
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form S-8

REGISTRATION STATEMENT

Under

THE SECURITIES ACT OF 1933

FAIR, ISAAC AND COMPANY, INCORPORATED

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

94-1499887

(I.R.S. Employer Identification No.)

200 Smith Ranch Road

San Rafael, California

(Address of Principal Executive Offices)

94903

(Zip Code)

2002 Stock Bonus Plan of Fair, Isaac and Company, Incorporated
HNC Software Inc. 1995 Equity Incentive Plan, as amended
HNC Software Inc. 1995 Directors Stock Option Plan, as amended
HNC Software Inc. 1995 Employee Stock Purchase Plan, as amended
HNC Software Inc. 1998 Stock Option Plan, as amended
HNC Software Inc. 2001 Equity Incentive Plan
Aptex Software Inc. 1996 Equity Incentive Plan
Advanced Information Management Solutions, Inc. Stock Option Plan
ONYX Technologies, Inc. 1999 Stock Plan
Systems/Link Corporation 1999 Stock Option Plan
The Center for Adaptive Systems Applications, Inc. 1995 Stock Option Plan
Risk Data Corporation 1992 Stock Option Plan, as amended
eHNC Inc. 1999 Equity Incentive Plan, as amended
eHNC Inc. 1999 Executive Equity Incentive Plan
(Full title of the plans)

Andrea M. Fike, Esq.

Vice President, General Counsel and Secretary

Fair, Isaac and Company, Incorporated

4295 Lexington Avenue North

St. Paul, Minnesota 55126

(651) 483-8593

(Name, address and telephone number, including area code, of agent for service)

Copy to:

Blair W. White, Esq.

Pillsbury Winthrop LLP

50 Fremont Street

San Francisco, California 94105

(415) 983-1000

CALCULATION OF REGISTRATION FEE

Title of Securities To Be Registered	Amount To Be Registered	Proposed Maximum Offering Price per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock par value \$0.01 per share(1)	4,243,297	\$33.35(2)	\$141,513,955(2)	\$13,020(2)

(1) Includes Preferred Stock Purchase Rights that will be attached to, and represented by, the common stock (which Preferred Stock Purchase Rights have no market value independent of the common stock to which they are attached).

(2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) and Rule 457(h) on the basis of the average of the high and low prices as reported on the New York Stock Exchange on August 2, 2002.

This Registration Statement on Form S-8 is filed by Fair, Isaac and Company, Incorporated (the "Registrant") and relates to 175,000 shares of its common stock, par value \$0.01 per share (the "Common Stock"), issuable pursuant to the 2002 Stock Bonus Plan of Fair, Isaac and Company, Incorporated and 4,068,297 shares of Common Stock, issuable pursuant to the HNC Software Inc. ("HNC") 1995 Equity Incentive Plan, as amended, HNC 1995 Directors Stock Option Plan, as amended, HNC 1995 Employee Stock Purchase Plan, as amended, HNC 1998 Stock Option Plan, as amended, HNC 2001 Equity Incentive Plan, Aptex Software Inc. 1996 Equity Incentive Plan, Advanced Information Management Solutions, Inc. Stock Option Plan, ONYX Technologies, Inc. 1999 Stock Plan, Systems/Link Corporation 1999 Stock Option Plan, The Center for Adaptive Systems Applications, Inc. 1995 Stock Option Plan, Risk Data Corporation 1992 Stock Option Plan, as amended, eHNC Inc. 1999 Equity Incentive Plan, as amended and the eHNC Inc. 1999 Executive Equity Incentive Plan. Each of these Plans, other than the 2002 Stock Bonus Plan of the Registrant, was assumed by the Registrant in connection with the Agreement and Plan of Merger among the Registrant, HNC and a wholly-owned subsidiary of the Registrant, dated as of April 28, 2002, pursuant to which HNC became a wholly-owned subsidiary of the Registrant.

PART I: INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information.*

Item 2. Registrant Information and Employee Plan Annual Information.*

* Information required by Part I to be contained in the Section 10(a) prospectus is omitted from this Registration Statement in accordance with Rule 428 under the Securities Act of 1933 and the Note to Part I of Form S-8.

PART II: INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference

The following documents filed by the Registrant with the Securities and Exchange Commission are hereby incorporated by reference in this Registration Statement:

- (a) The Registrant's Annual Report on Form 10-K for the fiscal year ended September 30, 2001;
- (b) The Registrant's Quarterly Reports on Form 10-Q for the quarters ended December 31, 2001 and March 31, 2002;
- (c) The Registrant's Current Report on Form 8-K filed on April 29, 2002;
- (d) The description of the Registrant's common stock contained in the Registration Statement on Form 8-A, filed on April 9, 1996, and any subsequent amendment or report filed for the purpose of updating such information; and
- (e) The description of the Registrant's preferred stock purchase rights contained in the Registration Statement on Form 8-A, filed on August 10, 2001, and any subsequent amendment or report filed for the purpose of updating such description.

In addition, all documents subsequently filed by the Registrant pursuant to Section 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934 shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents until a post-effective amendment of this Registration Statement is filed which indicates that all securities being offered hereby have been sold or which deregisters all securities then remaining unsold.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Article 6 of the Registrant's restated Certificate of Incorporation provides as follows:

"(a) A director of the corporation shall not be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit.

(b) Each director or officer of the corporation who was or is made a party or is threatened to be made a party to or is in any way involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including without limitation any action, suit or proceeding brought by or in the right of the corporation to procure a judgment in its favor) (hereinafter a "proceeding"), including any appeal therefrom, by reason of the fact that he or she, or a person of whom he or she is a legal representative, is or was a director or officer of the corporation or of a subsidiary of the corporation, or is or was serving at the request of the corporation as a director or officer of another entity or enterprise, or was a director or officer for a foreign or domestic corporation which was a predecessor corporation of the corporation or of another entity or enterprise at the request of the predecessor corporation, or by reason of anything done or not done in such capacity, shall be indemnified and held harmless by the corporation, and the corporation shall advance all expenses incurred by any such person in connection with any such proceeding prior to its final determination, to the fullest extent authorized by the Delaware General Corporation Law. In any proceeding against the corporation to enforce these rights, such person shall be presumed to be entitled to indemnification and the corporation shall have the burden of proof to overcome that presumption. The rights to indemnification and advancement of expenses conferred by this Article shall be presumed to have been relied upon by directors and officers of the corporation in serving or continuing to serve the corporation and shall be enforceable as contract rights. Said rights shall not be exclusive of any other rights to which those seeking indemnification may otherwise be entitled. The corporation may, upon written demand presented by a director or officer of the corporation or of a subsidiary of the corporation, or by a person serving at the request of the corporation as a director or officer of another entity or enterprise, enter into contracts to provide such persons with specific rights to indemnification, which contracts may confer rights and protections to the maximum extent permitted by the Delaware General Corporation Law. The corporation may create trust funds, grant security interests, obtain letters of credit, or use other means to ensure payment of such amounts as may be necessary to perform the obligations provided for in this Article 6 or in any such contract."

Section 145 of the General Corporation Law of the State of Delaware, in which the Registrant is incorporated, permits, subject to certain conditions, the indemnification of directors or officers of a Delaware corporation for expenses (including attorneys' fees), judgments, fines and amounts paid in settlement incurred in connection with the defense of any action, suit or proceeding in relation to certain matters against them as such directors or officers.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits

Exhibit Number	Exhibit
4.1	Rights Agreement dated as of August 9, 2001 between Fair, Isaac and Company, Incorporated and Mellon Investor Services LLC (1)
5.1*	Opinion regarding legality of securities to be offered
23.1*	Consent of KPMG LLP
23.2*	Consent of Pillsbury Winthrop LLP (included in Exhibit 5.1)
99.1*	2002 Stock Bonus Plan of Fair, Isaac and Company, Incorporated
99.2	HNC Software Inc. 1995 Equity Incentive Plan, as amended (2)
99.3	HNC Software Inc. 1995 Directors Stock Option Plan, as amended (3)
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99.11	The Center for Adaptive Systems Applications, Inc. 1995 Stock Option Plan (11)
99.12	Risk Data Corporation 1992 Stock Option Plan, as amended (12)
99.13	eHNC Inc. 1999 Equity Incentive Plan, as amended (13)
99.14	eHNC Inc. 1999 Executive Equity Incentive Plan (14)

Filed herewith.

- (1) Incorporated by reference to Exhibit 4.1 to the Registrant's Registration Statement on Form 8-A (File No. 001-11689) filed on August 10, 2001.
- (2) Incorporated by reference to Exhibit 4.01 of the HNC Software Inc. Registration Statement on Form S-8 (File No. 333-40344) filed on June 28, 2000.
- (3) Incorporated by reference to Exhibit 4.05 of the HNC Software Inc. Registration Statement on Form S-8 (File No. 333-40344) filed on June 28, 2000.
- (4) Incorporated by reference to Exhibit 4.01 of the HNC Software Inc. Registration Statement on Form S-8 (File No. 333-90286) filed on June 12, 2002.
- (5) Incorporated by reference to Exhibit 4.05 of the HNC Software Inc. Registration Statement on Form S-8 (File No. 333-45442) filed on September 8, 2000.

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- (6) Incorporated by reference to Exhibit 4.01 of the HNC Software Inc. Registration Statement on Form S-8 (File No. 333-62492) filed on June 7, 2001.
 - (7) Incorporated by reference to Exhibit 4.03 of the HNC Software Inc. Registration Statement on Form S-8 (File No. 333-71923) filed on February 5, 1999.
 - (8) Incorporated by reference to Exhibit 4.01 of the HNC Software Inc. Registration Statement on Form S-8 (File No. 333-33952) filed on April 4, 2000.
 - (9) Incorporated by reference to Exhibit 4.03 of the HNC Software Inc. Registration Statement on Form S-8 (File No. 333-33952) filed on April 4, 2000.
 - (10) Incorporated by reference to Exhibit 4.04 of the HNC Software Inc. Registration Statement on Form S-8 (File No. 333-45442) filed on September 8, 2000.
 - (11) Incorporated by reference to Exhibit 4.05 of the HNC Software Inc. Registration Statement on Form S-8 (File No. 333-33952) filed on April 4, 2000.
 - (12) Incorporated by reference to Exhibit 4.01 of the HNC Software Inc. Registration Statement on Form S-8 (File No. 333-14323) filed on October 17, 1996.
 - (13) Incorporated by reference to Exhibit 4.01 of the HNC Software Inc. Registration Statement on Form S-8 (File No. 333-41388) filed on July 13, 2000.
 - (14) Incorporated by reference to Exhibit 4.03 of the HNC Software Inc. Registration Statement on Form S-8 (File No. 333-41388) filed on July 13, 2000.

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made of the securities registered hereby, a post-effective amendment to this Registration Statement:

(A) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

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

(C) to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement; provided, however, that paragraphs (a)(1)(A) and (a)(1)(B) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities

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offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and

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

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 and each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

INDEX TO EXHIBITS

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[PART I: INFORMATION REQUIRED IN THE SECTION 10\(a\) PROSPECTUS](#)

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[Letterhead of Pillsbury Winthrop LLP]

August 5, 2002

Fair, Isaac and Company, Incorporated
200 Smith Ranch Road
San Rafael, CA 94903-1996

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We are acting as counsel for Fair, Isaac and Company, Incorporated, a Delaware corporation (the "Company"), in connection with the registration under the Securities Act of 1933, as amended (the "Securities Act"), of: (a) 175,000 shares of common stock, par value \$0.01 per share, of the Company (the "Common Stock"), pursuant to the 2002 Stock Bonus Plan of the Company; (b) 4,068,297 shares of Common Stock issuable pursuant to the HNC Software Inc. ("HNC") 1995 Equity Incentive Plan, as amended, HNC 1995 Directors Stock Option Plan, as amended, HNC 1995 Employee Stock Purchase Plan, as amended, HNC 1998 Stock Option Plan, as amended, HNC 2001 Equity Incentive Plan, Aptex Software Inc. 1996 Equity Incentive Plan, Advanced Information Management Solutions, Inc. Stock Option Plan, ONYX Technologies, Inc. 1999 Stock Plan, Systems/Link Corporation 1999 Stock Option Plan, The Center for Adaptive Systems Applications, Inc. 1995 Stock Option Plan, Risk Data Corporation 1992 Stock Option Plan, as amended, eHNC Inc. 1999 Equity Incentive Plan, as amended and eHNC Inc. 1999 Executive Equity Incentive Plan; and (c) the Company's Preferred Stock Purchase Rights that will be attached to and represented by the certificates issued for shares of the Common Stock (which Preferred Stock Purchase Rights have no market value independent of the Common Stock, to which they are attached).

We are of the opinion that such shares, and the Company's Preferred Stock Purchase Rights, have been duly authorized and, when issued and sold in accordance with such plans, will be legally issued, fully paid and non-assessable, subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting or relating to the rights of creditors generally, and to general principals of equity. The foregoing opinion is limited to the federal laws of the United States, the laws of the State of California, and the General Corporation Law of the State of Delaware, and we are expressing no opinion as to the effect of the laws of any other jurisdiction.

We hereby consent to the filing of this opinion with the Securities and Exchange Commission as Exhibit 5.1 to the Company's Registration Statement on Form S-8.

Very truly yours,

/s/ PILLSBURY WINTHROP LLP

QuickLinks

[Exhibit 5.1](#)

CONSENT OF KPMG LLP

The Board of Directors
Fair, Isaac and Company, Incorporated:

We consent to the incorporation by reference in the Registration Statement on Form S-8 of Fair, Isaac and Company, Incorporated of our report dated October 24, 2001, except as to note 17, which is as of December 17, 2001, with respect to the consolidated balance sheets of Fair, Isaac and Company, Incorporated as of September 30, 2001 and 2000, and the related consolidated statements of income and comprehensive income, stockholders' equity, and cash flows for each of the years in the three-year period ended September 30, 2001, which report appears in the September 30, 2001 annual report on Form 10-K of Fair, Isaac and Company, Incorporated.

/s/ KPMG LLP

San Francisco, California
August 5, 2002

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[Exhibit 23.1](#)

[CONSENT OF KPMG LLP](#)

**2002 STOCK BONUS PLAN OF
FAIR, ISAAC AND COMPANY, INCORPORATED**

(Adopted on June 4, 2002)

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**2002 STOCK BONUS PLAN OF
FAIR, ISAAC AND COMPANY, INCORPORATED**

ARTICLE 1. INTRODUCTION.

The Plan was adopted by the Board effective as of June 4, 2002. The Plan is effective as of the closing of the merger between the Company and HNC Software Inc.

The purpose of the Plan is to promote the long-term success of the Company and the creation of stockholder value by (a) encouraging Key Employees to focus on critical long-range objectives, (b) encouraging the attraction and retention of Key Employees with exceptional qualifications and (c) linking Key Employees directly to stockholder interests through increased stock ownership. The Plan seeks to achieve this purpose by providing for the grant of Awards in the form of Restricted Shares.

The Plan shall be governed by, and construed in accordance with, the laws of the State of Delaware.

ARTICLE 2. DEFINITIONS.

2.1 "Board" means the Company's Board of Directors, as constituted from time to time.

2.2 "Change in Control" shall mean the occurrence of any of the following events:

(a) A change in the composition of the Board, as a result of which fewer than one-half of the incumbent directors are directors who either:

(A) Had been directors of the Company 24 months prior to such change; or

(B) Were elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the directors who had been directors of the Company 24 months prior to such change and who were still in office at the time of the election or nomination.

(b) Any "person" (as such term is used in sections 13(d) and 14(d) of the Exchange Act) by the acquisition or aggregation of securities is or becomes the beneficial owner, directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the Company's then outstanding securities ordinarily (and apart from rights accruing under special circumstances) having the right to vote at elections of directors (the "Base Capital Stock"); except that any change in the relative beneficial ownership of the Company's securities by any person resulting solely from a reduction in the aggregate number of outstanding shares of Base Capital Stock, and any decrease thereafter in such person's ownership of securities, shall be disregarded until such person increases in any manner, directly or indirectly, such person's beneficial ownership of any securities of the Company. Thus, for example, any person who owns less than 50% of the Company's outstanding shares, shall cause a Change in Control to occur as of any subsequent date if such person then acquires an additional interest in the Company which, when added to the person's previous holdings, causes the person to hold more than 50% of the Company's outstanding shares.

The term "Change in Control" shall not include a transaction, the sole purpose of which is to change the state of the Company's incorporation.

2.3 "Code" means the Internal Revenue Code of 1986, as amended.

2.4 "Committee" means a committee of the Board, as described in Article 2.

2.5 "Common Share" means one share of the common stock of the Company.

2.6 "Company" means Fair, Isaac and Company, Incorporated, a Delaware corporation.

2.7 "Exchange Act" means the Securities Exchange Act of 1934, as amended.

2.8 "Fair Market Value" means the market price of Common Shares, determined by the Committee as follows:

(a) If the Common Shares were traded over-the-counter on the date in question whether or not classified as a National Market issue, then the Fair Market Value shall be equal to the mean between the last reported representative bid and asked prices quoted for such date by the NASDAQ system for such date;

(b) If the Common Shares were traded on a stock exchange on the date in question, then the Fair Market Value shall be equal to the closing price reported by the applicable composite transactions report for such date; and

(c) If none of the foregoing provisions is applicable, then the Fair Market Value shall be determined by the Committee in good faith on such basis as it deems appropriate.

Whenever possible, the determination of Fair Market Value by the Committee shall be based on the prices reported in the Western Edition of *The Wall Street Journal*. Such determination shall be conclusive and binding on all persons.

2.9 "Key Employee" means a common-law employee of the Company, a Parent or a Subsidiary.

2.10 "Outside Director" shall mean a member of the Board who is not a common-law employee of the Company, a Parent or a Subsidiary.

2.11 "Parent" means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if each of the corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Parent on a date after the adoption of the Plan shall be considered a Parent commencing as of such date.

2.12 "Participant" means an individual or estate who holds Restricted Shares issued under the Plan.

2.13 "Plan" means this 2002 Stock Bonus Plan of Fair, Isaac and Company, Incorporated, as amended from time to time.

2.14 "Restricted Share" means a Common Share awarded under the Plan.

2.15 "Restricted Share Agreement" means the agreement between the Company and the recipient of Restricted Shares which contains the terms, conditions and restrictions pertaining to such Restricted Shares.

2.16 "Subsidiary" means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Subsidiary on a date after the adoption of the Plan shall be considered a Subsidiary commencing as of such date.

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ARTICLE 3. ADMINISTRATION.

3.1 *Committee Composition.* The Plan shall be administered by the Committee. Except as provided below, the Committee shall consist exclusively of directors of the Company, who shall be appointed by the Board. In addition, the composition of the Committee shall satisfy:

(a) Such requirements, if any, as the Securities and Exchange Commission may establish for administrators acting under plans intended to qualify for exemption under Rule 16b-3 (or its successor) under the Exchange Act; and

(b) Such requirements as the Internal Revenue Service may establish for outside directors acting under plans intended to qualify for exemption under section 162(m)(4)(C) of the Code.

The Board may appoint one or more separate committees composed of one or more officers of the Company who need not be directors of the Company and who need not satisfy the foregoing requirements, who may administer the Plan with respect to Key Employees who are not "covered employees" under section 162(m)(3) of the Code and who are not required to report pursuant to § 16(a) of the Exchange Act.

3.2 *Committee Responsibilities.* The Committee shall (a) select the Key Employees who are to receive Restricted Shares under the Plan, (b) determine the number of shares, vesting requirements and other features and conditions of such Restricted Shares, (c) interpret the Plan and (d) make all other decisions relating to the operation of the Plan. The Committee may adopt such rules or guidelines as it deems appropriate to implement the Plan. The Committee's determinations under the Plan shall be final and binding on all persons.

ARTICLE 4. SHARES AVAILABLE FOR GRANTS.

4.1 *Basic Limitation.* Common Shares issued pursuant to the Plan may be authorized but unissued shares or treasury shares. The aggregate number of Common Shares available for issuance awarded under the Plan shall not exceed the number of shares determined by dividing \$5,000,000 by the Fair Market Value of the Common Shares on the effective date of the Plan. The limitation of this Section 4.1 shall be subject to adjustment pursuant to Article 8.

4.2 *Additional Shares.* If Restricted Shares are forfeited before any dividends have been paid with respect to such Shares, then such Shares shall again become available for grants under the under the Plan.

4.3 *Dividend Equivalents.* Any dividend equivalents distributed under the Plan shall not be applied against the number of Restricted Shares available under the Plan.

ARTICLE 5. ELIGIBILITY.

5.1 *General Rules.* Only Key Employees are eligible to be selected as Participants in the Plan.

ARTICLE 6. RESTRICTED SHARE AWARDS.

6.1 *Time, Amount and Form of Awarded Restricted Shares.* Restricted Shares under the Plan may be awarded in such amounts, at such times, and subject to such vesting or other restrictions as the Committee may determine.

6.2 *Minimum Payment for Restricted Shares.* The Committee may determine the price, if any, of Restricted Shares awarded under the Plan, provided, however, that, to the extent that Restricted Shares are newly issued Common Shares, the Participant, as a condition to the grant of such Shares, shall be required to pay the Company in cash an amount at least equal to the par value of such Common

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Shares. To the extent that Restricted Shares are Common Shares from the Company's treasury, no cash consideration need be required of the Award recipients.

6.3 *Vesting Conditions.* Each Award of Restricted Shares shall become vested, in full or in installments, upon satisfaction of the conditions specified in the Restricted Share Agreement. A Restricted Share Agreement may provide for accelerated vesting in the event of the Participant's death, disability or retirement or other events. The Committee may determine, at the time of making a Restricted Share award or thereafter, that such Shares shall become fully vested in the event that a Change in Control occurs with respect to the Company.

ARTICLE 7. VOTING AND DIVIDEND RIGHTS.

The holders of Restricted Shares awarded under the Plan shall have the same voting, dividend and other rights as the Company's other stockholders. A Restricted Share Agreement, however, may require that the holders of Restricted Shares invest any cash dividends received in additional Restricted Shares. Such additional Restricted Shares shall be subject to the same conditions and restrictions as the Restricted Shares with respect to which the dividends were paid. Such additional Restricted Shares shall not reduce the number of Common Shares available under Article 4.

ARTICLE 8. PROTECTION AGAINST DILUTION.

8.1 *Adjustments.* In the event of a subdivision of the outstanding Common Shares, a declaration of a dividend payable in Common Shares, a declaration of a dividend payable in a form other than Common Shares in an amount that has a material effect on the price of Common Shares, a combination or consolidation of the outstanding Common Shares (by reclassification or otherwise) into a lesser number of Common Shares, a recapitalization, a spinoff or a similar occurrence, then the number of Restricted Shares awarded to each Participant and the number of Restricted Shares available for future awards under Article 3 shall be adjusted to reflect such occurrence. Except as provided in this Article 8, a Participant shall have no rights by reason of any issue by the Company of stock of any class or securities convertible into stock of any class, any subdivision or consolidation of shares of stock of any class, the payment of any stock dividend or any other increase or decrease in the number of shares of stock of any class.

8.2 *Reorganizations.* In the event that the Company is a party to a merger or other reorganization, outstanding Restricted Shares shall be subject to the agreement of merger or reorganization. Such agreement may provide, without limitation, for the exchange of outstanding Restricted Shares into similar shares of the surviving corporation or its parent, for their continuation by the Company (if the Company is a surviving corporation), for accelerated vesting, or for settlement in cash.

ARTICLE 9. RESTRICTED SHARES UNDER OTHER PLANS.

The Company may grant Restricted Shares under other plans or programs. Such Restricted Shares may be settled in the form of Common Shares issued under this Plan. Such Common Shares, when issued, reduce the number of Common Shares available under Article 4.

ARTICLE 10. LIMITATION ON RIGHTS.

10.1 *Retention Rights.* Neither the Plan nor any Restricted Shares granted under the Plan shall be deemed to give any individual a right to remain an employee, consultant or director of the Company, a Parent or a Subsidiary. The Company and its Parents and Subsidiaries reserve the right to terminate the service of any employee, consultant or director at any time, with or without cause, subject to applicable laws, the Company's certificate of incorporation and by-laws and a written employment agreement (if any).

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10.2 *Stockholders' Rights.* A Participant shall have no dividend rights, voting rights or other rights as a stockholder with respect to any Common Shares covered by his or her Restricted Share award prior to the issuance of a stock certificate for such Common Shares. No adjustment shall be made for cash dividends or other rights for which the record date is prior to the date when such certificate is issued, except as expressly provided in Article 9.

10.3 *Regulatory Requirements.* Any other provision of the Plan notwithstanding, the obligation of the Company to issue Common Shares under the Plan shall be subject to all applicable laws, rules and regulations and such approval by any regulatory body as may be required. The Company reserves the right to restrict, in whole or in part, the delivery of Common Shares pursuant to any award prior to the satisfaction of all legal requirements relating to the issuance of such Common Shares, to their registration, qualification or listing or to an exemption from registration, qualification or listing.

ARTICLE 11. WITHHOLDING TAXES.

11.1 *General.* To the extent required by applicable federal, state, local or foreign law, a Participant or his or her successor shall make arrangements satisfactory to the Company for the satisfaction of any withholding tax obligations that arise in connection with the Plan. The Company shall not be required to issue any Common Shares or make any cash payment under the Plan until such obligations are satisfied.

11.2 *Share Withholding.* The Committee may permit a Participant to satisfy all or part of his or her withholding or income tax obligations by having the Company withhold all or a portion of any Common Shares that otherwise would be issued to him or her or by surrendering all or a portion of any Common Shares that he or she previously acquired. Such Common Shares shall be valued at their Fair Market Value on the date when taxes otherwise would be withheld in cash. Any payment of taxes by assigning Common Shares to the Company may be subject to restrictions, including any restrictions required by rules of the Securities and Exchange Commission.

ARTICLE 12. ASSIGNMENT OR TRANSFER OF RESTRICTED SHARES.

12.1 *General.* Restricted Shares awarded under the Plan shall not be anticipated, assigned, attached, garnished, optioned, transferred or made subject to any creditor's process, whether voluntarily, involuntarily or by operation of law prior to full vesting, except as approved by the Committee. However, this Article 12 shall not preclude a Participant from designating a beneficiary who will receive any outstanding Restricted Shares in the event of the Participant's death, nor shall it preclude a transfer of Restricted Shares by will or by the laws of descent and distribution.

12.2 *Trusts.* Neither this Article 12 nor any other provision of the Plan shall preclude a Participant from transferring or assigning Restricted Shares to (a) the trustee of a trust that is revocable by such Participant alone, both at the time of the transfer or assignment and at all times thereafter prior to such Participant's death, or (b) a family member or the trustee of any other trust for the benefit of a family member to the extent approved in advance by the Committee in writing. A transfer or assignment of Restricted Shares from such trustee or family member to any person other than such Participant shall be permitted only to

