave of absence, your contributions and the Employer's contributions will automatically cease until you return to a paid status. All contributions in your account on the day your leave commences will continue to reflect investment results. If you have a loan outstanding, your loan payments will be suspended. When you return to work, your loan will automatically be reamortized within the same term of the loan. You will receive written notification of your new biweekly deduction amount. If you do not return to work at the end of your leave of absence, you will be considered terminated under the Plan and any unvested Company contributions held in your Account will be forfeited. The vested portion of your Account can be distributed in full if you do not return to work. This distribution may be subject to a premature distribution tax.

## **Re-Employment**

If you were eligible to participate when your employment terminated and are re-employed by an Employer, you may join the Plan immediately. Any forfeited Matching Contributions will be reinstated if you repay to the Plan the amount, if any, that was distributed to you on account of your severance from employment. In addition, your past service with the Employer may count toward vesting if you are re-employed within five years of your termination and you repay any amounts that were distributed to you as described in the previous sentence. It is important that you contact a Participant Services Representative via the MAP Information Line at 1-877-MAP-401K (1-877-627-4015) for more information about re-employment.

## **Contributions**

Compensation Deferral Contributions. Your contributions to the Plan will be made on a pretax basis through payroll deductions. "Pretax" means that your Compensation Deferral Contributions are deducted from your Compensation before calculating income tax withholding (but not before calculating Social Security or Medicare tax withholding). You may contribute between 1% and 50% of your Compensation in whole percentages. If you are considered "highly compensated" in accordance with the Code, your contributions will likely be limited to a percentage that is less than 50% of your base compensation. This percentage is announced each year. Both your Compensation Deferral Contributions and the Matching Contributions are deposited at the same time into the Trust Fund. The Trustee invests your contributions in accordance with your investment fund elections.

If you are a former participant in the CSC Outsourcing Inc. Hourly Savings Plan ("HSP Plan") or the CSC Outsourcing Inc. CUTW Hourly Savings Plan ("CUTW Plan") who is represented by Communications Workers of America Union ("CWA Union"), you may only contribute between 1% and 16% of your Compensation in whole percentages.

"Compensation" includes base compensation plus any compensation under a formal sales incentive plan (before any reductions for Compensation Deferral Contributions), including

special pay provided to reservists in the United States military, but does not include amounts earned for overtime, bonuses, commissions, or other types of pay and amounts received under or contributed by the Employer to any employee benefit plan. However, sick pay, vacation pay, special pay paid to Participants for qualified military service, pay in lieu of notice, pay under a paid time off allowance, and jury pay are included in Compensation. In addition, amounts deducted pursuant to a Participant's authorization or by law as Compensation Deferral Contributions or under a plan that satisfies the requirements of Code sections 125 or 132(f)(4) also are included as Compensation. The Code limits the Compensation of each Participant that can be taken into account for Plan purposes. The Compensation limit in effect for calendar year 2012 is \$250,000.

If you are a former participant in the DynCorp Capital Accumulation and Retirement Plan ("CAP") that is covered by a collective bargaining agreement that provided for participation in CAP, Compensation means your total W-2 wages, including Compensation Deferral Contributions made under the Plan and contributions made by salary reduction to a plan or program established in accordance with Code sections 125, 129, 132(f), or 457, and excluding premiums paid to the Employer's life insurance plan for coverage above \$50,000, the value of car or commuting allowance provided by the Employer, expense reimbursement and other fringe benefits and, for Highly Compensated Employees, excluding distributions of compensation deferred during a prior period and related earnings, supplemental retirement plans, and long-term incentive plan awards or distributions, such as restricted stock and stock options.

Catch-Up Contributions. Catch-up contributions are additional amounts that you may choose to have contributed to the Plan on your behalf from your Compensation on a pretax basis. You become eligible to make catch-up contributions to the Plan starting in the calendar year in which you become age 50 and are making the maximum Compensation Deferral Contributions permitted by law and the Plan. Catch-up contributions may not exceed \$1,000 per bi-weekly payroll period (with such cap proportionally adjusted for other payroll periods). Furthermore, you may not elect to make catch-up contributions in the first pay period of the Plan Year in which you become age 50. Any catch-up contributions that you make will be credited to your Account in the same manner as your Compensation Deferral Contributions. In 2012, your catch-up contributions may not exceed \$5,500. Your catch-up contributions are not subject to the limits described below in the section entitled "Limitations on Contributions." Your election to make catch-up contributions will remain in effect for subsequent Plan Years, unless you otherwise elect to change such contributions. Your catch-up contributions will not be matched by the Employer.

After-Tax Contributions. You are generally not permitted to make voluntary after-tax contributions to the Plan. However, if you are a former participant in the HSP Plan or CUTW Plan and are represented by the CWA Union, you may make after-tax contributions of between 1% and 16% of your base pay in whole percentages. In addition, if you are a former participant in the HSP Plan or CUTW Plan and are represented by the International Association of Machinists and Aerospace Workers Union ("IAM Union"), the Office & Professional Employees International Union ("OPEIU Union"), or the Marine Draftsmen's Association Union ("MDA Union"), you may choose to make after-tax contributions to the Plan instead of Compensation Deferral Contributions. If you are represented by the IAM Union, OPEIU Union, or MDA Union, you may contribute between 1% and 25% of your base pay in whole percentages as after-tax contributions. In addition, if you are represented by the MDA Union and choose to make after-tax contributions instead of Compensation Deferral Contributions, once you stop making after-

tax contributions to the Plan you lose the option to make such after-tax contributions and are only able to make Compensation Deferral Contributions going forward.

Rollover Contributions. You may immediately roll over a taxable distribution from certain retirement plans qualified under Code section 401(a), an annuity contract under Code section 403(b), or an individual retirement account (“IRA”) which is attributable solely to rollover contributions (within the meaning of Code section 408(a)(3)(A)(ii)) either directly or within 60 days after you receive such distribution.

Transfers From Prior Plan. During certain election periods which have ended, participants in the Prior Plan (the Computer Sciences Corporation Employee Stock Purchase Plan, the predecessor to this Plan) were given the option to withdraw all amounts in their Employer contributions and retirement accounts maintained under the Prior Plan. In the case of Participants who did not make such an election, amounts attributable to Employer contributions under the Prior Plan were transferred to the Retirement Account under the Plan. All amounts transferred will be held under the Plan in the manner described herein.

Matching Contributions. Generally, the Employer will match 50% of the first 6% of Compensation deferred by each Participant. However, there are many exceptions applicable to the amount of the Employer match for certain defined groups of employees which are set forth in **Appendix B** at the end of this SPD. If you are included in one of the groups of employees listed in **Appendix B**, your Matching Contributions will be determined according to the formula specified in **Appendix B** for your group. Generally, all Matching Contributions will be initially invested in the CSC Stock Fund unless you elect to have Matching Contributions initially invested in another investment fund. Certain Matching Contributions transferred into the Plan from the CAP or the DynCorp Savings and Retirement Plan (“SARP”) are subject to special conditions contained in Appendix B of the CAP and Appendix B of the SARP which may cause such Matching Contributions to be invested in an investment fund other than the CSC Stock Fund.

You are eligible to receive a Matching Contribution on the date you become a Plan Participant. Both your Compensation Deferral Contributions and the Matching Contributions are deposited at the same time into the Trust Fund. The Trustee invests your contributions in accordance with your investment fund elections.

Discretionary Employer Contributions. An Employer may make Discretionary Employer Contributions to Accounts of certain Participants in an amount not greater than 3% of that Participant’s Compensation. The contributing Employer may designate whether or not the Participant must be an active employee on the last day of the applicable fiscal year or on any particular day during such fiscal year, and/or at the time the Discretionary Employer Contribution is made, in order to be eligible for a share in the Discretionary Employer Contribution. To be eligible for a Discretionary Employer Contribution, a Participant (A) must have been at least 50 years old on April 3, 2009, and must have been enrolled in and actively making employee contributions to the Computer Sciences Corporation Employee Pension Plan for the entire pay period that ended on that date (if the Participant was laid-off after April 3, 2009 and then re-employed, the Participant is be eligible to receive Discretionary Employer Contributions unless the reemployment occurred on or before July 2, 2009), or (B) must be on the payroll of CSC Applied Technologies LLC at April 3, 2009 or on the payroll of any entity within CSC Applied Technologies LLC’s “controlled group” (within the meaning of Code Section 414, and regulations thereunder) at April 3, 2009. However, certain former employees of DuPont and

Conoco, as well as employees who transferred to CSC from LogMod, are not eligible to receive a Discretionary Employer Contribution.

Discretionary Contributions for Former CAP and SARP Participants. An Employer may make a “Special SCA Discretionary Contribution” to Accounts of Participants who (i) are former participants in the CAP or SARP; (ii) are not Highly Compensated Employees; and (iii) are “Service Employees” as defined in Section 22.1001 of the Federal Acquisition Regulations. Such Special SCA Discretionary Contributions are allocated to each such Participant on the basis of hours paid, not to exceed 40 hours per work week.

In addition to, or instead of, Special SCA Discretionary Contributions, an Employer may make a “Special SCA Compliance Contribution” to Accounts of Participants who (i) are former participants in the CAP or SARP; (ii) are not Highly Compensated Employees; and (iii) are “Service Employees” as defined in Section 22.1001 of the Federal Acquisition Regulations. Such Special SCA Compliance Contributions will be made in an amount necessary to satisfy the area wage determination, consistent with the requirements of the Service Contract Act, on a basis other than hours worked per week, as determined by the Plan Administrator.

An Employer may also make Discretionary Employer Contributions to Accounts of Participants who are former participants in the CAP in an amount equal to at least 2% of that Participant's Compensation and Discretionary Employer Contributions to Accounts of Participants who are former participants in the SARP in an amount equal to at least 1% of that Participant's Compensation. These Discretionary Employer Contributions will generally be invested in the CSC Stock Fund, but are subject to special conditions contained in Appendix B of the CAP and Appendix B of the SARP which may cause such Matching Contributions to be invested in an investment fund other than the CSC Stock Fund.

Discretionary Employer Contributions for SCLS Employees. An Employer may make Discretionary Employer Contributions to Accounts of Participants who are employees of Space Coast Launch Services LLC (“SCLS”) in an amount equal to at least 3% of that Participant's Compensation.

## **Limitations on Contributions**

The Code limits the maximum amount of Compensation an individual can defer for any calendar year (the “Deferral Limitation”). The Deferral Limitation in effect for calendar year 2008 is \$17,000. Any Compensation Deferral Contributions in excess of the Deferral Limitation, together with income or loss allocable to that excess, may be automatically returned to you. If you have made a contribution in excess of the \$17,000, you should notify the Plan Administrator no later than April 1 of the calendar year following the calendar year for which the Deferral Limitation is exceeded. However, if the limit is exceeded as a result of contributions to both the Plan and to a non-CSC plan (such as a plan sponsored by a prior employer) that are separately less than the Deferral Limitation, then the excess is not automatically distributed. In that case, a Participant must submit a claim requesting a distribution of the excess by April 1 of the calendar year following the calendar year for which the Deferral Limitation is exceeded. Any Matching Contributions attributable to excess Compensation Deferral Contributions, and income allocable thereto, will either be returned to the Employer or applied to reduce future Matching Contributions.

In addition to these limits, the Internal Revenue Service (“IRS”) has established overall dollar limitations on the total amount of contributions that may be allocated to your Account for any

year. Most Participants will not be affected by these limits. If an allocation to be made to your Account would cause the limits to be exceeded, you will be notified, and the allocations will be reduced.

In addition, to qualify for the special tax treatment accorded to plans by Code section 401(k), contributions on behalf of Participants under the Plan must meet a nondiscrimination test designed to prevent disproportionate Compensation Deferral Contributions by employees who are "Highly Compensated Employees" (as defined in Code section 414(q)). If, for any Plan Year, the Plan Administrator estimates that the nondiscrimination test will not be met, the Plan Administrator may cause the Compensation Deferral Contributions for Highly Compensated Employees for the Plan Year to be reduced prospectively. Any excess Compensation Deferral Contributions for any Plan Year must be distributed to the Highly Compensated Employee by the last day of the Plan Year following the Plan Year in which the excess occurred (after any withholding for applicable taxes). The Plan Administrator may establish rules limiting the maximum amount that a Participant may contribute to the Plan, including rules applicable only to Highly Compensated Employees. Matching Contributions on behalf of Participants under the Plan for any Plan Year must meet nondiscrimination tests which are similar to the tests applicable to Compensation Deferral Contributions.

## **Participant's Accounts**

The Plan Administrator will maintain separate accounts (collectively, your "Account" or "Accounts") as applicable for each Participant as follows: a Compensation Deferral Account to reflect amounts held in the Trust Fund that are attributable to Compensation Deferral Contributions; a Catch-up Contribution Account to reflect amounts held in the Trust Fund that are attributable to Catch-up Contributions; a Matching Contributions Account to reflect amounts held in the Trust Fund on behalf of such Participant that are attributable to Matching Contributions made by the Employer; a Discretionary Employer Contributions Account to reflect amounts held in the Trust Fund on behalf of such Participant that are attributable to Discretionary Employer Contributions made by the Employer; a Retirement Account to reflect amounts transferred to the Trust Fund on behalf of such Participant from the Prior Plan that are attributable to contributions by the Employer to the Prior Plan; a Rollover Account to reflect cash amounts transferred to the Trust Fund that are attributable to a permitted rollover from an account of the Participant then held in trust under another plan that satisfies the requirements of Code section 401(a), or certain eligible rollover IRAs of the Participant; a Merged Account to reflect amounts attributable to the merger of assets of qualified retirement plans into the Plan; and an After-Tax Transfer Account to reflect cash amounts transferred to the Trust Fund that are attributable to a Participant's transfer contributions or plan to plan transfers of a Participant's after-tax employee contribution account balances.

THERE IS NO GUARANTEE AGAINST LOSSES IN MARKET VALUE OF THE PLAN ACCOUNTS. THE VALUE OF INVESTMENTS HELD IN THE TRUST FUND IS SUBJECT TO SHORT-TERM AND LONG-TERM MARKET FLUCTUATIONS. AMOUNTS CONTRIBUTED TO THE PLAN MAY DECLINE RATHER THAN INCREASE IN VALUE.

## **Vesting**

Vesting refers to the period of time before certain contributions become non-forfeitable. If you terminate employment before you are vested in certain contributions (as described below) you will lose (i.e., forfeit) the non-vested contributions. You are always fully vested in your own

contributions to the Plan and any earnings on such amounts. You are also always fully vested in any Discretionary Employer Contributions in your Account and any earnings on such amounts.

You become vested in the Employer Matching Contributions made on your behalf and any earnings on those contributions based on your years of service with the Employer, as follows:

Number of Years of Service	Vested Interest in CSC Contribution
1	0%
2	25%
3	50%
4	75%
5 or more	100%

Service with a prior employer may be counted for purposes of vesting in your Employer Matching Contributions if you became an Eligible Employee in connection with a company-related acquisition or an outsourcing agreement or transaction. These special service rules are listed in Appendix B of the official Plan document.

Matching Contributions made on your behalf will become 100% vested to you, regardless of your years of service, if any of the following events occur while you are actively employed by the Employer:

- you reach the normal retirement age (currently 65 years);
- you become totally and permanently disabled (documentation of your disability must be provided by your doctor and approved by the Plan Administrator); or
- you die (including death while performing qualified military service, as defined in Code Section 414(u)(5)).

Special vesting rules apply to certain groups of employees. Certain employees associated with SCOMAC are subject to a cliff vesting formula, under which employees are non-vested in their Matching Contributions until 2 full years of service, at which time they become 100% vested. Fractional Years of Service are not taken into account. However, a Participant receives service credit for approved leaves of absence and most interruptions of employment of less than one year in duration.

If your Account was transferred to the Plan from the HSP Plan or CUTW Plan and you are represented by CWA Union, you are 100% vested in your Matching Contribution Account at all times. If your Account was transferred to the Plan from the HSP Plan or CUTW Plan and you are represented by the IAM Union, the OPEIU Union, or the MDA Union, you are 100% vested in your Matching Contribution Account after completing three years of service.

If a portion of your Account was transferred to the Plan from the Centauri Solutions 401(k) Profit Sharing Plan (“Centauri Plan”) or the Image Solutions, Inc. Thrift Incentive Plan (“ISI Plan”), then the portion attributable to transferred employer contributions will be subject to a separate vesting schedule. These amounts from the Centauri Plan will become 100% vested after 1 full year of service.

Transferred employer contributions from the ISI Plan will vest according to the following schedule:

Number of Years of Service	Vested Interest in Transferred Employer Contribution
1	0%
2	20%
3	40%
4	60%
5	80%
6 or more	100%

If you are partially vested in your Matching Contributions Account on the date you terminate employment, you will forfeit the non-vested portion of your Account. However, if you are re-employed before incurring five consecutive Breaks in Service (generally a five consecutive year period following your termination of employment), your prior service will count towards the vesting requirement.

You are always 100% vested in Special SCA Discretionary Contributions or Special SCA Compliance Contributions allocated to your Account. In addition, Participants who are SCLS employees are 100% vested in their Matching Contributions Account and Discretionary Employer Contributions Account at all times.

Different vesting schedules, as shown below, apply to Participants who are former participants in the CAP and SARP. The Matching Employer Contribution Account, Matching Contribution Account, Supplemental Matching Employer Contribution, and Discretionary Employer Contribution Account vest in accordance with the following table:

Number of Years of Service	Vested Interest
Less than 1	0%
1 or more	100%

The ESOP Account vests in accordance with the following table:

Number of Years of Service	Vested Interest
Less than 2	0%
2 but less than 3	50%
3 but less than 4	75%
4 or more	100%

## Investment of Funds

Upon electing to participate and completing a Compensation Deferral Agreement, you may elect one or more of the available investment funds established by the Plan Administrator (including the CSC Stock Fund) for the investment of your contributions. You may choose to invest your contributions in 1% increments. As noted above, amounts allocated to your Matching Contributions Account and Retirement Account are initially invested in the CSC Stock Fund, unless you elect to have Matching Contributions invested in another investment fund. You must make a separate election if you wish to move your Matching Contributions or if you wish to elect different investment funds for future Matching Contributions (see **Making Changes**, below). You may also make an investment election regarding amounts in your Discretionary Employer Contributions Account. If you do not make an investment election, any contributions made to the Plan on your behalf will be invested in the investment fund designated by the Plan for such purposes.

With respect to amounts transferred from the SARP on January 12, 2004, the restrictions contained in Sections 4.03 of the SARP as of the date of transfer related to amounts invested in the CSC Stock Fund, as then defined under the SARP, apply to amounts transferred to MAP.

Specials rules may apply to certain Participants who were employed at certain locations or by certain entities and/or were participants in the prior plan, as applicable, immediately before becoming employed by the Employer.

## Compliance with Section 404(c) of ERISA

ERISA imposes certain duties on the parties who are responsible for the operation of the Plan. These parties, called fiduciaries, have a duty to invest Plan assets in a prudent manner. However, an exception exists for plans that comply with ERISA Section 404(c) and permit members to exercise control over the assets in their Accounts and choose from a broad range of investment alternatives.

This Plan is intended to constitute a plan as described in Section 404(c) of ERISA and Title 29 of the Code of Federal Regulations Section 2550.404c-1. This means that you, and not the Plan fiduciaries, are responsible for the investment decisions relating to the assets in your Account under the Plan. The Plan fiduciaries are not liable for any losses which result from the investment instructions you give regarding your Account.

To assist you in making your investment choices, you will be provided information about the investment funds. Certain information about the Plan's investment fund options and their performance is contained in the fund facts sheets that are sent to you separately. When selecting an investment fund, you should be aware that historical performance may not be an indicator of future performance. In addition, you have the right to request other financial information about the investment funds, such as a list of the assets held in each fund, information on the annual operating expenses of the investment funds, copies of prospectuses and other financial provided to the Plan, information on the value of shares or units held in each fund, and past and current performance of each fund. To obtain such information, please contact the Retirement Plans Department.

CSC does not, and has no legal responsibility to, guarantee the principal or rate of return of any of the investment funds. Each fund has an element of risk, and each Plan Participant must take

personal responsibility for his or her own investment decisions with respect to the investment funds.

**WARNING:** Under commonly accepted principles of good investment practice, a retirement account should be invested in a broadly diversified portfolio of stocks and bonds. It may not be advisable to hold significant concentrations of employer stock in an account that is meant for retirement saving. You may diversify your holdings in CSC Common Stock at any time by changing your investment election in accordance with the procedures described below.

## **Making Changes**

You can make changes via the MAP Website (located at <http://resources/hewitt.com/csc>) or the MAP Information Line at (877) MAP-401k (877-627-4015) (see additional information below).

You may change the percentage of your Compensation deferred into the Plan at any time. Changes that you make to your contribution rate will be effective within one or two pay periods. You may change your investment fund election for your future contributions at any time, but you are limited to two such changes per calendar month.

You may reallocate all of your Account balances among the available investment funds, or transfer money out of one investment fund or multiple investment funds and into another investment fund or multiple investment funds at any time. However, you may only make two such changes per calendar month.

A reallocation changes the way your current balance is divided among the Plan's investment fund options. Your balance will be redistributed according to the percentages you choose for the different investment funds.

A transfer allows you to move a dollar amount or whole percentage from one or more investment funds to one or more other investment funds.

Changes that you make to your investment fund elections will be effective at the close of business on the first business day on or after which you make your request if you complete the transaction prior to the earlier of: 4 p.m. Eastern Standard Time or the close of the New York Stock Exchange. If your request is received after the cutoff for that day, or on a non-business day, or on a stock market holiday, it will take effect at the close of business on the next business day.

Your investment fund reallocation election may be delayed for one or more days if the market is closed or trading in a particular investment fund is restricted because of unusual circumstances, such as insufficient liquidity to process transactions, major market disruptions, etc. Your reallocation may also be subject to trading restrictions. In particular, if any mutual fund company responsible for any of the investment funds in the Plan imposes any limitations designed to prohibit market timing or excessive rapid trading, the Plan will enforce those limitations. "Market timing" or "rapid trading" is the excessive buying and selling of funds within a short period of time. Market timing impacts the overall pricing and liquidity of the impacted fund(s) and can lead to a negative impact on the fund's performance. Some mutual fund companies restrict you from certain fund transfers and/or charge a redemption fee if you sell or transfer within a short time (such as 30, 60 or 90 days).

The trading rules apply only to fund transfers and fund reallocations. They do not include loans, new contributions, distributions, or hardship withdrawals. New contributions into the Plan do not require you to wait a specified number of calendar days before transferring or reallocating money. Redemption fees will not be charged on loans, distributions or withdrawals.

The DynCorp Frozen Stable Value Fund and the International Equity Fund are subject to additional restrictions. For further information, please see the facts sheets on these investment funds that are sent to you separately.

### **Restrictions on Transactions in Company Shares (Applicable to Executive Officers Only)**

*If you are an executive officer of the Company, your transactions involving the CSC Stock Fund are subject to certain rules under the Securities Exchange Act of 1934 (the "Exchange Act"). You should carefully review the section on Securities and Insider Trading in CSC's Code of Business Conduct. If you have any questions regarding these rules, you are urged to consult with the Corporate Secretary prior to the transfer of amounts into, or the withdrawal of amounts from, the CSC Stock Fund.*

### **Section 16 of the Securities Exchange Act of 1934 Applicable to Insiders**

The acquisition and disposition of CSC Common Stock by officers, directors and stockholders of more than 10% of the Company ("Insiders") pursuant to the Plan may be subject to Section 16(b) of the Exchange Act. Pursuant to Section 16(b), a purchase of CSC Common Stock by an Insider within six months before or after a sale of CSC Common Stock by the Insider could result in recovery by the Company of all or a portion of any amount by which the sale proceeds exceed the purchase price. Insiders are required to file reports of changes in beneficial ownership under Section 16(a) of the Exchange Act upon acquisitions and dispositions of shares. Rule 16b-3 provides an exemption from Section 16(b) liability for certain transactions pursuant to certain employee benefit plans. The Plan is designed to comply with Rule 16b-3(c). Discretionary transactions, however, may not be exempt from Section 16(b) liability and may have to be reported within two (2) business days on Form 4. Insiders may not engage in any transactions involving stock in the CSC Stock Fund without first notifying and obtaining the approval of the Company's securities counsel.

### **Rules on Investment of Funds**

General. The Plan Administrator may itself select brokers to effect sales and purchases of Plan securities or delegate the power to select brokers to any investment manager it has appointed. The Plan Administrator or the investment manager, if any, will select brokerage firms based on an overall assessment of the broker's ability to complete transactions in the best interests of the Trust Fund, including but not limited to the cost of the broker's services and timeliness of execution of transactions. The receipt of research services from a broker may also be a factor considered in the selection of brokers. The research services so provided generally relate to general economic, interest rate and stock market conditions as well as specific companies and industries. The Plan Administrator or the investment manager, if any, may pay a broker a brokerage commission in excess of that which another broker might have charged for effecting the same transaction. However, before effecting any such transaction, the Plan Administrator or the investment manager, if any, will determine in good faith that the amount of such commission is reasonable in relation to the value of the brokerage and research services provided by such broker viewed in terms of either that particular transaction or the Plan Administrator's or

investment manager's overall responsibility to the Trust Fund. Research services furnished by brokers through which the Trust Fund effects securities transactions may be used by an investment manager in servicing all of its accounts.

Investment funds may, from time to time, hold cash or cash equivalent investments resulting from investment transactions relating to the securities in such investment funds. Neither the Plan Administrator, the Employer, the Trustee or any other person has any responsibility to cause such amounts to be held in cash or cash equivalent investments for investment purposes or for investment decisions made by any investment manager retained by the Plan Administrator.

CSC Stock Fund. The CSC Stock Fund is designed to provide employees with the opportunity to share in the potential growth of CSC Common Stock. The CSC Stock Fund invests exclusively in CSC Common Stock, except that a small portion of the fund may be invested in cash or cash equivalents to facilitate daily cash flow into and out of the fund. You may elect to invest all or any portion of your Account in the CSC Stock Fund. It is intended that the Retirement and Matching Contribution Accounts shall constitute a separate Employee Stock Ownership Plan ("ESOP") within the meaning of Code section 4975(e)(7). Because the CSC Stock Fund is invested exclusively in the stock of a single company, the Fund has the potential of being more volatile, or subject to greater price variations, than other investment alternatives available under the Plan.

An aggregate of 15,500,000 shares of CSC Common Stock may be issued under the Plan. CSC Common Stock is purchased or sold by the Trustee (i) on a national securities exchange, (ii) from or to the Company, or (iii) elsewhere, as the Committee may direct. If purchases or sales are made other than on a national securities exchange, the price in the case of a purchase will be no more than, and in the case of a sale will be no less than, the closing quotation on the date of such purchase or sale of such CSC Common Stock on the national securities exchange on which the Stock is traded, adjusted for brokerage fees, commissions, and other handling charges.

In accordance with the provisions of the Plan, the Trustee must promptly invest Matching Contributions paid into the Trust Fund and interest, dividends and other income and cash receipts with respect to property of the CSC Stock Fund in CSC Common Stock; provided, however, that you may elect to have Matching Contributions attributable to your Compensation Deferral Contributions initially invested in another investment fund. If the Trustee deems it to be in the best interest of the Participants, however, the Trustee may defer investment of Matching Contributions, interest, dividends and other cash receipts for a reasonable period following the date of receipt and may also defer reinvestment of the proceeds from the sale of CSC Common Stock for a reasonable period following such sale. During the period when investment or reinvestment of funds in CSC Common Stock is deferred, the Trustee may invest such funds in interest bearing accounts or certain short-term instruments as may be selected by the Plan Administrator. Contributions made to the Plan on behalf of participants are deductible by the Company for income tax purposes. Special rules apply if you are a Participant who is an employee of Mission Solutions Engineering LLC.

## **MAP Website and MAP Information Line**

The MAP Website and MAP Information Line have numerous features and information that you will use as a MAP Participant, including:

- Enrollment
- Investment fund balances
- Vested account percentage
- Investment fund rates of return
- Current contribution deferral elections/change requests
- Current investment fund elections/change requests
- Loans/withdrawals/distributions
- Outstanding loan balance/payoff amount
- Account statement
- General tax information
- Request forms
- Obtain information or complete transactions with a Participant Services Representative (via the MAP Information Line)

To access the MAP Website and MAP Information Line, you will need your password. Your password will be mailed to your home address. Once you have your password, using these tools is easy. Simply:

- Go to the MAP Website at <http://resources/hewitt/csc> or
- Call the MAP Information Line at (877) MAP-401K (877-627-4015)

The MAP Website is available 24 hours a day, 7 days a week. The MAP Information Line is also available 24 hours a day, 7 days a week. However, Participant Services Representatives are only available from 8 a.m. to 8 p.m. Eastern Time, Monday through Friday, except for New York Stock Exchange holidays.

## **Statement of Account**

MAP statements are currently mailed to your home after each year end. You can also view your Plan Account statement at any time via the MAP Website or request one via the MAP Information Line.

Your statement of Account will show the value of the investment funds in cash and units. The CSC Stock Fund value will be shown in units equivalent to shares of CSC stock and cash.

A **unit** in a fund means a unit of ownership in a fund, and the value of each unit is called the **unit value**. The unit value is adjusted daily based on the total market value of the fund (including any cash) and the total number of units that investors own in the fund. The unit value

of the CSC Stock Fund is determined by the market value of the shares of CSC Common Stock and the cash holdings.

Units are calculated as follows: Market Value of Your Funds / Number of Units = Unit Value.

The Plan maintains approximately 0-5% of the CSC Stock Fund in cash to meet the liquidity of the daily valuation. The cash is invested in short-term investment funds. The remainder of the CSC Stock Fund is invested exclusively in CSC Common Stock. For this reason, the CSC Stock Fund is considered a “unitized” stock fund. The unit value of the CSC Stock Fund will closely track the value of CSC common stock, but will not be exactly the same because of the portion of the CSC Stock Fund that holds cash. The advantage of having a unitized stock fund is that you can sell units in the CSC Stock Fund and transfer them immediately to another fund, without waiting for shares of the stock to settle before reinvesting the proceeds.

## **Distributions**

### **Distribution Events**

The following events (except as specified) allow or require you to receive a distribution of your Plan Account.

Termination from the Company. If you leave the Company for any reason, you will receive the value of the vested portion of your Account. If you are partially vested when you terminate employment, you will forfeit the unvested portion of your Account in accordance with the terms of the Plan.

In the event you have a vested Account balance with a value in excess of \$5,000 (excluding all amounts you contributed to the Plan as a Rollover Contribution), you may defer receipt of your distribution until a later date, but in no event later 60 days after the end of the year in which you turn age 70 ½ (or older) and have terminated employment with your Employer. If your Account balance is \$1,000 or less, you will receive your entire balance in a lump sum payment upon your severance from employment. Unless you elect to receive a lump sum payment or have your Account balance rolled over to a retirement plan of your choosing, if your Account balance is between \$1,000 and \$5,000, your balance will be directly rolled over, without your election, to an individual retirement account designated by the Plan Administrator.

Disability. If you become totally and permanently disabled while employed by CSC, and terminate employment from CSC as a result of your disability, you may apply to the Plan Administrator to receive the value of your Account, including vested and non-vested Matching Contributions. You will be considered totally and permanently disabled if, in its sole discretion, the Plan Administrator determines that you are unable to engage in any substantial gainful activity because of any medically determinable physical or mental impairment. No early withdrawal penalties apply.

Retirement. If you retire after you have attained age 55 with at least 5 years of service, or if you retire on or after attaining age 65, you are automatically 100% vested in your Account and are eligible to receive the entire value of your Account. No early withdrawal penalties apply.

Death. If you die while employed by an Employer and you are married, the entire value of your Account, including the vested and non-vested Matching Contributions, will be paid to your surviving spouse. If you are unmarried, or your spouse cannot be located, then payment of your

Account will be made to your designated beneficiary or to your estate, if you have no beneficiary. If you die while performing qualified military service (as defined in the Code), your beneficiary will be entitled to any additional benefits under the Plan as if you had died during service with an Employer. See the discussion that follows under the heading “Designation of Beneficiary” for more information.

## **Distribution Options**

You may elect to receive a distribution from the Plan in either a lump sum cash payment or installment payments, as described below. Distributions from the CSC Stock Fund will be made in shares of CSC Common Stock together with cash for any fractional shares, unless you elect a distribution in all cash. The form in which you receive your distribution from the Plan may affect the taxability of the distribution. The following are the different options for distribution along with information regarding the possible tax consequences of each distribution option. This is provided as general information only. See **Appendix C, Tax and Rollover Issues**, for additional information on the taxation of the different distribution options. Please consult with your tax advisor about the taxability of your distribution.

Distribution Options for Former CAP and SARP Participants. Special rules apply to former participants in the CAP and SARP. If you are a former participant in the CAP or SARP, you can elect to receive a distribution of all or part of your “ESOP Account” (as defined in the CAP and SARP) that was merged into the Plan when you reach age 55 and have five years of Plan participation (including any time as a CAP or SARP participant). In addition, you can elect to receive an in-kind distribution of 25% of the shares in your CAP or SARP ESOP Account, as applicable, when you reach age 55 and have at least ten years of Plan participation (including any time as a CAP or SARP participant). You must make the election to receive such shares within 90 days after the end of any Plan Year within the six (6) year period starting with the Plan Year you complete ten years of Plan participation (including any time as a CAP or SARP participant) and have reached age 55. During the sixth year of this period, you can elect to receive an in-kind distribution of 50% of the shares in your CAP or SARP ESOP Account, as applicable, less any amounts already distributed to you in accordance with this distribution option.

Lump Sum Cash Payment. If you elect this option you will receive a single cash payment of your Account. If any portion of your Account is invested in the CSC Stock Fund, that portion will be distributed to you in shares of CSC Common Stock, with cash for fractional shares, unless you elect to receive all of your Account in cash. This lump sum cash payment to you is subject to an immediate 20% mandatory federal tax withholding. Further, if you are less than 59½, a 10% federal premature distribution tax penalty and applicable state tax penalties will apply unless you are otherwise exempt based on your age or the distribution is for a permissible purpose.

Distributions of less than \$200 are not subject to withholding at the time of distribution; however, the amount is reportable income and subject to ordinary taxes, unless it is rolled over to an IRA or another qualified plan within 60 days of receipt of the distribution.

Installment Payments. Installment payments can be either a fixed dollar amount or a fixed number of payments. You may elect to receive your Plan Account in installment payments over a period of 5, 10, or any other yearly period you elect, but not beyond your life expectancy. You may also elect fixed monthly, quarterly, or annual payment amounts that end on the earlier of (i) the date your Account balance equals \$0 or (ii) the date you attain age 70½. If you elect

installment payments, you can later elect to receive your remaining Account balance in a lump sum payment as described above. For installment payments over a period of 10 or more years, you may elect not to have federal income tax withheld. If you elect installment payments as your distribution option, the installment payments will be made on a pro rata basis by investment fund in your Account.

Rollover. Most distributions that are made in a single lump sum or in installment payments of less than 10 years are eligible for rollover treatment. If your distribution is eligible to be rolled over directly to an IRA or other qualified plan and you elect this option, you may defer immediate taxation of your distribution. To defer the immediate tax withholding, your distribution must be made payable directly to the IRA or another qualified plan.

If you choose to roll over your entire distribution directly to another qualified plan or arrangement, you may elect to have your entire Account converted to cash prior to the distribution.

If you elected a lump sum cash payment and then decide to roll over the distribution into an IRA or other qualified plan, you have 60 days from receipt of the funds to do so. However, if you do not roll over the total amount of the distribution within 60 days (which may also include the amount of taxes withheld) you may also be liable for the 10% federal premature distribution tax penalty and applicable state tax penalties. Also, CSC will not refund to you the 20% mandatory withholding, although you may be eligible for a refund of such amounts on your tax return.

Combination Lump Sum and Rollover. You may elect to have only a portion of your distribution (minimum of \$500) directly rolled over into an IRA or other qualified plan; however, the remaining balance that is paid to you will be subject to a 20% federal tax withholding prior to the distribution. Further, if you are less than 59 1/2, a 10% federal premature distribution tax penalty and applicable state tax penalties will apply on the remaining balance unless you are otherwise exempt based on your age or the purpose of the distribution. Federal taxes will not be withheld on the portion of your distribution that you directly roll over to a qualified plan or IRA.

## **Receiving Your Distribution**

The distribution of your Account will normally occur within three business days after your request is made via the MAP Website or MAP Information Line (or within three business days after your forms are received if you are in a status that requires spousal consent), but in no event later than 60 days after the end of the year in which you would have attained age 70 ½ and have terminated employment with your Employer.

Normal retirement age under the Plan is age 65. However, any Participant who continues employment with the Employer beyond age 65 may continue to participate in the Plan in the same manner as Participants who have not reached age 65. The distributable benefit of any Participant who owns more than 5% of the outstanding CSC Common Stock will be paid as required by law no later than the April 1 after such Participant reaches age 70½, whether or not such Participant is then still employed by the Employer.

Your Account is valued at the close of business on the day your distribution request is made if your request is completed prior to the earlier of: 4 p.m. Eastern Time or the New York Stock Exchange closing time on any business day. Requests completed after that time or on a non-business day or Stock Market holiday are processed on the next business day. Those Participants for whom spousal consent is required will need to submit a signed and notarized

original of a form, which can be downloaded from the MAP Website or requested through the MAP Information Line, to complete their distribution request.

Note: If you have a Merged Account as the result of an acquisition or predecessor contract, you may be eligible to elect an annuity distribution option. You will be informed of these options at the time you elect to receive a distribution.

## **Taxes**

Taxation of your distribution will depend on many factors. Generally, the factors include the purpose of the distribution, your age at the time your Account is distributed, the size of the distribution, whether or not you rollover your distribution to an IRA or another qualified plan, whether the distribution is taken in cash or in shares of CSC Common Stock, and to whom the distribution is made payable. The tax rules can be very complicated. **Appendix C** provides some general information on possible tax consequences. To understand the tax effect on your personal situation, you should discuss any questions you may have with your professional tax advisor before making your distribution election.

## **Designation of Beneficiary**

You designate your beneficiary at the time you enroll in the Plan. Your completed beneficiary designation form must be submitted to Corporate Shared Services – U.S. All forms must have an original signature and date.

The beneficiary will receive your interest under the Plan if you die before your entire Account balance is distributed to you. Any person(s) may be designated as your beneficiaries. However, if you are married and wish to designate someone other than your spouse, or in addition to your spouse, as primary beneficiary, your spouse must provide written consent witnessed by a Plan representative or a notary public. You can make changes to your beneficiary designation by obtaining the Designation of Beneficiary form from the MAP Website or via the MAP Information Line. Because community property and tax law consequences of your designations may be significant, you may want to consult a tax advisor before making a designation.

If you designate a beneficiary who is not your spouse, and on the date of your death you have a spouse, your designation will not be valid unless your spouse has consented or thereafter consents in writing to such designation, and such consent is witnessed by a Plan representative or a notary public. A spouse's consent will not be required if the spouse cannot be located or because of other circumstances under which a spouse's consent is not required in accordance with applicable Treasury or Department of Labor Regulations. The Plan Administrator has absolute discretion as to whether the consent of a spouse will be required.

If you die while you are married and you have not designated a beneficiary, or if the Plan Administrator does not have a properly completed beneficiary designation form on file, your surviving spouse will be your beneficiary and your vested Account (reduced by any security interest held by the Plan due to an outstanding loan) will be payable in full to your surviving spouse. If you die and do not have a surviving spouse, and (i) you did not designate a beneficiary, (ii) the Plan Administrator is unable to locate a designated beneficiary after reasonable efforts have been made, (iii) your beneficiary designation is ineffective for any reason, (iv) the Plan Administrator does not have a properly completed beneficiary designation form on file, or (v) your beneficiary is deceased (already died) and you did not designate a

successor beneficiary, then your estate will be the beneficiary and your vested Account (reduced by any security interest held by the Plan due to an outstanding loan), will be payable in full to your estate within 1 year after your death.

If the Plan Administrator believes that the Plan may be subject to conflicting claims to a distribution to be made upon a Participant's death, the Plan Administrator may take steps to resolve the conflict as it deems appropriate and need not authorize payment prior to such resolution. If your beneficiary or alternate payee under the Plan is a minor, or if the Plan Administrator reasonably believes that any payee cannot legally give a valid receipt and discharge for the payment, the Plan Administrator can make the payment to the person (or persons or institution) who it reasonably believes is caring for or supporting the payee, unless the Plan Administrator receives a request for the payment from the payee's duly appointed guardian or conservator.

## **Withdrawals**

Hardship Withdrawal. Upon approval by the Plan Administrator, you may make a withdrawal from your Account at any time for reasons of financial hardship. Hardship withdrawals are subject to tax withholding and penalties (see Appendix C, Tax and Rollover Issues, for more information). A distribution is on account of a financial hardship only if the distribution is made to satisfy an immediate and heavy need that cannot reasonably be met another way. The Plan Administrator reviews and approves applications for withdrawals for reasons of financial hardship. There is deemed to be an immediate and heavy financial need if the distribution is for one of the following:

- the purchase of your principal residence (excluding mortgage payments),
- education expenses for yourself or your dependents (for up to twelve months),
- payments necessary to prevent foreclosure on or eviction from your principal residence,
- medical expenses for yourself or your dependents not reimbursed by medical insurance,
- funeral expenses for your parent, spouse or dependents, and
- expenses to repair damage to your principal residence that qualify for the casualty deduction under the Internal Revenue Code.

Your Compensation Deferral Contributions automatically will be suspended for six months from the date you receive the hardship distribution.

Rollover Contributions. Rollover Accounts from a prior employer plan may be withdrawn for any reason.

In addition to Hardship Withdrawals and withdrawals of Rollover Contributions, while still an employee, you may make one of the following withdrawals from the Plan no more than once during any 12-month period.

Compensation Deferral Contributions and Employer Matching Contributions. Once you are age 59½ or older and are 100% vested, you may withdraw any Compensation Deferral Contributions and Matching Contributions in your Account for any reason.

After-Tax Transfer Account. Upon at least 30 days' written notice to the Plan Administrator, you may make a withdrawal from your After-Tax Transfer Account of up to the entire amount in the Account.

Merged Account. Upon at least 30 days written notice to the Plan Administrator, you may make a withdrawal from your Merged Account of all amounts attributable to transfers from other profit sharing plans and amounts attributable to other pension plans and 401(k) plans, as long as you had the right to elect to receive a distribution of those amounts at the time they were transferred to the Plan. However, no withdrawals of amounts transferred from an account that qualifies under Code section 401(k) are permitted if you did not have the right to receive a distribution at the time the amounts were transferred to the Plan.

Retirement Account. You may, upon at least 30 days written notice to the Plan Administrator, make a withdrawal from your Retirement Account of up to the entire balance.

You may receive your withdrawals either in cash or in CSC Common Stock, or in a combination of the two. However, any withdrawals from the CSC Stock Fund will be in the form of whole shares of CSC Common Stock, together with cash in lieu of any fractional share, or you may request the entire amount of payment in the form of cash. You may also elect to receive any remaining amount that otherwise would be paid in cash in the form of CSC Common Stock, together with cash in lieu of any fractional share.

## **Loans**

You may take a loan for up to 50% of your vested balance, subject to the following limitations:

- The maximum amount of any loan is \$50,000, reduced by the excess of your highest outstanding loan balance within the preceding twelve months over your outstanding loan balance on the date on which the new loan is made (contact the MAP Website or the MAP Information Line to determine the amount you have available to take as a loan).
- The maximum amount available for a loan will be determined based on Account balances as of the immediately preceding completed business day.
- You may have only one outstanding loan at a time, and may only request one loan in any 12 month period.
- The minimum loan amount is \$1,000.

Your fixed interest rate will be the prime rate on the last business day of the calendar month preceding the calendar quarter end prior to your loan, as published in *The Wall Street Journal*, plus 1%. If you go out on a military leave, and your outstanding loan has an interest rate greater than 6%, then the interest rate on that loan may become subject to a 6% interest rate cap upon your written request to the Plan Administrator.

The loan term must be at least one year, but can be any number of months up to five years for a general purpose loan and up to fifteen years for loans for the purchase of a primary residence (documentation is required for a primary residence loan; contact the Plan Administrator for details).

Loans are not taxable and the interest is paid back to your own Account. Repayments are made through biweekly payroll deductions. If you are on an unpaid leave of absence, your payment obligations will be suspended. Upon your return to work, your loan will be reamortized within its original terms. Participants who are on long-term disability may make payments by cashier's check, money order or certified check. Loan amounts, to the extent that the loan is repaid to the Plan, are not subject to taxation. Taxation would apply to any amount not repaid at termination.

Interest payments will be prorated to your Accounts based on each Account's outstanding principal. Both loan principal and interest repayments will be invested according to your current investment fund election for Contribution Deferral Contributions. Interest payments do not reduce the principal outstanding balance of your loan, but are credited to your own Account.

You may at any time prepay your entire loan in full. Partial repayments are not allowed. Your payment must be by certified check, cashier's check or money order made payable to the "Computer Sciences Corporation Matched Asset Plan." Personal checks will not be accepted.

If your employment with CSC terminates for any reason you must prepay the loan to avoid taxation unless you are able to do a "direct rollover" of your outstanding loan to another qualified plan. Otherwise, your outstanding loan balance is reported as taxable income, except that any part of the loan attributable to amounts from your After-Tax Transfer Account, if any, is cancelled and treated as a non-taxable distribution, and your loan balance that will be reported as taxable income is correspondingly reduced. Any remaining outstanding balance attributable to pre-tax contributions and earnings will be treated as a default that is taxable to you but cannot be converted to a withdrawal until you terminate employment.

The amount you have available to take as a loan may be requested through the MAP Website or the MAP Information Line. You can determine your loan payments on the MAP Website. Your loan will be processed by the close of business on the day that you make your request if you complete the transaction prior to the earlier of: 4 p.m. Eastern Standard Time or the New York Stock Exchange closing time. If your request is received after the cutoff for that day or on a non-business day or stock market holiday, it will be processed by the close of business on the next business day.

If you are on a leave of absence due to qualified military service, your loan repayments may be suspended for the entire length of the military leave (or term of the loan, if shorter). Contact your Human Resources Representative for more details.

## **Assignment of Benefits/QDROS**

Benefits provided under the Plan cannot be pledged, assigned, encumbered, or garnished in payment of any debt. However, the Plan will comply with the federal laws regarding Qualified Domestic Relations Orders ("QDROS") providing child support, alimony, or marital property rights to spouses, former spouses, children, or other payees ("Alternate Payee"). The order must specify:

- the names and addresses of the Plan Participant and each Alternate Payee;
- the amount or percentage of the Participant's benefit to be paid (or how the amount is to be determined); and

- the number of payments or the time period payments are required.
- The order cannot:
- provide that benefits be paid in any form or amount inconsistent with Plan provisions; or
- be inconsistent with any other existing order.

If the Employer receives a QDRO that affects your benefits, you will be notified. A copy of the Plan's QDRO procedures is available, free of charge, by calling 1-800-721-7147.

## **When Benefits May Not Be Payable**

Your benefit may be reduced or eliminated under certain circumstances, which include:

- If you stop working for CSC before you are fully vested in your Account, and receive a distribution from the Plan at the time of your separation, you will forfeit the nonvested portion of your Account. If you are re-employed with the Company within 5 years of your separation and you repay the previously distributed amount within 5 years of your re-employment date, the previously forfeited amounts will be restored to your Account.
- If you stop working for CSC before your Account is fully vested and do not receive a distribution from the Plan, you forfeit the non-vested portion of your Account if you are not re-employed before incurring five consecutive one-year Breaks in Service (or you receive a distribution, if earlier).
- If all or a portion of your Account balance is held for, or paid to, an alternate payee under a court-issued QDRO, your benefit will be reduced by that amount.
- If the Company is required to limit contributions to your Account due to a restriction imposed by federal law or regulation, you will not be entitled to make or be credited with any contributions in excess of the permitted contributions. Your Account balance may be reduced by any contributions made in excess of federal limits.
- If the Company is unable to locate you or your beneficiary with reasonable efforts, within a reasonable time after your benefits become payable, your benefits will be forfeited. However, if you or your beneficiary are later located, the forfeited amount will be restored. You must therefore keep the Plan informed of your current mailing address for as long as you are entitled to benefits under the Plan.

## **Plan Administrator**

The Plan is administered by a committee consisting of officers or other employees of CSC appointed by the Compensation Committee of the Board of Directors. This committee is the Plan Administrator. The Plan Administrator has the power to interpret, construe and administer the Plan and to decide any dispute which may arise under the Plan. The Plan Administrator may adopt such rules, regulations and forms as it deems desirable for the conduct of its affairs and for the administration of the Plan. The Plan Administrator may grant exclusive authority and discretion to manage and control all or any portion of the assets of the Plan to the Trustee or an investment manager appointed pursuant to the Plan. Any action taken by the Plan

Administrator in the exercise of authority conferred upon it by the Plan is conclusive and binding upon Participants and their beneficiaries, and all discretionary powers conferred upon the Plan Administrator are absolute, provided they are exercised in a uniform and non-discriminatory manner.

## **Voting Shares of CSC Common Stock**

You have the power and authority to vote shares of CSC Common Stock held in the Trust Fund that are allocated to your Accounts. You are entitled to direct the Trustee how to vote the shares of CSC Common Stock allocated to your Account through the use of proxy or similar statements. Shares of CSC Common Stock allocated to the Plan's forfeiture account or with respect to which no voting instructions are received from Participants, or with respect to all unallocated shares of CSC Common Stock, will be voted by the Trustee as directed by the Plan Administrator in its discretion. In the event of a tender or exchange offer for CSC Common Stock, you will have the right to direct the Trustee whether or not to tender or exchange the shares of CSC Common Stock held in the Trust Fund that are allocated to your account.

## **Top Heavy Provisions**

Under federal income tax law, the Plan is required to contain provisions that will become operative if it becomes "top heavy." The Plan will be considered top heavy if the Account balances for certain "key employees" exceed 60% of all Account balances of all employees. In view of the large number of non-key employees benefited by the MAP, it is unlikely that the MAP will ever become top heavy. If it does, vesting will accelerate, certain additional minimum benefits (or contributions) may be required to be provided by the Company, and an overall limit on Compensation taken into account under the Plan will apply.

## **Amendment and Termination**

CSC expects to continue the Plan, but it reserves the right to modify, amend or terminate it at any time. However, no amendment or termination will cause any of the assets of the Trust to be used for or diverted to any purpose other than the exclusive benefit of Participants or their beneficiaries, and no amendment may reduce or eliminate any Participant's accrued benefit under the Plan. In the event of a complete or partial termination of the Plan or a complete discontinuance of contributions to the Plan, affected Participants will become fully vested.

## **ERISA Compliance Information**

Plan Sponsor: Computer Sciences Corporation  
3170 Fairview Park Drive  
Falls Church, VA 22042  
703-876-1000

Plan Administrator: CSC Employee Benefits Fiduciary Committee  
Computer Sciences Corporation  
3170 Fairview Park Drive  
Falls Church, VA 22042  
703-876-1000

Agent for Service of Legal Process: Computer Sciences Corporation  
3170 Fairview Park Drive  
Falls Church, VA 22042  
703-876-1000

Legal Process may also be served on the Trustee.

Employer Identification Number: 95-2043126

Plan Number: 001

Type of Plan: 401(k)/profit-sharing/defined contribution/ESOP plan. The Plan is also an ERISA 404(c) plan.

Plan Year: January 1 to December 31

Plan Trustee: The Bank of New York Mellon Corporation  
One Wall Street  
New York, NY 10286

## **Plan Insurance**

The Plan, as a defined contribution plan, is not subject to the minimum funding requirements of ERISA and benefits under the Plan are not guaranteed by the Pension Benefit Guaranty Corporation under Title IV of ERISA.

## **Claims Review and Appeal Procedures**

No action at law or in equity may be brought to recover under this Plan document until the claims procedures and appeal rights herein have been fully exhausted and the Plan benefits requested in such appeal have been denied in whole or in part.

When you terminate or retire from the Company and want to receive your benefits from the Plan, you must file a claim with the Plan Administrator. Claims should be made on forms provided by the Plan Administrator for that purpose. The Plan Administrator will review your claim and make its determination within 90 days. If the Plan Administrator fully or partially denies your claim, you will be provided a written notice stating: (i) the specific reason or reasons your claim was denied, including exact references to the Plan provisions that lead to the decision; (ii) a description of any additional information or information necessary for you to revise and perfect your claim, with an explanation as to why this information is necessary; and (iii) an explanation of the Plan's claims review procedure.

If special circumstances require an extension of time, the Plan Administrator may extend the initial 90-day period by an additional 90 days. The Plan Administrator will give you a written notice of such an extension.

If your claim is fully or partially denied, you can appeal to the Plan Administrator within 60 days of the date of the written denial from the Plan Administrator. You or your authorized representative may (i) request a review, in writing, to the Plan Administrator; (ii) request, in writing, to review applicable documents relevant to your claim; and (iii) submit comments and issues to the Plan Administrator in writing.

After you have made the appeal, the Plan Administrator will normally make its decision no later than 60 days after it receives your request for a review. If special circumstances require an extension of time, the Plan Administrator will notify you of the delay, and will reach a decision within an additional 60 days after the initial 60-day period. The Plan Administrator's decision on the review will be written, and will include specific reasons for the decision and references to the Plan provision that the decision is based on. If any judicial or administrative proceeding is undertaken, the evidence presented will be strictly limited to the evidence timely presented to the Plan Administrator.

To eliminate any potential misunderstanding, please contact Corporate Shared Services – U.S. to obtain all necessary forms and receive an explanation of the procedures before filing a claim. The Plan Administrator has the sole and exclusive discretionary authority to determine eligibility for benefits and to construe and interpret the terms of the Plan, and its decision is conclusive and will be binding on all parties. A misstatement or other mistake of fact shall be corrected when it becomes known, and the Plan Administrator shall make such adjustment as it considers equitable and practicable. For example, if you receive a payment from the plan that is greater than the payment that should have been made, or if a person receives an erroneous payment from the Plan, the Plan Administrator has the right to recover the excess amount from you or erroneous payment from the applicable individual, including earnings thereon. In certain circumstances, the Plan Administrator may deduct the amount of the excess or erroneous payment from your Plan account.

### **Claims Involving a Determination of Disability**

If your claim involves the determination of your disability, the following special rules will apply.

The time frames described above for non-disability claims will be modified in the following manner if your claim involves a determination of disability. The 90-day period in which the Plan Administrator will decide your initial claim will be shortened to 45 days. This 45-day period may be extended by 30 days if the Plan Administrator determines the extension is necessary due to circumstances outside the Plan's control, provided that you are notified before the end of the 45-day period. If before the end of the 30-day extension period, the Plan Administrator determines that additional time is necessary, the period may be extended for a second 30-day period, provided that you are notified before the end of the first 30-day extension period. Such notice must specify the circumstances requiring the extension and the date as of which the Plan expects to render a decision. If your claim is partially or fully denied, you will have 180 days, rather than 60 days, to appeal your claim. The 60-day period in which the Plan Administrator will decide the appeal will be shortened to 45 days for appeals of claim denials involving a determination of a disability. This 45-day period may be extended by an additional 45 days if the Plan Administrator determines the extension is necessary due to circumstances outside the Plan's control, provided that you are notified before the end of the initial 45-day period.

If your claim involving a determination of disability is partially or fully denied and you decide to appeal the Plan Administrator's decision, the review of your denied claim will meet the following standards:

- the review will not give deference to the initial denial;
- the review will be conducted by an appropriate named fiduciary who is neither the party who made the initial denial nor a subordinate of that party;
- in the case of a denial which was based in whole or in part on a medical judgment, the review provides that the named fiduciary will consult with health care professionals (who have appropriate training and experience in the particular field of medicine involved in the medical judgment) in deciding the appeal of the denial; and
- the review provides, upon your written request, for the identification of the medical or vocational experts whose advice was obtained in connection with the initial denial, without regard to whether the advice was relied upon in making the determination.

## **Statement of Rights and Protections Under ERISA**

As a Participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

### **Receive Information About Your Plan and Benefits**

1. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
2. Obtain, upon written request to the Plan Administrator, copies of all documents governing the operation of the plan, including copies of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator may make a reasonable charge for the copies.
3. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
4. Obtain a statement telling you the value of your Plan Account. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan Participants ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the best interest of you and other Plan Participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

## **Enforce Your Rights**

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

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

If it should happen that Plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and legal fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

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

## **Assistance with Your Questions**

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

## **Incorporation of Certain Documents by Reference**

The following documents of the Company are incorporated by reference into this Prospectus, and constitute a part of this Prospectus, as of the date such documents are filed with the Securities and Exchange Commission (the "Commission"):

- (1) the Company's latest Annual Report on Form 10-K;
- (2) the latest Annual Report of the Plan on Form 11-K;
- (3) the Company's Quarterly Reports on Form 10-Q since the latest Form 10-K;

- (4) the Company's Current Reports on Form 8-K filed during the fiscal year;
- (5) the description of the Common Stock contained in the Company's Registration Statement on Form 10, as amended;
- (6) the description of the rights to purchase preferred stock contained in the Company's Registration Statement on Form 8-A, as amended; and
- (7) all reports and other documents filed by the Company after the date hereof pursuant to Sections 13(a) or (c), 14 or 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered hereunder have been sold or which deregisters all such securities then remaining unsold.

## **Where You Can Find More Information**

CSC is subject to the informational requirements of the Exchange Act, and accordingly files reports, proxy statements and other information with the Commission. You may read and copy any document it files at the Commission's public reference room, 450 Fifth Street, N.W., Washington, D.C. 20549, and at the following regional offices of the Commission:

233 Broadway  
New York, New York 10279

175 W. Jackson Boulevard  
Suite 900  
Chicago, IL 60604

Please call the Commission at 1-800-SEC-0330 for further information on the public reference rooms. CSC's filings are also available to the public from the Commission's website at <http://www.sec.gov> or at <http://www.CSC.com>. In addition, CSC Common Stock is listed on the New York Stock Exchange, and its reports, proxy statements and other information can be inspected at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005. In addition, CSC Common Stock also is listed on the Pacific Exchange, 115 Sansome Street, San Francisco, California 94104 or <http://www.pacificex.com>.

CSC has filed with the Commission a registration statement on Form S-8 (herein together with all amendments and exhibits, referred to as the "Registration Statement") under the Securities Act of 1933, as amended. This prospectus does not contain all of the information set forth in the Registration Statement, certain parts of which are omitted in accordance with the rules and regulations of the Commission. For further information, we refer you to the Registration Statement, which you can obtain from the Commission at one of the public reference rooms or from the Commission's website.

This Prospectus will be amended from time to time by the use of Appendices. This Prospectus will not be furnished annually except upon request.

Any employee of CSC or its participating affiliates who may be deemed an "affiliate" or an "underwriter" within the meaning of the Securities Act of 1933, as amended, may be required to deliver a prospectus in connection with any re-offer or resale of CSC Common Stock acquired pursuant hereto. This Prospectus may not be used for that purpose. Employees who are not

affiliates of CSC or its participating affiliates may re-offer and resell shares issued to them under the Plan in any way permitted by law, the Plan and the agreements pursuant to which such shares were issued to them under the Plan.

## **The Company**

CSC was incorporated in 1959 in Nevada. Its principal executive offices are located at 3170 Fairview Park Drive, Falls Church, Virginia, and its telephone number is (703) 876-1000. Unless the context otherwise requires, the term "Employer" refers to Computer Sciences Corporation and other participating employers.

## **Informational Material**

Informational material may be used in connection with the offering of interests in the Plan only when accompanied or preceded by the delivery of the Prospectus. Other informational materials have not been authorized by the Employer for use and should be disregarded.

## **Experts**

The financial statements and the related financial statement schedules incorporated in this Prospectus by reference from the CSC's most recent Annual Report on Form 10-K and the most recent Plan's Annual Report on Form 11-K have been audited by Deloitte & Touche LLP, independent auditors, as stated in their reports, which are incorporated herein by reference, and have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

Financial statements and schedules either incorporated by reference or appearing in documents subsequently filed by the Employer or the Plan pursuant to sections 13(a), 13(c), 14 or 15(d), of the Exchange Act after the date hereof and prior to the termination of the offering of the securities and incorporated into this Prospectus by reference will have been examined by independent accountants, to the extent and for the periods indicated in the reports, if any, of such independent accountants contained in such documents, and shall be incorporated by reference in this Prospectus in reliance upon the reports of independent accountants in those documents, given on their authority as experts in auditing and accounting, provided that the consent of such experts to the incorporation by reference in this Prospectus of such documents is filed with said documents.

## **Indemnification of Directors and Officers**

The Employer has agreed to indemnify the Trustee, members of the Board and any employee of the Employer with duties under the Plans against certain liabilities, including liability under the Securities Act of 1933, as amended.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, may be permitted to directors, officers or persons controlling the Employer, the Employer has been informed that in the opinion of the Commission such indemnification is against public policy as expressed in the Act and is therefore unenforceable.

## **APPENDIX A**

### **Affiliated Companies designated, as a Participating Employer:**

- CSC Credit Services, Inc.
- CSC Consulting, Inc.
- Welkin Associates Ltd.
- DynCorp
- CSC Applied Technologies LLC (formerly known as DynCorp Technical Services LLC)
- DynPort Vaccine Company, LLC
- Advance Med
- Datatrac Information Services, Inc.
- LogSec Corporation
- CSC Covansys Corporation

### **Non-Affiliated Companies designated as a Participating Employer:**

- Eagle Alliance
- CSR, Computer Sciences Corporation and Raytheon Service Company – a Joint Venture (also known as “Computer Sciences Raytheon”)
- DynKePRO LLC
- Space Coast Launch Services LLC

## **APPENDIX B**

There are exceptions applicable to the amount of the Employer Matching Contribution for certain groups of Participants, as follows:

- (1) Employees of Computer Sciences Raytheon receive a Matching Contribution of 75% of the first 4% of Compensation Deferral Contributions (B35B).
- (2) Employees of LogMod who were not receiving annuity payment from the United States government pension plan (e.g., CSRS or FERS) on July 1, 2000 receive a Matching Contribution of 100% of the first 5% of Compensation Deferral Contributions (B353).
- (3) Employees of Eagle Alliance receive a Matching Contribution of 100% of the first 8% of Compensation Deferral Contributions if the employee did not elect coverage under the Eagle Alliance Employee Pension Plan or 100% of the first 5% of the Compensation Deferral Contributions if the employee elected coverage under the Eagle Alliance Employee Pension Plan (B35F and B35D).
- (4) Employees of CSC Information Systems LLC who are covered by a collective bargaining agreement that provided for participation in CAP and who were eligible to enter the Plan on December 20, 2003 receive a Matching Contribution of 100% on the first 10% of Compensation Deferral Contributions (B35H).
- (5) Employees of SCLS receive a Matching Contribution of 50% on the first 2% of Compensation Deferral Contributions (B60A).
- (6) Employees that are former participants in the HSP Plan or the CUTW Plan whose Accounts were merged into the Plan and who are represented by the CWA Union receive a Matching Contribution of 66-2/3% of every dollar contributed to the Plan by the employee, up to the first 6% of the employee's base pay (B35J and B36J).
- (7) Employees that are former participants in the HSP Plan or the CUTW Plan whose Accounts were merged into the Plan and who are represented by the IAM Union, OPEIU Union, or MDA Union receive a Matching Contribution of 50% of the first 3% of Compensation Deferral Contributions, 60% of the first 4% of after-tax contributions and 40% of the next 4% of after-tax contributions, up to 8% of the employee's base compensation (B401).
- (8) Employees who are former employees of DuPont or Conoco and are covered by Supplements I or II of the Computer Sciences Corporation Employee Pension Plan will receive a Matching Contribution of 50% on the first 3% of Compensation Deferral Contributions (B450).
- (9) Employees who transferred from the United States Government payroll in the LogMod transaction and are covered by a non-Appendix K section of the Computer Sciences Corporation Employee Pension Plan will receive a Matching Contribution of 50% on the first 3% of Compensation Deferral Contributions (B450).

## **APPENDIX C**

### **TAX AND ROLLOVER ISSUES**

THIS APPENDIX CONTAINS IMPORTANT INFORMATION YOU WILL NEED BEFORE YOU DECIDE HOW TO RECEIVE YOUR PLAN BENEFITS. THIS APPENDIX CONSTITUTES A “SECTION 402(f)” NOTICE THAT IS REQUIRED BY THE IRS TO BE PROVIDED TO ALL PLAN PARTICIPANTS. YOU WILL RECEIVE A SUMMARY OF THIS NOTICE WHEN YOU REQUEST A PAYMENT THAT IS ELIGIBLE FOR ROLLOVER TREATMENT.

If you have additional questions regarding the tax implications of a payment under the Plan, you should contact a professional tax adviser or you may contact the Plan Administrator.

Under present law, so long as the Plan maintains its qualified status under Sections 401(a) and 401(k) of the Code, you will not incur any federal income tax on any contributions to the Plan, any earnings that are credited to your Plan account, or any increase in the value of the CSC Common Stock in your Plan Account before your Account is withdrawn or distributed under the Plan. Contributions to the Plan may be subject to FICA withholding. The taxable amount of a distribution of your Plan account received by you upon your termination of employment, or by your beneficiary upon your death, will be subject to tax at ordinary income tax rates, unless you roll it over to an IRA or another eligible retirement plan.

Unrealized appreciation in the value of CSC Common Stock at the time of distribution that is not included in your gross income as part of the distribution, but which you subsequently realize upon the sale of your common stock, will be eligible for 18-month long-term capital gain treatment. However, with regard to any further appreciation in the stock after distribution from the Plan, the capital gains rate on that portion is determined by your actual holding period in the stock after it is distributed to you from the Plan. For federal income tax withholding purposes, your cost basis is the current taxable value of the stock you receive as a part of the lump sum.

You are encouraged to read this Appendix carefully because all or part of a payment to you from the Plan may be eligible for rollover by you or the Plan Administrator to a traditional IRA or another qualified employer plan. A “traditional IRA” does not include a Roth IRA, SIMPLE IRA, or education IRA.

### **Your Rollover Options**

You are receiving this notice because all or a portion of a payment you are receiving from the Computer Sciences Corporation Matched Asset Plan (the “Plan”) is eligible to be rolled over to an IRA or an employer plan. This notice is intended to help you decide whether to do such a rollover.

Rules that apply to most payments from a plan are described in the “General Information About Rollovers” section. Special rules that only apply in certain circumstances are described in the “Special Rules and Options” section.

### **General Information About Rollovers**

#### **How can a rollover affect my taxes?**

You will be taxed on a payment from the Plan if you do not roll it over. If you are under age 59-1/2 and do not do a rollover, you will also have to pay a 10% additional income tax on early

distributions (unless an exception applies). However, if you do a rollover, you will not have to pay tax until you receive payments later and the 10% additional income tax will not apply if those payments are made after you are age 59-1/2 (or if an exception applies).

### **Where may I roll over the payment?**

You may roll over the payment to either an IRA (an individual retirement account or individual retirement annuity) or an employer plan (a tax-qualified plan, section 403(b) plan, or governmental section 457(b) plan) that will accept the rollover. The rules of the IRA or employer plan that holds the rollover will determine your investment options, fees, and rights to payment from the IRA or employer plan (for example, no spousal consent rules apply to IRAs and IRAs may not provide loans). Further, the amount rolled over will become subject to the tax rules that apply to the IRA or employer plan.

### **How do I do a rollover?**

There are two ways to do a rollover. You can do either a direct rollover or a 60-day rollover.

If you do a direct rollover, the Plan will make the payment directly to your IRA or an employer plan. You should contact the IRA sponsor or the administrator of the employer plan for information on how to do a direct rollover.

If you do not do a direct rollover, you may still do a rollover by making a deposit into an IRA or eligible employer plan that will accept it. You will have 60 days after you receive the payment to make the deposit. If you do not do a direct rollover, the Plan is required to withhold 20% of the payment for federal income taxes (up to the amount of cash and property received other than employer stock). This means that, in order to roll over the entire payment in a 60-day rollover, you must use other funds to make up for the 20% withheld. If you do not roll over the entire amount of the payment, the portion not rolled over will be taxed and will be subject to the 10% additional income tax on early distributions if you are under age 59-1/2 (unless an exception applies).

### **How much may I roll over?**

If you wish to do a rollover, you may roll over all or part of the amount eligible for rollover. Any payment from the Plan is eligible for rollover, except:

- Certain payments spread over a period of at least 10 years or over your life or life expectancy (or the lives or joint life expectancy of you and your beneficiary)
- Required minimum distributions after age 70-1/2; (or after death)
- Hardship distributions
- ESOP dividends
- Corrective distributions of contributions that exceed tax law limitations
- Loans treated as deemed distributions (for example, loans in default due to missed payments before your employment ends)

The Plan administrator or the payor can tell you what portion of a payment is eligible for rollover.

**If I don't do a rollover, will I have to pay the 10% additional income tax on early distributions?**

If you are under age 59-1/2, you will have to pay the 10% additional income tax on early distributions for any payment from the Plan (including amounts withheld for income tax) that you do not roll over, unless one of the exceptions listed below applies. This tax is in addition to the regular income tax on the payment not rolled over.

The 10% additional income tax does not apply to the following payments from the Plan:

- Payments made after you separate from service if you will be at least age 55 in the year of the separation
- Payments that start after you separate from service if paid at least annually in equal or close to equal amounts over your life or life expectancy (or the lives or joint life expectancy of you and your beneficiary)
- Payments made due to disability
- Payments after your death
- Payments of ESOP dividends
- Corrective distributions of contributions that exceed tax law limitations
- Payments made directly to the government to satisfy a federal tax levy
- Payments made under a qualified domestic relations order (QDRO)
- Payments up to the amount of your deductible medical expenses
- Certain payments made while you are on active duty if you were a member of a reserve component called to duty after September 11, 2001 for more than 179 days

**If I do a rollover to an IRA, will the 10% additional income tax apply to early distributions from the IRA?**

If you receive a payment from an IRA when you are under age 59-1/2, you will have to pay the 10% additional income tax on early distributions from the IRA, unless an exception applies. In general, the exceptions to the 10% additional income tax for early distributions from an IRA are the same as the exceptions listed above for early distributions from a plan. However, there are a few differences for payments from an IRA, including:

- There is no exception for payments after separation from service that are made after age 55.
- The exception for qualified domestic relations orders (QDROs) does not apply (although a special rule applies under which, as part of a divorce or separation agreement, a tax-free transfer may be made directly to an IRA of a spouse or former spouse).
- The exception for payments made at least annually in equal or close to equal amounts over a specified period applies without regard to whether you have had a separation from service.
- There are additional exceptions for (1) payments for qualified higher education expenses, (2) payments up to \$10,000 used in a qualified first-time home purchase, and (3) payments after you have received unemployment compensation for 12 consecutive weeks (or would have been eligible to receive unemployment compensation but for self-employed status).

## **Will I owe State income taxes?**

This notice does not describe any State or local income tax rules (including withholding rules).

## **Special Rules And Options**

### **If your payment includes after-tax contributions**

After-tax contributions included in a payment are not taxed. If a payment is only part of your benefit, an allocable portion of your after-tax contributions is generally included in the payment. If you have pre-1987 after-tax contributions maintained in a separate account, a special rule may apply to determine whether the after-tax contributions are included in a payment.

You may roll over to an IRA a payment that includes after-tax contributions through either a direct rollover or a 60-day rollover. You must keep track of the aggregate amount of the after-tax contributions in all of your IRAs (in order to determine your taxable income for later payments from the IRAs). If you do a direct rollover of only a portion of the amount paid from the Plan and a portion is paid to you, each of the payments will include an allocable portion of the after-tax contributions. If you do a 60-day rollover to an IRA of only a portion of the payment made to you, the after-tax contributions are treated as rolled over last. For example, assume you are receiving a complete distribution of your benefit which totals \$12,000, of which \$2,000 is after-tax contributions. In this case, if you roll over \$10,000 to an IRA in a 60-day rollover, no amount is taxable because the \$2,000 amount not rolled over is treated as being after-tax contributions.

You may roll over to an employer plan all of a payment that includes after-tax contributions, but only through a direct rollover (and only if the receiving plan separately accounts for after-tax contributions and is not a governmental section 457(b) plan). You can do a 60-day rollover to an employer plan of part of a payment that includes after-tax contributions, but only up to the amount of the payment that would be taxable if not rolled over.

### **If you miss the 60-day rollover deadline**

Generally, the 60-day rollover deadline cannot be extended. However, the IRS has the limited authority to waive the deadline under certain extraordinary circumstances, such as when external events prevented you from completing the rollover by the 60-day rollover deadline. To apply for a waiver, you must file a private letter ruling request with the IRS. Private letter ruling requests require the payment of a nonrefundable user fee. For more information, see IRS Publication 590, Individual Retirement Arrangements (IRAs).

### **If your payment includes employer stock that you do not roll over**

If you do not do a rollover, you can apply a special rule to payments of employer stock (or other employer securities) that are either attributable to after-tax contributions or paid in a lump sum after separation from service (or after age 59-1/2, disability, or the participant's death). Under the special rule, the net unrealized appreciation on the stock will not be taxed when distributed from the Plan and will be taxed at capital gain rates when you sell the stock. Net unrealized appreciation is generally the increase in the value of employer stock after it was acquired by the Plan. If you do a rollover for a payment that includes employer stock (for example, by selling the stock and rolling over the proceeds within 60 days of the payment), the special rule relating to the distributed employer stock will not apply to any subsequent payments from the IRA or

employer plan. The Plan Administrator can tell you the amount of any net unrealized appreciation.

### **If you have an outstanding loan that is being offset**

If you have an outstanding loan from the Plan, your Plan benefit may be offset by the amount of the loan, typically when your employment ends. The loan offset amount is treated as a distribution to you at the time of the offset and will be taxed (including the 10% additional income tax on early distributions, unless an exception applies) unless you do a 60-day rollover in the amount of the loan offset to an IRA or employer plan.

### **If you were born on or before January 1, 1936**

If you were born on or before January 1, 1936 and receive a lump sum distribution that you do not roll over, special rules for calculating the amount of the tax on the payment might apply to you. For more information, see IRS Publication 575, Pension and Annuity Income.

### **If you roll over your payment to a Roth IRA**

You can roll over a payment from the Plan made before January 1, 2010 to a Roth IRA only if your modified adjusted gross income is not more than \$100,000 for the year the payment is made to you and, if married, you file a joint return. These limitations do not apply to payments made to you from the Plan after 2009. If you wish to roll over the payment to a Roth IRA, but you are not eligible to do a rollover to a Roth IRA until after 2009, you can do a rollover to a traditional IRA and then, after 2009, elect to convert the traditional IRA into a Roth IRA.

If you roll over the payment to a Roth IRA, a special rule applies under which the amount of the payment rolled over (reduced by any after-tax amounts) will be taxed. However, the 10% additional income tax on early distributions will not apply (unless you take the amount rolled over out of the Roth IRA within 5 years, counting from January 1 of the year of the rollover). For payments from the Plan during 2010 that are rolled over to a Roth IRA, the taxable amount can be spread over a 2-year period starting in 2011.

If you roll over the payment to a Roth IRA, later payments from the Roth IRA that are qualified distributions will not be taxed (including earnings after the rollover). A qualified distribution from a Roth IRA is a payment made after you are age 59-1/2 (or after your death or disability, or as a qualified first-time homebuyer distribution of up to \$10,000) and after you have had a Roth IRA for at least 5 years. In applying this 5-year rule, you count from January 1 of the year for which your first contribution was made to a Roth IRA. Payments from the Roth IRA that are not qualified distributions will be taxed to the extent of earnings after the rollover, including the 10% additional income tax on early distributions (unless an exception applies). You do not have to take required minimum distributions from a Roth IRA during your lifetime. For more information, see IRS Publication 590, Individual Retirement Arrangements (IRAs).

You cannot roll over a payment from the Plan to a designated Roth account in an employer plan.

### **If you are not a plan participant**

Payments after death of the participant. If you receive a distribution after the participant's death that you do not roll over, the distribution will generally be taxed in the same manner described

elsewhere in this notice. However, the 10% additional income tax on early distributions and the special rule described under the section “If you were born on or before January 1, 1936” applies only if the participant was born on or before January 1, 1936.

**If you are a surviving spouse.** If you receive a payment from the Plan as the surviving spouse of a deceased participant, you have the same rollover options that the participant would have had, as described elsewhere in this notice. In addition, if you choose to do a rollover to an IRA, you may treat the IRA as your own or as an inherited IRA.

An IRA you treat as your own is treated like any other IRA of yours, so that payments made to you before you are age 59-1/2 will be subject to the 10% additional income tax on early distributions (unless an exception applies) and required minimum distributions from your IRA do not have to start until after you are age 70-1/2.

If you treat the IRA as an inherited IRA, payments from the IRA will not be subject to the 10% additional income tax on early distributions. However, if the participant had started taking required minimum distributions, you will have to receive required minimum distributions from the inherited IRA. If the participant had not started taking required minimum distributions from the Plan, you will not have to start receiving required minimum distributions from the inherited IRA until the year the participant would have been age 70-1/2.

**If you are a surviving beneficiary other than a spouse.** If you receive a payment from the Plan because of the participant's death and you are a designated beneficiary other than a surviving spouse, the only rollover option you have is to do a direct rollover to an inherited IRA. Payments from the inherited IRA will not be subject to the 10% additional income tax on early distributions. You will have to receive required minimum distributions from the inherited IRA.

Payments under a qualified domestic relations order. If you are the spouse or former spouse of the participant who receives a payment from the Plan under a qualified domestic relations order (QDRO), you generally have the same options the participant would have (for example, you may roll over the payment to your own IRA or an eligible employer plan that will accept it). Payments under the QDRO will not be subject to the 10% additional income tax on early distributions.

### **If you are a nonresident alien**

If you are a nonresident alien and you do not do a direct rollover to a U.S. IRA or U.S. employer plan, instead of withholding 20%, the Plan is generally required to withhold 30% of the payment for federal income taxes. If the amount withheld exceeds the amount of tax you owe (as may happen if you do a 60-day rollover), you may request an income tax refund by filing Form 1040NR and attaching your Form 1042-S. See Form W-8BEN for claiming that you are entitled to a reduced rate of withholding under an income tax treaty. For more information, see also IRS Publication 519, U.S. Tax Guide for Aliens, and IRS Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

## **Other special rules**

If a payment is one in a series of payments for less than 10 years, your choice whether to make a direct rollover will apply to all later payments in the series (unless you make a different choice for later payments).

If your payments for the year are less than \$200 (not including payments from a designated Roth account in the Plan), the Plan is not required to allow you to do a direct rollover and is not required to withhold for federal income taxes. However, you may do a 60-day rollover.

Unless you elect otherwise, a mandatory cashout of more than \$1,000 will be directly rolled over to an IRA chosen by the Plan Administrator or the payor. A mandatory cashout is a payment from a plan to a participant made before age 62 (or normal retirement age, if later) and without consent, where the participant's benefit does not exceed \$5,000 (not including any amounts held under the plan as a result of a prior rollover made to the plan).

You may have special rollover rights if you recently served in the U.S. Armed Forces. For more information, see IRS Publication 3, Armed Forces' Tax Guide.

## **For More Information**

You may wish to consult with the Plan Administrator or payor, or a professional tax advisor, before taking a payment from the Plan. Also, you can find more detailed information on the federal tax treatment of payments from employer plans in: IRS Publication 575, Pension and Annuity Income; IRS Publication 590, Individual Retirement Arrangements (IRAs); and IRS Publication 571, Tax-Sheltered Annuity Plans (403(b) Plans). These publications are available from a local IRS office, on the web at [www.irs.gov](http://www.irs.gov) , or by calling 1-800-TAX-FORM.