

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2021

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____.

Commission file number 1-8729

UNISYS CORPORATION

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

38-0387840

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

801 Lakeview Drive, Suite 100

Blue Bell, Pennsylvania 19422

(215) 986-4011

(Address, zip code and telephone number, including area code, of principal executive offices)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$.01	UIS	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

Number of shares of Common Stock outstanding as of March 31, 2021: 67,022,500

UNISYS CORPORATION
TABLE OF CONTENTS

	Page Number
PART I - FINANCIAL INFORMATION	
Item 1. Consolidated Financial Statements (Unaudited)	
Consolidated Statements of Income (Loss)	<u>2</u>
Consolidated Statements of Comprehensive Income (Loss)	<u>3</u>
Consolidated Balance Sheets	<u>4</u>
Consolidated Statements of Cash Flows	<u>5</u>
Consolidated Statements of Deficit	<u>6</u>
Notes to Consolidated Financial Statements	<u>7</u>
Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations	<u>23</u>
Item 3. Quantitative and Qualitative Disclosures about Market Risk	<u>28</u>
Item 4. Controls and Procedures	<u>28</u>
PART II - OTHER INFORMATION	
Item 1. Legal Proceedings	<u>29</u>
Item 1A. Risk Factors	<u>29</u>
Item 6. Exhibits	<u>30</u>
Exhibit Index	<u>31</u>
Signatures	<u>32</u>

Part I - FINANCIAL INFORMATION
Item 1. Financial Statements

UNISYS CORPORATION
CONSOLIDATED STATEMENTS OF INCOME (LOSS) (Unaudited)
(Millions, except per share data)

	Three Months Ended March 31,	
	2021	2020
Revenue		
Services	\$ 420.4	\$ 425.9
Technology	89.4	89.5
	<u>509.8</u>	<u>515.4</u>
Costs and expenses		
Cost of revenue		
Services	338.7	375.7
Technology	31.9	26.6
	<u>370.6</u>	<u>402.3</u>
Selling, general and administrative	90.0	86.8
Research and development	5.6	6.2
	<u>466.2</u>	<u>495.3</u>
Operating income	43.6	20.1
Interest expense	10.1	13.9
Other (expense), net	(182.6)	(48.1)
Loss from continuing operations before income taxes	(149.1)	(41.9)
Provision for income taxes	8.4	10.8
Consolidated net loss from continuing operations	(157.5)	(52.7)
Net income attributable to noncontrolling interests	0.3	0.5
Net loss from continuing operations attributable to Unisys Corporation	(157.8)	(53.2)
Income from discontinued operations, net of tax	—	1,068.5
Net income (loss) attributable to Unisys Corporation	<u>\$ (157.8)</u>	<u>\$ 1,015.3</u>
Earnings (loss) per share attributable to Unisys Corporation		
Basic		
Continuing operations	\$ (2.45)	\$ (0.85)
Discontinued operations	—	17.06
Total	<u>\$ (2.45)</u>	<u>\$ 16.21</u>
Diluted		
Continuing operations	\$ (2.45)	\$ (0.85)
Discontinued operations	—	17.06
Total	<u>\$ (2.45)</u>	<u>\$ 16.21</u>

See notes to consolidated financial statements

UNISYS CORPORATION
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS) (Unaudited)
(Millions)

	Three Months Ended March 31,	
	2021	2020
Consolidated net loss from continuing operations	\$ (157.5)	\$ (52.7)
Income from discontinued operations, net of tax	—	1,068.5
Total	<u>(157.5)</u>	<u>1,015.8</u>
Other comprehensive income		
Foreign currency translation	(17.1)	(87.6)
Postretirement adjustments, net of tax of \$3.1 in 2021 and \$13.9 in 2020	202.2	91.2
Total other comprehensive income	<u>185.1</u>	<u>3.6</u>
Comprehensive income	27.6	1,019.4
Less comprehensive income (loss) attributable to noncontrolling interests	1.1	(1.8)
Comprehensive income attributable to Unisys Corporation	<u>\$ 26.5</u>	<u>\$ 1,021.2</u>

See notes to consolidated financial statements

UNISYS CORPORATION
CONSOLIDATED BALANCE SHEETS (Unaudited)
(Millions)

	March 31, 2021	December 31, 2020
Assets		
Current assets:		
Cash and cash equivalents	\$ 716.6	\$ 898.5
Accounts receivable, net	410.3	460.5
Contract assets	45.1	44.3
Inventories	9.6	13.4
Prepaid expenses and other current assets	99.0	89.3
Total current assets	1,280.6	1,506.0
Properties	704.6	727.0
Less-accumulated depreciation and amortization	597.7	616.5
Properties, net	106.9	110.5
Outsourcing assets, net	163.6	173.9
Marketable software, net	195.5	193.6
Operating lease right-of-use assets	70.8	79.3
Prepaid postretirement assets	188.2	187.5
Deferred income taxes	134.1	136.2
Goodwill	108.6	108.6
Restricted cash	9.9	8.2
Other long-term assets	198.5	204.1
Total assets	\$ 2,456.7	\$ 2,707.9
Liabilities and deficit		
Current liabilities:		
Current maturities of long-term-debt	\$ 19.9	\$ 102.8
Accounts payable	172.7	223.2
Deferred revenue	248.0	257.1
Other accrued liabilities	289.3	352.0
Total current liabilities	729.9	935.1
Long-term debt	521.2	527.1
Long-term postretirement liabilities	1,230.0	1,286.1
Long-term deferred revenue	138.3	137.9
Long-term operating lease liabilities	57.5	62.4
Other long-term liabilities	65.6	71.4
Commitments and contingencies (see note 14)		
Deficit:		
Common stock, shares issued: 2021; 72.3, 2020; 66.8	0.7	0.7
Accumulated deficit	(1,118.3)	(960.5)
Treasury stock, shares at cost: 2021; 5.3, 2020; 3.8	(151.9)	(114.4)
Paid-in capital	4,693.1	4,656.9
Accumulated other comprehensive loss	(3,755.2)	(3,939.5)
Total Unisys Corporation stockholders' deficit	(331.6)	(356.8)
Noncontrolling interests	45.8	44.7
Total deficit	(285.8)	(312.1)
Total liabilities and deficit	\$ 2,456.7	\$ 2,707.9

See notes to consolidated financial statements

UNISYS CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS (Unaudited)
(Millions)

	Three Months Ended March 31,	
	2021	2020
Cash flows from operating activities		
Consolidated net loss from continuing operations	\$ (157.5)	\$ (52.7)
Income from discontinued operations, net of tax	—	1,068.5
Adjustments to reconcile consolidated net loss to net cash used for operating activities:		
Gain on sale of U.S. Federal business	—	(1,059.5)
Foreign currency translation losses	2.9	15.8
Non-cash interest expense	0.9	1.5
Employee stock compensation	3.3	5.1
Depreciation and amortization of properties	7.6	8.2
Depreciation and amortization of outsourcing assets	16.1	16.0
Amortization of marketable software	15.5	13.6
Other non-cash operating activities	(0.6)	0.2
Loss on disposal of capital assets	0.8	0.8
Postretirement contributions	(21.6)	(327.7)
Postretirement expense	169.0	23.5
Deferred income taxes, net	(2.0)	(5.6)
Changes in operating assets and liabilities		
Receivables, net and contract assets	48.8	(18.6)
Inventories	3.7	5.6
Other assets	(15.2)	(14.2)
Accounts payable and current liabilities	(124.8)	(58.0)
Other liabilities	10.2	(0.4)
Net cash used for operating activities	<u>(42.9)</u>	<u>(377.9)</u>
Cash flows from investing activities		
Net proceeds from sale of U.S. Federal business	—	1,164.7
Proceeds from investments	1,229.5	828.8
Purchases of investments	(1,235.5)	(870.5)
Investment in marketable software	(17.4)	(17.3)
Capital additions of properties	(5.1)	(5.6)
Capital additions of outsourcing assets	(5.0)	(4.8)
Other	(0.4)	(1.5)
Net cash (used for) provided by investing activities	<u>(33.9)</u>	<u>1,093.8</u>
Cash flows from financing activities		
Net proceeds from short-term borrowings	—	59.5
Proceeds from issuance of long-term debt	1.5	2.1
Payments of long-term debt	(91.6)	(6.1)
Proceeds from exercise of stock options	2.7	—
Other	(7.4)	(4.7)
Net cash (used for) provided by financing activities	<u>(94.8)</u>	<u>50.8</u>
Effect of exchange rate changes on cash, cash equivalents and restricted cash	<u>(8.6)</u>	<u>(31.0)</u>
Increase (decrease) in cash, cash equivalents and restricted cash	(180.2)	735.7
Cash, cash equivalents and restricted cash, beginning of period	906.7	551.8
Cash, cash equivalents and restricted cash, end of period	<u>\$ 726.5</u>	<u>\$ 1,287.5</u>

See notes to consolidated financial statements

UNISYS CORPORATION
CONSOLIDATED STATEMENTS OF DEFICIT (Unaudited)
(Millions)

	Unisys Corporation							
	Total	Total Unisys Corporation	Common Stock Par Value	Accumulated Deficit	Treasury Stock At Cost	Paid-in Capital	Accumulated Other Comprehensive Loss	Non-controlling Interests
Balance at December 31, 2020	\$ (312.1)	\$ (356.8)	\$ 0.7	\$ (960.5)	\$ (114.4)	\$ 4,656.9	\$ (3,939.5)	\$ 44.7
Consolidated net income	(157.5)	(157.8)		(157.8)				0.3
Capped call on conversion of notes	—	—			(30.8)	30.8		
Stock-based activity	(1.3)	(1.3)			(6.7)	5.4		
Translation adjustments	(17.1)	(17.9)					(17.9)	0.8
Postretirement plans	202.2	202.2					202.2	—
Balance at March 31, 2021	<u>\$ (285.8)</u>	<u>\$ (331.6)</u>	<u>\$ 0.7</u>	<u>\$ (1,118.3)</u>	<u>\$ (151.9)</u>	<u>\$ 4,693.1</u>	<u>\$ (3,755.2)</u>	<u>\$ 45.8</u>

	Unisys Corporation							
	Total	Total Unisys Corporation	Common Stock Par Value	Accumulated Deficit	Treasury Stock At Cost	Paid-in Capital	Accumulated Other Comprehensive Loss	Non-controlling Interests
Balance at December 31, 2019	\$ (1,228.3)	\$ (1,265.4)	\$ 0.7	\$ (1,711.2)	\$ (109.6)	\$ 4,643.3	\$ (4,088.6)	\$ 37.1
Consolidated net income	1,015.8	1,015.3		1,015.3				0.5
Stock-based activity	(0.5)	(0.5)			(4.6)	4.1		
Translation adjustments	(87.6)	(81.6)					(81.6)	(6.0)
Postretirement plans	91.2	87.5					87.5	3.7
Balance at March 31, 2020	<u>\$ (209.4)</u>	<u>\$ (244.7)</u>	<u>\$ 0.7</u>	<u>\$ (695.9)</u>	<u>\$ (114.2)</u>	<u>\$ 4,647.4</u>	<u>\$ (4,082.7)</u>	<u>\$ 35.3</u>

See notes to consolidated financial statements

UNISYS CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)
(Dollars in millions, except share and per share amounts)

Note 1 - Basis of Presentation

The accompanying consolidated financial statements and footnotes of Unisys Corporation have been prepared in accordance with generally accepted accounting principles in the United States of America (GAAP). The financial statements and footnotes are unaudited. In the opinion of management, the financial information furnished herein reflects all adjustments necessary for a fair statement of the results of operations, comprehensive income, financial position, cash flows and deficit for the interim periods specified. These adjustments consist only of normal recurring accruals except as disclosed herein. Because of seasonal and other factors, results for interim periods are not necessarily indicative of the results to be expected for the full year.

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions about future events. These estimates and assumptions affect the amounts of assets and liabilities reported, disclosures about contingent assets and liabilities and the reported amounts of revenue and expenses. Such estimates include the valuation of estimated credit losses, contract assets, operating lease right-of-use assets, outsourcing assets, marketable software, goodwill and other long-lived assets, legal contingencies, assumptions used in the calculation for systems integration projects, income taxes and retirement and other post-employment benefits, among others. These estimates and assumptions are based on management's best estimates and judgment. Management evaluates its estimates and assumptions on an ongoing basis using historical experience and other factors, including the current economic environment, which management believes to be reasonable under the circumstances. Management adjusts such estimates and assumptions when facts and circumstances dictate. As future events and their effects cannot be determined with precision, actual results could differ materially from these estimates. Changes in those estimates resulting from continuing changes in the economic environment will be reflected in the financial statements in future periods.

The company assessed certain accounting matters that generally require consideration of forecasted financial information in context with the information reasonably available to us and the unknown future impacts of COVID-19 as of March 31, 2021 and through the date of this report. The accounting matters assessed included, but were not limited to the valuation of estimated credit losses, contract assets, outsourcing assets, marketable software, goodwill and other long-lived assets, and retirement and other post-employment benefits. While there was not a material impact to our consolidated financial position as of March 31, 2021 resulting from our assessments, our future assessment of our current expectations at that time of the magnitude and duration of COVID-19, as well as other factors, could result in material impacts to our consolidated financial position in future reporting periods.

The company's accounting policies are set forth in detail in Note 1 of the Notes to Consolidated Financial Statements in the company's Annual Report on Form 10-K for the year ended December 31, 2020 filed with the Securities and Exchange Commission. Such Annual Report also contains a discussion of the company's critical accounting policies and estimates. The company believes that these critical accounting policies and estimates affect its more significant estimates and judgments used in the preparation of the company's consolidated financial statements.

Note 2 - Discontinued Operations

On March 13, 2020, the company completed the sale of its U.S. Federal business to Science Applications International Corporation for cash of \$1.2 billion. Net cash proceeds of the sale was \$1,164.7 million (net of working capital adjustments and transaction costs).

The results of the U.S. Federal business discontinued operations were as follows:

	Three Months Ended March 31, 2020*
Revenue	\$ 149.5
Income	
Operations	9.0
Gain on sale	1,061.7
	<u>1,070.7</u>
Income tax provision	2.2
Income from discontinued operations, net of tax	<u>\$ 1,068.5</u>

* Includes results of operations through the March 13, 2020 closing date.

Note 3 - Cost-Reduction Actions

During the three months ended March 31, 2021, the company recognized cost-reduction charges and other costs of \$8.5 million. The charges (credits) related to work-force reductions were \$(1.6) million, principally related to severance costs, and were comprised of: (a) a charge of \$2.9 million and (b) a credit of \$(4.5) million for changes in estimates. In addition, the company recorded charges of \$10.1 million comprised of \$2.3 million for foreign currency losses related to exiting foreign countries, \$2.4 million for asset impairments and \$5.4 million of other expenses related to the cost-reduction effort.

During the three months ended March 31, 2020, the company recognized cost-reduction charges and other costs of \$27.5 million. The charges related to work-force reductions were \$8.5 million, principally related to severance costs, and were comprised of: (a) a charge of \$9.7 million and (b) a credit of \$(1.2) million for changes in estimates. In addition, the company recorded charges of \$19.0 million for net foreign currency losses related to exiting foreign countries.

The charges (credits) were recorded in the following statement of income classifications:

	Three Months Ended March 31,	
	2021	2020
Cost of revenue	\$ (1.7)	\$ 5.9
Selling, general and administrative	6.2	2.5
Research and development	1.7	0.1
Other (expense), net	2.3	19.0
Total	<u>\$ 8.5</u>	<u>\$ 27.5</u>

Liabilities and expected future payments related to the company's work-force reduction actions are as follows:

	Total	U.S.	International
Balance at December 31, 2020	\$ 55.9	\$ 13.1	\$ 42.8
Additional provisions	2.9	2.8	0.1
Payments	(12.0)	(5.2)	(6.8)
Changes in estimates	(4.5)	(0.5)	(4.0)
Translation adjustments	(1.3)	—	(1.3)
Balance at March 31, 2021	<u>\$ 41.0</u>	<u>\$ 10.2</u>	<u>\$ 30.8</u>
Expected future utilization on balance at March 31, 2021:			
Short-term	\$ 31.2	\$ 9.9	\$ 21.3
Long-term	\$ 9.8	\$ 0.3	\$ 9.5

Note 4 - Pension and Postretirement Benefits

Net periodic pension expense is presented below:

	Three Months Ended March 31, 2021		
	Total	U.S. Plans	International Plans
Service cost ⁽ⁱ⁾	\$ 1.2	\$ —	\$ 1.2
Interest cost	39.6	29.4	10.2
Expected return on plan assets	(74.1)	(51.4)	(22.7)
Amortization of prior service benefit	(1.3)	(0.6)	(0.7)
Recognized net actuarial loss	46.2	33.2	13.0
Settlement loss	158.0	158.0	—
Net periodic pension expense	<u>\$ 169.6</u>	<u>\$ 168.6</u>	<u>\$ 1.0</u>

	Three Months Ended March 31, 2020		
	Total	U.S. Plans	International Plans
Service cost ⁽ⁱ⁾	\$ 0.7	\$ —	\$ 0.7
Interest cost	53.8	40.4	13.4
Expected return on plan assets	(75.1)	(52.3)	(22.8)
Amortization of prior service benefit	(1.2)	(0.6)	(0.6)
Recognized net actuarial loss	44.3	33.5	10.8
Net periodic pension expense	<u>\$ 22.5</u>	<u>\$ 21.0</u>	<u>\$ 1.5</u>

⁽ⁱ⁾Service cost is reported in selling, general and administrative expense. All other components of net periodic pension expense are reported in other expense, net in the consolidated statements of income (loss).

In January of 2021, the company purchased a group annuity contract for \$279 million to transfer projected benefit obligations related to approximately 11,600 retirees of the company's U.S. defined benefit pension plans. This action resulted in a first quarter 2021 settlement loss of \$158.0 million.

The American Rescue Plan Act, which was signed into law on March 11, 2021, includes a provision for pension relief that extends the amortization period for required contributions from 7 to 15 years and provides for the stabilization of interest rates used to calculate future required contributions. As a result, based on year-end 2020 pension data and assumptions, current projections indicate that the company will not be required to make future cash contributions to its U.S. qualified defined benefit pension plans and the company has determined that it will not make the previously-contemplated voluntary \$200 million contribution to its U.S. pension plans in 2021.

Any future material deterioration in the value of the company's U.S. qualified defined benefit pension plan assets, as well as changes in pension legislation, discount rate changes, asset return changes, or changes in economic or demographic trends, could require the company to make cash contributions to its U.S. defined benefit pension plans.

In 2021, the company expects to make cash contributions of approximately \$50.3 million primarily for the company's international defined benefit pension plans. In 2020, the company made cash contributions of \$826.2 million to its worldwide defined benefit pension plans. For the three months ended March 31, 2021 and 2020, the company made cash contributions of \$20.2 million and \$325.6 million, respectively.

Net periodic postretirement benefit (income) expense is presented below:

	Three Months Ended March 31,	
	2021	2020
Service cost ⁽ⁱ⁾	\$ 0.1	\$ 0.1
Interest cost	0.4	1.1
Expected return on assets	(0.1)	(0.1)
Recognized net actuarial (gain) loss	(0.6)	0.3
Amortization of prior service cost	(0.4)	(0.4)
Net periodic postretirement benefit (income) expense	<u>\$ (0.6)</u>	<u>\$ 1.0</u>

⁽ⁱ⁾Service cost is reported in selling, general and administrative expense. All other components of net periodic postretirement benefit expense are reported in other expense, net in the consolidated statements of income (loss).

The company expects to make cash contributions of approximately \$5.0 million to its postretirement benefit plan in 2021 compared to \$6.0 million in 2020. For the three months ended March 31, 2021 and 2020, the company made cash contributions of \$1.4 million and \$2.1 million, respectively.

Note 5 - Stock Compensation

Under stockholder approved stock-based plans, stock options, stock appreciation rights, restricted stock and restricted stock units may be granted to officers, directors and other key employees.

As of March 31, 2021, the company has granted non-qualified stock options and restricted stock units under these plans. The company recognizes compensation cost, net of a forfeiture rate, in selling, general and administrative expense, and recognizes compensation cost only for those awards expected to vest. The company estimates the forfeiture rate based on its historical experience and its expectations about future forfeitures.

During the three months ended March 31, 2021 and 2020, the company recorded \$3.3 million and \$5.1 million of share-based restricted stock unit compensation expense, respectively.

Restricted stock unit awards may contain time-based units, performance-based units, total shareholder return market-based units, or a combination of these units. Each performance-based and market-based unit will vest into zero to two shares depending on the degree to which the performance or market conditions are met. Compensation expense for performance-based awards is recognized as expense ratably for each installment from the date of grant until the date the restrictions lapse and is based on the fair market value at the date of grant and the probability of achievement of the specific performance-related goals. Compensation expense for market-related awards is recognized as expense ratably over the measurement period, regardless of the actual level of achievement, provided the service requirement is met. Restricted stock unit grants for the company's directors vest upon award and compensation expense for such awards is recognized upon grant.

A summary of restricted stock unit activity for the three months ended March 31, 2021 follows (shares in thousands):

	Restricted Stock Units	Weighted- Average Grant-Date Fair Value
Outstanding at December 31, 2020	1,726	\$ 17.87
Granted	963	28.32
Vested	(839)	16.75
Forfeited and expired	(73)	18.18
Outstanding at March 31, 2021	<u>1,777</u>	<u>22.38</u>

The aggregate weighted-average grant-date fair value of restricted stock units granted during the three months ended March 31, 2021 and 2020 was \$24.1 million and \$16.4 million, respectively. The fair value of restricted stock units with time and performance conditions was determined based on the trading price of the company's common shares on the date of grant. The fair value of awards with market conditions was estimated using a Monte Carlo simulation with the following weighted-average assumptions:

	Three Months Ended March 31,	
	2021	2020
Weighted-average fair value of grant	\$ 40.02	\$ 28.33
Risk-free interest rate ⁽ⁱ⁾	0.27 %	1.35 %
Expected volatility ⁽ⁱⁱ⁾	57.08 %	51.81 %
Expected life of restricted stock units in years ⁽ⁱⁱⁱ⁾	2.84	2.86
Expected dividend yield	— %	— %

⁽ⁱ⁾Represents the continuously compounded semi-annual zero-coupon U.S. treasury rate commensurate with the remaining performance period

⁽ⁱⁱ⁾Based on historical volatility for the company that is commensurate with the length of the performance period

⁽ⁱⁱⁱ⁾Represents the remaining life of the longest performance period

As of March 31, 2021, there was \$29.8 million of total unrecognized compensation cost related to outstanding restricted stock units granted under the company's plans. That cost is expected to be recognized over a weighted-average period of 2.6 years. The aggregate weighted-average grant-date fair value of restricted stock units vested during the three months ended March 31, 2021 and 2020 was \$14.0 million and \$11.8 million, respectively.

Common stock issued upon the lapse of restrictions on restricted stock units are newly issued shares. In light of its tax position, the company is currently not recognizing any tax benefits from the issuance of stock upon lapse of restrictions on restricted stock units.

Note 6 - Other (expense), net

Other (expense), net is comprised of the following:

	Three Months Ended March 31,	
	2021	2020
Postretirement expense*	\$ (167.7)	\$ (22.7)
Foreign exchange losses**	(2.9)	(15.6)
Environmental costs and other, net	(12.0)	(9.8)
Total other expense, net	\$ (182.6)	\$ (48.1)

*Includes \$158.0 million settlement loss in 2021 related to the U.S. defined benefit pension plans.

**Includes \$2.3 million and \$19.0 million for foreign currency losses in 2021 and 2020, respectively, related to substantial completion of liquidation of foreign subsidiaries.

Note 7 - Income Taxes

Accounting rules governing income taxes require that deferred tax assets and liabilities be recognized using enacted tax rates for the effect of temporary differences between the book and tax bases of recorded assets and liabilities. These rules also require that deferred tax assets be reduced by a valuation allowance if it is more likely than not that some portion or the entire deferred tax asset will not be realized.

The company evaluates the realizability of its deferred tax assets by assessing its valuation allowance and by adjusting the amount of such allowance, if necessary. The factors used to assess the likelihood of realization are the company's historical profitability, forecast of future taxable income and available tax-planning strategies that could be implemented to realize the net deferred tax assets. The company uses tax-planning strategies to realize or renew net deferred tax assets to avoid the potential loss of future tax benefits.

A full valuation allowance is currently maintained for all U.S. and certain foreign deferred tax assets in excess of deferred tax liabilities. The company will record a tax provision or benefit for those international subsidiaries that do not have a full

valuation allowance against their net deferred tax assets. Any profit or loss recorded for the company's U.S. operations will have no provision or benefit associated with it due to such valuation allowance, except with respect to withholding taxes not creditable against future taxable income. As a result, the company's provision or benefit for taxes may vary significantly depending on the geographic distribution of income.

A corporation's ability to deduct its federal NOL carryforwards and utilize certain other available tax attributes can be substantially constrained under the general annual limitation rules of Section 382 of the Code (Section 382) if it undergoes an "ownership change" as defined in Section 382 (generally where cumulative stock ownership changes among material shareholders exceed 50 percent during a rolling three-year period). Similar rules may apply under state tax laws. A future tax "ownership change" pursuant to Section 382, may severely limit or effectively eliminate the company's ability to utilize its NOL carryforwards and other tax attributes.

Note 8 - Earnings Per Share

The following table shows how earnings (loss) per share attributable to Unisys Corporation was computed (shares in thousands):

	Three Months Ended March 31,	
	2021	2020
Basic earnings (loss) per common share computation:		
Net loss from continuing operations attributable to Unisys Corporation	\$ (157.8)	\$ (53.2)
Income from discontinued operations, net of tax	—	1,068.5
Net income (loss) attributable to Unisys Corporation	<u>\$ (157.8)</u>	<u>\$ 1,015.3</u>
Weighted average shares	<u>64,423</u>	<u>62,650</u>
Basic earnings (loss) per share attributable to Unisys Corporation		
Continuing operations	\$ (2.45)	\$ (0.85)
Discontinued operations	—	17.06
Total	<u>\$ (2.45)</u>	<u>\$ 16.21</u>
Diluted earnings (loss) per common share computation:		
Net loss from continuing operations attributable to Unisys Corporation	\$ (157.8)	\$ (53.2)
Add interest expense on convertible senior notes, net of tax of zero	—	—
Net loss from continuing operations attributable to Unisys Corporation for diluted earnings per share	(157.8)	(53.2)
Income from discontinued operations, net of tax	—	1,068.5
Net income (loss) attributable to Unisys Corporation for diluted earnings per share	<u>\$ (157.8)</u>	<u>\$ 1,015.3</u>
Weighted average shares	64,423	62,650
Plus incremental shares from assumed conversions:		
Employee stock plans	—	—
Convertible senior notes	—	—
Adjusted weighted average shares	<u>64,423</u>	<u>62,650</u>
Diluted earnings (loss) per share attributable to Unisys Corporation		
Continuing operations	\$ (2.45)	\$ (0.85)
Discontinued operations	—	17.06
Total	<u>\$ (2.45)</u>	<u>\$ 16.21</u>
Anti-dilutive weighted-average stock options and restricted stock units ⁽ⁱ⁾	1,067	875
Anti-dilutive weighted-average common shares issuable upon conversion of the 5.50% convertible senior notes ⁽ⁱ⁾	2,227	8,625

⁽ⁱ⁾Amounts represent shares excluded from the computation of diluted earnings per share, as their effect, if included, would have been anti-dilutive for the periods presented.

Note 9 - Contract Assets and Deferred Revenue

Contract assets represent rights to consideration in exchange for goods or services transferred to a customer when that right is conditional on something other than the passage of time. Deferred revenue represents contract liabilities.

Net contract assets (liabilities) are as follows:

	March 31, 2021	December 31, 2020
Contract assets - current	\$ 45.1	\$ 44.3
Contract assets - long-term ⁽ⁱ⁾	18.8	20.7
Deferred revenue - current	(248.0)	(257.1)
Deferred revenue - long-term	(138.3)	(137.9)

⁽ⁱ⁾Reported in other long-term assets on the company's consolidated balance sheets

Significant changes in the above contract asset and liability balances were as follows:

	Three Months Ended March 31,	
	2021	2020
Revenue recognized that was included in deferred revenue at the beginning of the period	\$ 99.1	\$ 81.0

Note 10 - Capitalized Contract Costs

The company's incremental direct costs of obtaining a contract consist of sales commissions which are deferred and amortized ratably over the initial contract life. These costs are classified as current or noncurrent based on the timing of when the company expects to recognize the expense. The current and noncurrent portions of deferred commissions are included in prepaid expenses and other current assets and in other long-term assets, respectively, in the company's consolidated balance sheets. At March 31, 2021 and December 31, 2020, the company had \$7.9 million and \$8.7 million, respectively, of deferred commissions.

Amortization expense related to deferred commissions was as follows:

	Three Months Ended March 31,	
	2021	2020
Deferred commissions - amortization expense ⁽ⁱ⁾	\$ 0.8	\$ 0.7

⁽ⁱ⁾Reported in selling, general and administrative expense in the company's consolidated statements of income (loss)

Costs on outsourcing contracts are generally expensed as incurred. However, certain costs incurred upon initiation of an outsourcing contract (costs to fulfill a contract), principally initial customer setup, are capitalized and expensed over the initial contract life. These costs are included in outsourcing assets, net in the company's consolidated balance sheets. The amount of such costs at March 31, 2021 and December 31, 2020 was \$70.5 million and \$74.4 million, respectively. These costs are amortized over the initial contract life and reported in cost of revenue.

Amortization expense related to costs to fulfill a contract was as follows:

	Three Months Ended March 31,	
	2021	2020
Costs to fulfill a contract - amortization expense	\$ 5.9	\$ 6.4

The remaining balance of outsourcing assets, net is comprised of fixed assets and software used in connection with outsourcing contracts. These costs are capitalized and depreciated over the shorter of the initial contract life or in accordance with the company's fixed asset policy.

Note 11 - Financial Instruments and Fair Value Measurements

Due to its foreign operations, the company is exposed to the effects of foreign currency exchange rate fluctuations on the U.S. dollar, principally related to intercompany account balances. The company uses derivative financial instruments to reduce its exposure to market risks from changes in foreign currency exchange rates on such balances. The company enters into foreign exchange forward contracts, generally having maturities of three months or less, which have not been designated as hedging instruments. At March 31, 2021 and December 31, 2020, the notional amount of these contracts was \$500.9 million and \$588.5 million, respectively. The fair value of these forward contracts is based on quoted prices for similar but not identical financial instruments; as such, the inputs are considered Level 2 inputs.

The following table summarizes the fair value of the company's foreign exchange forward contracts.

	March 31, 2021	December 31, 2020
Balance Sheet Location		
Prepaid expenses and other current assets	\$ 0.4	\$ 1.4
Other accrued liabilities	2.8	1.0
Total fair value	\$ (2.4)	\$ 0.4

The following table summarizes the location and amount of gains and losses recognized on foreign exchange forward contracts.

	Three Months Ended March 31,	
	2021	2020
Statement of Income Location		
Other (expense), net	\$ (8.8)	\$ (28.5)

Financial assets with carrying values approximating fair value include cash and cash equivalents and accounts receivable. Financial liabilities with carrying values approximating fair value include accounts payable and other liabilities. The carrying amounts of these financial assets and liabilities approximate fair value due to their short maturities. Such financial instruments are not included in the following table that provides information about the estimated fair values of other financial instruments that are not measured at fair value in the consolidated balance sheets as of March 31, 2021 and December 31, 2020.

	March 31, 2021		December 31, 2020	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Long-term debt:				
6.875% senior secured notes due November 1, 2027	\$ 477.2	\$ 531.9	\$ 476.9	\$ 532.3
5.50% convertible senior notes due March 1, 2021	—	—	83.6	169.8

Long-term debt is carried at amortized cost and its estimated fair value is based on market prices classified as Level 2 in the fair value hierarchy.

Note 12 - Goodwill

In January 2021, the company changed its organizational structure to more effectively address evolving client needs. With these changes, the company changed its reportable segments, operating segments and reporting units. The realignment and change in operating segments was deemed a triggering event, resulting in the company performing an interim goodwill analysis on the reporting units impacted by this segment change as of immediately before and immediately after the change. There were no impairment charges resulting from this analysis. See Note 17, Segment Information, for additional information on the company's operating and reportable segments.

As a result of the realignment, goodwill totaling \$108.6 million was reallocated to reporting units on a relative fair value basis. The amount of goodwill at March 31, 2021 and December 31, 2020 was as follows: ClearPath Forward, \$98.3 million and Other, \$10.3 million. At March 31, 2021, the amount of goodwill allocated to reporting units with negative net assets within Other was \$10.3 million.

Note 13 - Debt

Long-term debt is comprised of the following:

	March 31, 2021	December 31, 2020
6.875% senior secured notes due November 1, 2027 (Face value of \$485.0 million less unamortized issuance costs of \$7.8 and \$8.1 million at March 31, 2021 and at December 31, 2020)	\$ 477.2	\$ 476.9
5.50% convertible senior notes (Face value of \$84.2 million less unamortized discount and fees of \$0.6 million at December 31, 2020)	—	83.6
Finance leases	4.7	5.5
Other debt	59.2	63.9
Total	541.1	629.9
Less – current maturities	19.9	102.8
Total long-term debt	\$ 521.2	\$ 527.1

See Note 11 for the fair value of the notes.

Senior Secured Notes due 2027

On October 29, 2020, the company issued \$485.0 million aggregate principal amount of its 6.875% Senior Secured Notes due 2027 (the 2027 Notes). The 2027 Notes will pay interest semiannually on May 1 and November 1, commencing on May 1, 2021, and will mature on November 1, 2027, unless earlier repurchased or redeemed. The 2027 Notes are fully and unconditionally guaranteed on a senior secured basis by Unisys Holding Corporation, Unisys NPL, Inc., and Unisys AP Investment Company I, each a Delaware corporation that is directly or indirectly owned by the company (the subsidiary guarantors).

The 2027 Notes and the related guarantees rank equally in right of payment with all of the existing and future senior debt of the company and its subsidiary guarantors and senior in right of payment to any future subordinated debt of the company and its subsidiary guarantors. The 2027 Notes and the related guarantees are structurally subordinated to all existing and future liabilities (including preferred stock, trade payables and pension liabilities) of the subsidiaries of the company that are not subsidiary guarantors. The 2027 Notes and the guarantees will be secured by liens on substantially all assets of the company and the subsidiary guarantors, other than certain excluded assets (the collateral). The liens securing the 2027 Notes on certain ABL collateral will be subordinated to the liens on ABL collateral in favor of the ABL secured parties and, in the future, the liens securing the 2027 Notes may be subordinated to liens on the collateral securing certain permitted first lien debt, subject to certain limitations and permitted liens.

Prior to November 1, 2023 the company may, at its option, redeem some or all of the 2027 Notes at any time, at a price equal to 100% of the principal amount of the 2027 Notes redeemed plus a “make-whole” premium, plus accrued and unpaid interest, if any. The company may also redeem, at its option, up to 40% of the 2027 Notes at any time prior to November 1, 2023, using the proceeds of certain equity offerings at a redemption price of 106.875% of the principal amount thereof, plus accrued and unpaid interest, if any. On or after November 1, 2023, the company may, on any one or more occasions, redeem all or a part of the 2027 Notes at specified redemption premiums, declining to par for any redemptions on or after November 1, 2025.

The indenture contains covenants that limit the ability of the company and its restricted subsidiaries to, among other things: (i) incur additional indebtedness and guarantee indebtedness; (ii) pay dividends or make other distributions or repurchase or redeem its capital stock; (iii) prepay, redeem or repurchase certain debt; (iv) make certain prepayments in respect of pension obligations; (v) issue certain preferred stock or similar equity securities; (vi) make loans and investments (including investments by the company and subsidiary guarantors in subsidiaries that are not guarantors); (vii) sell assets; (viii) create or incur liens; (ix) enter into transactions with affiliates; (x) enter into agreements restricting its subsidiaries’ ability to pay dividends; and (xi) consolidate, merge or sell all or substantially all of its assets. These covenants are subject to several important limitations and exceptions.

If the company experiences certain kinds of changes of control (as defined in the indenture), it will be required to offer to repurchase the 2027 Notes at 101% of the principal amount of the 2027 Notes, plus accrued and unpaid interest as of the repurchase date, if any. In addition, if the company sells assets, under certain circumstances it must apply the proceeds towards an offer to repurchase the 2027 Notes at a price equal to par plus accrued and unpaid interest, if any.

The indenture also provides for events of default, which, if any of them occur, would permit or require the principal, premium, if any, interest and any other monetary obligations on all the then outstanding 2027 Notes to be due and payable immediately.

Interest expense related to the 2027 Notes is comprised of the following:

	Three Months Ended March 31, 2021	
Contractual interest coupon	\$	8.3
Amortization of issuance costs		0.3
Total	\$	8.6

Senior Secured Notes Due 2022

On April 15, 2020, the company redeemed all \$440.0 million in aggregate principal amount of its outstanding 10.75% Senior Secured Notes due 2022 (the 2022 Notes) for a redemption price equal to 105.375% of the aggregate principal amount of the 2022 Notes redeemed plus accrued but unpaid interest to, but not including, the redemption date. The redemption price paid was \$487.3 million and is made up of the following: \$440.0 million of principal amount due, \$23.65 million of call premium and \$23.65 million of accrued interest through April 14, 2020. In the second quarter of 2020, the company recorded a loss on debt extinguishment in other (expense), net of \$28.5 million consisting of the premium of \$23.65 million and write off of \$4.8 million of unamortized discount and fees related to the issuance of the 2022 Notes.

Interest expense related to the 2022 Notes was as follows:

	Three Months Ended March 31, 2020	
Contractual interest coupon	\$	11.8
Amortization of issuance costs		0.6
Total	\$	12.4

Convertible Senior Notes Due 2021

In 2016, the company issued \$213.5 million aggregate principal amount of Convertible Senior Notes due 2021 (the 2021 Notes). Following the completion of separate, privately negotiated exchange agreements in 2019, \$84.2 million aggregate principal amount of 2021 Notes remained outstanding.

On March 3, 2021, the company completed the conversion of \$84.2 million aggregate principal amount of the 2021 Notes that remained outstanding for a combination of cash and shares of the company's common stock. As a result of the conversion of the outstanding 2021 Notes, the company delivered to the holders (i) aggregate cash payments totaling approximately \$86.5 million, which included an aggregate cash payment for outstanding principal of approximately \$84.2 million, an aggregate cash payment for accrued interest of approximately \$2.3 million and a nominal cash payment in lieu of fractional shares, and (ii) the issuance of 4,537,123 shares of the company's common stock. The issuance of the common stock was made in exchange for the 2021 Notes pursuant to an exemption from the registration requirements provided by Section 3(a)(9) of the Securities Act of 1933, as amended.

The company also received 1,251,460 shares of its common stock, now held in treasury stock, from the settlement of the capped call transactions that the company had entered into with the initial purchasers and/or affiliates of the initial purchasers of the 2021 Notes in connection with the issuance of the 2021 Notes. As a result, the net number of outstanding shares of the company's common stock following the conversion of the 2021 Notes increased by 3,285,663 shares.

Interest expense related to the 2021 Notes was as follows:

	Three Months Ended March 31,	
	2021	2020
Contractual interest coupon	\$ 0.8	\$ 1.2
Amortization of debt discount	0.5	0.8
Amortization of debt issuance costs	0.1	0.1
Total	\$ 1.4	\$ 2.1

Other Debt

In 2019, the company entered into a \$27.7 million Installment Payment Agreement (IPA) maturing on December 20, 2023 with a syndicate of financial institutions to finance the acquisition of certain software licenses necessary for the provision of services to a client. Interest accrues at an annual rate of 7.0% and the company is required to make monthly principal and interest payments on each agreement in arrears. At March 31, 2021, \$6.6 million was reported in current maturities of long-term debt.

In 2019, the company entered into a vendor agreement in the amount of \$19.3 million to finance the acquisition of certain software licenses used to provide services to our clients and for its own internal use. Interest accrues at an annual rate of 5.47% and the company is required to make annual principal and interest payments in advance with the last payment due on March 1, 2024. At March 31, 2021, \$3.8 million was reported in current maturities of long-term debt.

ABL Credit Facility

Contemporaneously with the issuance of the 2027 Notes, the company and the subsidiary guarantors entered into an amendment and restatement of the company's secured revolving credit facility (the Amended and Restated ABL Credit Facility) that provides for revolving loans and letters of credit up to an aggregate amount of \$145.0 million (with a limit on letters of credit of \$40.0 million), with an accordion feature provision allowing for an increase in credit facility up to \$175.0 million upon the satisfaction of certain conditions specified in the Amended and Restated ABL Credit Facility. The amendment and restatement extended the maturity from October 2022 to October 29, 2025 and modified certain other terms and covenants. Availability under the credit facility is subject to a borrowing base calculated by reference to the company's receivables. At March 31, 2021, the company had no borrowings and \$5.7 million of letters of credit outstanding, and availability under the facility was \$123.4 million net of letters of credit issued.

The Amended and Restated ABL Credit Facility is subject to a springing maturity, under which the Amended and Restated ABL Credit Facility will immediately mature 91 days prior to any date on which contributions to pension funds in the United States in an amount in excess of \$100.0 million are required to be paid unless the company is able to meet certain conditions, including that the company has the liquidity (as defined in the Amended and Restated ABL Credit Facility) to cash settle the amount of such pension payments, no default or event of default has occurred under the Amended and Restated ABL Credit Facility, the company's liquidity is above \$130.0 million and the company is in compliance with the then applicable fixed charge coverage ratio on a pro forma basis.

The Amended and Restated ABL Credit Facility is guaranteed by the subsidiary guarantors and any future material domestic subsidiaries. The facility is secured by the assets of the company and the subsidiary guarantors, other than certain excluded assets, under a security agreement entered into by the company and the subsidiary guarantors in favor of JPMorgan Chase Bank, N.A., as agent for the lenders under the credit facility.

The company is required to maintain a minimum fixed charge coverage ratio if the availability under the Amended and Restated ABL Credit Facility falls below the greater of 10% of the lenders' commitments under the facility and \$14.5 million.

The Amended and Restated ABL Credit Facility contains customary representations and warranties, including, but not limited to, that there has been no material adverse change in the company's business, properties, operations or financial condition. The Amended and Restated ABL Credit Facility includes restrictions on the ability of the company and its subsidiaries to, among other things, incur other debt or liens, dispose of assets and make acquisitions, loans and investments, repurchase its equity, and prepay other debt. These restrictions are subject to several important limitations and exceptions. Events of default include non-payment, failure to comply with covenants, materially incorrect representations and warranties, change of control and default under other debt aggregating at least \$50.0 million, subject to relevant cure periods, as applicable.

At March 31, 2021, the company has met all covenants and conditions under its various lending and funding agreements. For at least the next twelve months, the company expects to continue to meet these covenants and conditions.

Note 14 - Litigation and Contingencies

There are various lawsuits, claims, investigations and proceedings that have been brought or asserted against the company, which arise in the ordinary course of business, including actions with respect to commercial and government contracts, labor and employment, employee benefits, environmental matters, intellectual property and non-income tax matters. The company records a provision for these matters when it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated. Any provisions are reviewed at least quarterly and are adjusted to reflect the impact and status of settlements, rulings, advice of counsel and other information and events pertinent to a particular matter.

The company believes that it has valid defenses with respect to legal matters pending against it. Based on its experience, the company also believes that the damage amounts claimed in the lawsuits disclosed below are not a meaningful indicator of the company's potential liability. Litigation is inherently unpredictable, however, and it is possible that the company's results of operations or cash flow could be materially affected in any particular period by the resolution of one or more of the legal matters pending against it.

The company's Brazilian operations, along with those of many other companies doing business in Brazil, are involved in various litigation matters, including numerous governmental assessments related to indirect and other taxes, as well as disputes associated with former employees and contract labor. The tax-related matters pertain to value-added taxes, customs, duties, sales and other non-income-related tax exposures. The labor-related matters include claims related to compensation. The company believes that appropriate accruals have been established for such matters based on information currently available. At March 31, 2021, excluding those matters that have been assessed by management as being remote as to the likelihood of ultimately resulting in a loss, the amount related to unreserved tax-related matters, inclusive of any related interest, is estimated to be up to approximately \$66 million.

With respect to the specific legal proceedings and claims described above, except as otherwise noted, either (i) the amount or range of possible losses in excess of amounts accrued, if any, is not reasonably estimable or (ii) the company believes that the amount or range of possible losses in excess of amounts accrued that are estimable would not be material.

Litigation is inherently unpredictable and unfavorable resolutions could occur. Accordingly, it is possible that an adverse outcome from such matters could exceed the amounts accrued in an amount that could be material to the company's financial condition, results of operations and cash flows in any particular reporting period.

Notwithstanding that the ultimate results of the lawsuits, claims, investigations and proceedings that have been brought or asserted against the company are not currently determinable, the company believes that at March 31, 2021, it has adequate provisions for any such matters.

Note 15 - Accumulated Other Comprehensive Loss

Accumulated other comprehensive loss is as follows:

	Total	Translation Adjustments	Postretirement Plans
Balance at December 31, 2020	\$ (3,939.5)	\$ (826.6)	\$ (3,112.9)
Other comprehensive income (loss) before reclassifications	(13.0)	(15.6)	2.6
Amounts reclassified from accumulated other comprehensive income (loss)	197.3	(2.3)	199.6
Current period other comprehensive income (loss)	184.3	(17.9)	202.2
Balance at March 31, 2021	\$ (3,755.2)	\$ (844.5)	\$ (2,910.7)

Amounts reclassified out of accumulated other comprehensive loss are as follows:

	Three Months Ended March 31,	
	2021	2020
Translation adjustments:		
Adjustment for substantial completion of liquidation of foreign subsidiaries ⁽ⁱ⁾	\$ (2.3)	\$ (19.0)
Postretirement plans ⁽ⁱⁱ⁾ :		
Amortization of prior service cost	(1.5)	(1.5)
Amortization of actuarial losses	44.8	43.9
Settlement loss	158.0	—
Total before tax	199.0	23.4
Income tax benefit	(1.7)	(1.3)
Total reclassifications for the period	\$ 197.3	\$ 22.1

⁽ⁱ⁾ Reported in other (expense), net in the consolidated statements of income (loss).

⁽ⁱⁱ⁾ These items are included in net periodic postretirement cost (see Note 4).

Note 16 - Supplemental Cash Flow Information

	Three Months Ended March 31,	
	2021	2020
Cash paid during the period for:		
Income taxes, net of refunds	\$ 14.4	\$ 16.7
Interest	\$ 4.1	\$ 3.7

The following table provides a reconciliation of cash and cash equivalents and restricted cash reported within the consolidated balance sheets to the total of the amounts shown in the consolidated statements of cash flows.

	March 31, 2021	December 31, 2020
Cash and cash equivalents	\$ 716.6	\$ 898.5
Restricted cash	9.9	8.2
Total cash, cash equivalents and restricted cash shown in the consolidated statements of cash flows	\$ 726.5	\$ 906.7

Cash and cash equivalents subject to contractual restrictions and are therefore not readily available are classified as restricted cash.

Note 17 - Segment Information

In January 2021, the company changed its organizational structure to more effectively address evolving client needs. With these changes, the company changed its reportable segments, but this did not impact the consolidated financial statements as of December 31, 2020.

The company's reportable segments are as follows:

- Digital Workplace Services (DWS), which provides services and IP-led solutions that support clients' employees' productivity, satisfaction and ability to securely work anywhere, any time;
- Cloud & Infrastructure Services (C&I), which provides hybrid and multi-cloud solutions in select markets to accelerate innovation and increase efficiency of our clients' businesses; and
- ClearPath Forward® (CPF), which provides server systems and operating system software and services that are secure, innovative, and reliable for mission-critical processing.

The accounting policies of each segment are the same as those followed by the company as a whole. Intersegment sales and transfers are priced as if the sales or transfers were to third parties. Accordingly, the CPF segment records intersegment revenue and manufacturing profit on hardware and software shipments to customers under contracts of other segments. These segments, in turn, record customer revenue and marketing profits on such shipments of company hardware and software to customers. In the company's consolidated statements of income, the manufacturing costs of products sourced from the CPF segment and sold to other segments' customers are reported in cost of revenue for these other segments. Also included in the CPF segment's sales and gross profit are sales of hardware and software sold to other segments for internal use in their engagements. The amount of such profit included in gross profit of the CPF segment for the three months ended March 31, 2021 and 2020 was \$0.7 million and zero, respectively. The sales and profit on these transactions are eliminated in Corporate.

The company evaluates segment performance based on gross profit exclusive of the service cost component of postretirement income or expense, restructuring charges, amortization of purchased intangibles and unusual and nonrecurring items, which are included in Corporate. During the first quarter of 2021, the company also changed its internal measurement of segment profitability. Prior period amounts have therefore been reclassified to be comparable to the current period's presentation.

A summary of the company's operations by segment is presented below:

	Total Segments	DWS	C&I	CPF
Three Months Ended March 31, 2021				
Customer revenue	\$ 432.0	\$ 141.1	\$ 123.3	\$ 167.6
Intersegment	1.0	—	—	1.0
Total revenue	\$ 433.0	\$ 141.1	\$ 123.3	\$ 168.6
Gross profit	\$ 133.6	\$ 18.5	\$ 12.0	\$ 103.1
Three Months Ended March 31, 2020				
Customer revenue	\$ 435.9	\$ 160.2	\$ 104.0	\$ 171.7
Intersegment	0.1	—	—	0.1
Total revenue	\$ 436.0	\$ 160.2	\$ 104.0	\$ 171.8
Gross profit	\$ 104.5	\$ 7.2	\$ (2.8)	\$ 100.1

Presented below is a reconciliation of total segment revenue to total consolidated revenue:

	Three Months Ended March 31,	
	2021	2020
Total segment revenue	\$ 433.0	\$ 436.0
Other revenue	77.8	79.5
Elimination of intercompany revenue	(1.0)	(0.1)
Total consolidated revenue	\$ 509.8	\$ 515.4

Other revenue and, in the table below, other gross profit, is comprised of an aggregation of a number of immaterial business activities that principally provide for the management of critical processes and functions for clients in select industries, helping them improve performance and reduce costs.

Presented below is a reconciliation of total segment gross profit to consolidated loss from continuing operations before income taxes:

	Three Months Ended March 31,	
	2021	2020
Total segment gross profit	\$ 133.6	\$ 104.5
Other gross profit	5.6	8.6
Total gross profit	139.2	113.1
Selling, general and administrative expense	(90.0)	(86.8)
Research and development expense	(5.6)	(6.2)
Interest expense	(10.1)	(13.9)
Other (expense), net	(182.6)	(48.1)
Total loss from continuing operations before income taxes	\$ (149.1)	\$ (41.9)

Geographic information about the company's revenue, which is principally based on location of the selling organization, is presented below:

	Three Months Ended March 31,	
	2021	2020
United States	\$ 234.5	\$ 215.6
United Kingdom	68.0	64.5
Other foreign	207.3	235.3
Total	\$ 509.8	\$ 515.4

Note 18 - Remaining Performance Obligations

Remaining performance obligations represent the transaction price of firm orders for which work has not been performed and excludes (1) contracts with an original expected length of one year or less and (2) contracts for which the company recognizes revenue at the amount to which it has the right to invoice for services performed. At March 31, 2021, the company had approximately \$0.8 billion of remaining performance obligations of which approximately 29% is estimated to be recognized as revenue by the end of 2021 and an additional 35% by the end of 2022.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

This discussion and analysis of the company’s financial condition and results of operations should be read in conjunction with the consolidated financial statements and the related notes included elsewhere in this quarterly report. In this discussion and analysis of the company’s financial condition and results of operations, the company has included information that may constitute “forward-looking” statements, as defined in the Private Securities Litigation Reform Act of 1995. Forward-looking statements provide current expectations of future events and include any statement that does not directly relate to any historical or current fact. Words such as “anticipates,” “believes,” “expects,” “intends,” “plans,” “projects” and similar expressions may identify such forward-looking statements. All forward-looking statements rely on assumptions and are subject to risks, uncertainties and other factors that could cause the company’s actual results to differ materially from expectations. Factors that could affect future results include, but are not limited to, those discussed under “Risk Factors” in Part II, Item 1A. Any forward-looking statement speaks only as of the date on which that statement is made. The company assumes no obligation to update any forward-looking statement to reflect events or circumstances that occur after the date on which the statement is made.

Overview

During the three months ended March 31, 2021, the company continued to remove gross defined benefit pension plan liabilities by either removing or announcing plans to remove approximately \$930 million. This is in addition to approximately \$276 million removed in the fourth quarter of 2020. When completed, the company would have removed approximately \$1.2 billion of gross pension liabilities.

In January of 2021, the company purchased a group annuity contract for \$279 million to transfer projected benefit obligations related to approximately 11,600 retirees of the company’s U.S. defined benefit pension plans. This action resulted in a first quarter 2021 settlement loss of \$158.0 million.

In the second quarter of 2021, the company expects the primary pension plan related to its Dutch subsidiary to transfer to a multi-client circle within a multi-employer fund. This will result in removing all of the plan’s projected benefit obligations, valued at approximately \$553 million, from the company’s balance sheet. This action is expected to result in a second quarter 2021 settlement loss of approximately \$186 million.

In the second quarter of 2021, the company’s Swiss subsidiary expects to complete the transfer of its defined benefit pension plan to a multi-employer collective foundation. This is expected to result in removing the projected benefit obligations related to retirees under the Swiss plan, valued at approximately \$100 million, from the company’s balance sheet. The transfer required a one-time additional contribution of approximately \$10 million to the Swiss plan during the first quarter of 2021. This action is expected to result in a second quarter 2021 settlement loss of approximately \$29 million.

The American Rescue Plan Act, which was signed into law on March 11, 2021, includes a provision for pension relief that extends the amortization period for required contributions from 7 to 15 years and provides for the stabilization of interest rates used to calculate future required contributions. As a result, based on year-end 2020 pension data and assumptions, current projections indicate that the company will not be required to make future cash contributions to its U.S. qualified defined benefit pension plans and the company has determined that it will not make the previously-contemplated voluntary \$200 million contribution to its U.S. pension plans in 2021.

Any future material deterioration in the value of the company’s U.S. qualified defined benefit pension plan assets, as well as changes in pension legislation, discount rate changes, asset return changes, or changes in economic or demographic trends, could require the company to make cash contributions to its U.S. defined benefit pension plans.

In 2021, the company expects to make cash contributions of approximately \$50.3 million primarily for the company’s international defined benefit pension plans. In 2020, the company made cash contributions of \$826.2 million to its worldwide defined benefit pension plans. For the three months ended March 31, 2021 and 2020, the company made cash contributions of \$20.2 million and \$325.6 million, respectively.

On March 3, 2021, the company completed the conversion of \$84.2 million aggregate principal amount of Convertible Senior Notes due 2021 (the 2021 Notes) that remained outstanding for a combination of cash and shares of the company’s common stock. As a result of the conversion of the outstanding 2021 Notes, the company delivered to the holders (i) cash payments totaling approximately \$86.5 million, which included an aggregate cash payment for outstanding principal of approximately \$84.2 million, an aggregate cash payment for accrued interest of approximately \$2.3 million and a nominal cash payment in lieu of fractional shares, and (ii) the issuance of 4,537,123 shares of the company’s common stock. The issuance of the common stock was made in exchange for the 2021 Notes pursuant to an exemption from the registration requirements provided by Section 3(a)(9) of the Securities Act of 1933, as amended.

The company also received 1,251,460 shares of its common stock, now held in treasury stock, from the settlement of the capped call transactions that the company had entered into with the initial purchasers and/or affiliates of the initial purchasers of the 2021 Notes in connection with the issuance of the 2021 Notes. As a result, the net number of outstanding shares of the company's common stock following the conversion of the 2021 Notes increased by 3,285,663 shares.

During the three months ended March 31, 2021, the company recognized cost-reduction charges and other costs of \$8.5 million. The charges (credits) related to work-force reductions were \$(1.6) million, principally related to severance costs, and were comprised of: (a) a charge of \$2.9 million and (b) a credit of \$(4.5) million for changes in estimates. In addition, the company recorded a credit of \$2.3 million for net foreign currency gains related to exiting foreign countries, a charge of \$2.4 million for asset impairments and \$5.4 million of other expenses.

During the three months ended March 31, 2020, the company recognized cost-reduction charges and other costs of \$27.5 million. The charges related to work-force reductions were \$8.5 million, principally related to severance costs, and were comprised of: (a) a charge of \$9.7 million and (b) a credit of \$(1.2) million for changes in estimates. In addition, the company recorded charges of \$19.0 million for net foreign currency losses related to exiting foreign countries.

The charges (credits) were recorded in the following statement of income classifications:

	Three Months Ended March 31,	
	2021	2020
Cost of revenue	\$ (1.7)	\$ 5.9
Selling, general and administrative	6.2	2.5
Research and development	1.7	0.1
Other (expenses), net	2.3	19.0
Total	\$ 8.5	\$ 27.5

Results of operations

Company results

Three months ended March 31, 2021 compared with the three months ended March 31, 2020

Revenue for the three months ended March 31, 2021 was \$509.8 million compared with \$515.4 million for the three months of 2020, a decrease of 1.1% from the prior year. Foreign currency fluctuations had a 2 percentage-point positive impact on revenue in the current period compared with the year-ago period.

U.S. revenue increased 8.8% in the current period compared with the year-ago period. International revenue decreased 8.2% in the current period compared with the prior-year period principally due to decreases in Latin America. Foreign currency had a 3 percentage-point positive impact on international revenue in the three months ended March 31, 2021 compared with the three months ended March 31, 2020.

Gross profit margin was 27.3% in the three months ended March 31, 2021 compared with 21.9% in the three months ended March 31, 2020. The increase was due in part by improvements in the company's DWS and C&I segments driven by improvements to efficiency and related cost-reduction initiatives.

Selling, general and administrative expense in the three months ended March 31, 2021 was \$90.0 million (17.7% of revenue) compared with \$86.8 million (16.8% of revenue) in the year-ago period.

Research and development (R&D) expense for the three months ended March 31, 2021 was \$5.6 million compared with \$6.2 million for the three months ended March 31, 2020.

For the three months ended March 31, 2021, the company reported an operating profit of \$43.6 million compared with an operating profit of \$20.1 million for prior year period. The increase was principally driven by improvements to efficiency and related cost-reduction initiatives.

Interest expense for the three months ended March 31, 2021 was \$10.1 million compared with \$13.9 million for the three months ended March 31, 2020. The decline from the prior-year period was principally due to the redemption of the company's Senior Secured Notes on April 14, 2020, offset in part by interest on the company's Senior Secured Notes due 2027 issued in October of 2020.

Other (expense), net was expense of \$182.6 million for the three months ended March 31, 2021 compared with expense of \$48.1 million for the three months ended March 31, 2020. Other (expense), net for the three months ended March 31, 2021 includes \$158.0 million of a U.S. pension settlement loss. See Note 6 for details of other (expense), net.

The loss from continuing operations before income taxes for the three months ended March 31, 2021 was \$149.1 million compared with a loss of \$41.9 million for the three months ended March 31, 2020. The decline was principally due to the U.S. pension settlement loss discussed above.

The provision for income taxes was \$8.4 million in the current period compared with \$10.8 million in the year-ago period.

The company evaluates quarterly the realizability of its deferred tax assets by assessing its valuation allowance and by adjusting the amount of such allowance, if necessary. The company records a tax provision or benefit for those international subsidiaries that do not have a full valuation allowance against their net deferred tax assets. Any profit or loss recorded for the company's U.S. operations will have no provision or benefit associated with it due to the company's valuation allowance, except with respect to withholding taxes not creditable against future taxable income. As a result, the company's provision or benefit for taxes may vary significantly quarter to quarter depending on the geographic distribution of income.

Net loss from continuing operations attributable to Unisys Corporation for the three months ended March 31, 2021 was \$157.8 million, or a loss of \$(2.45) per diluted share, compared with a loss of \$53.2 million, or a loss of \$0.85 per diluted share, for the three months ended March 31, 2020.

Segment results

In January 2021, the company changed its organizational structure to more effectively address evolving client needs. With these changes, the company changed its reportable segments, but this did not impact the consolidated financial statements as of December 31, 2020.

The company's reportable segments are as follows:

- Digital Workplace Services (DWS), which provides services and IP-led solutions that support clients' employees' productivity, satisfaction and ability to securely work anywhere, any time;
- Cloud & Infrastructure Solutions (C&I), which provides hybrid and multi-cloud solutions in select markets to accelerate innovation and increase efficiency of our clients' businesses; and
- ClearPath Forward[®] (CPF), which provides server systems and operating system software and services that are secure, innovative, and reliable for mission-critical processing.

The accounting policies of each segment are the same as those followed by the company as a whole. Intersegment sales and transfers are priced as if the sales or transfers were to third parties. Accordingly, the CPF segment records intersegment revenue and manufacturing profit on hardware and software shipments to customers under contracts of other segments. These segments, in turn, record customer revenue and marketing profits on such shipments of company hardware and software to customers. In the company's consolidated statements of income, the manufacturing costs of products sourced from the CPF segment and sold to other segments' customers are reported in cost of revenue for these other segments. Also included in the CPF segment's sales and gross profit are sales of hardware and software sold to other segments for internal use in their engagements. The amount of such profit included in gross profit of the CPF segment for the three months ended March 31, 2021 and 2020 was \$0.7 million and zero, respectively. The sales and profit on these transactions are eliminated in Corporate.

The company evaluates segment performance based on gross profit exclusive of the service cost component of postretirement income or expense, restructuring charges, amortization of purchased intangibles and unusual and nonrecurring items, which are included in Corporate. During the first quarter of 2021, the company also changed its internal measurement of segment profitability. Prior period amounts have therefore been reclassified to be comparable to the current period's presentation.

Three months ended March 31, 2021 compared with the three months ended March 31, 2020

A summary of the company's operations by segment is presented below:

	Total Segments	DWS	C&I	CPF
Three Months Ended March 31, 2021				
Customer revenue	\$ 432.0	\$ 141.1	\$ 123.3	\$ 167.6
Intersegment	1.0	—	—	1.0
Total revenue	\$ 433.0	\$ 141.1	\$ 123.3	\$ 168.6
Gross profit percent	30.9 %	13.1 %	9.7 %	61.2 %
Three Months Ended March 31, 2020				
Customer revenue	\$ 435.9	\$ 160.2	\$ 104.0	\$ 171.7
Intersegment	0.1	—	—	0.1
Total revenue	\$ 436.0	\$ 160.2	\$ 104.0	\$ 171.8
Gross profit percent	24.0 %	4.5 %	(2.7)%	58.3 %

Gross profit percent is as a percent of total revenue.

Revenue from DWS was \$141.1 million in the current quarter a decline of 11.9% compared with the prior-year quarter. The decline was due in part to reduced field services volumes. Foreign currency fluctuations had a 2 percentage-point positive impact on DWS revenue in the current period compared with the year-ago period. Gross profit percent was 13.1% in the current period compared with 4.5% in the year ago period. The increase in gross profit was due in part by improvements driven by efficiency and related cost-reduction initiatives.

C&I revenue was \$123.3 million for the three-month period ended March 31, 2021, an increase of 18.6% compared with the three-month period ended March 31, 2020. The increase was driven by continued momentum with public sector clients. Foreign currency fluctuations had a 3 percentage-point positive impact on C&I revenue in the current period compared with the year-ago period. Gross profit percent was 9.7% in the current period compared with (2.7)% in the year ago period. The increase in gross profit was due in part by improvements driven by efficiency and related cost-reduction initiatives.

CPF revenue was \$167.6 million for the three-month period ended March 31, 2021, a decline of 2.4% compared with the three-month period ended March 31, 2020. Foreign currency fluctuations had a 1 percentage-point negative impact on C&I revenue in the current period compared with the year-ago period. Gross profit percent was 61.2% in the current period compared with 58.3% in the year ago period.

Financial condition

The company's principal sources of liquidity are cash on hand, cash from operations and its revolving credit facility, discussed below. The company and certain international subsidiaries have access to uncommitted lines of credit from various banks. The company believes that it will have adequate sources of liquidity to meet its expected cash requirements for at least the next twelve months.

Cash and cash equivalents at March 31, 2021 were \$716.6 million compared to \$898.5 million at December 31, 2020.

As of March 31, 2021, \$284.4 million of cash and cash equivalents were held by the company's foreign subsidiaries and branches operating outside of the U.S. The company may not be able to readily transfer up to one-third of these funds out of the country in which they are located as a result of local restrictions, contractual or other legal arrangements or commercial considerations. Additionally, any transfers of these funds to the U.S. in the future may require the company to accrue or pay withholding or other taxes on a portion of the amount transferred.

During the three months ended March 31, 2021, cash used for operations was \$42.9 million compared to cash usage of \$377.9 million for the three months ended March 31, 2020. The decrease in cash usage was principally due to lower cash contributions to the company's U.S. qualified defined benefit pension plans in the current period.

Cash used for investing activities during the three months ended March 31, 2021 was \$33.9 million compared to cash provided of \$1,093.8 million during the three months ended March 31, 2020. On March 13, 2020, the company sold its U.S. Federal business and received net cash proceeds of \$1,164.7 million. Net purchases of investments were \$6.0 million for the three months ended March 31, 2021 compared with net purchases of \$41.7 million in the prior-year period. Proceeds from investments and purchases of investments represent derivative financial instruments used to reduce the company's currency

exposure to market risks from changes in foreign currency exchange rates. In the current period, the investment in marketable software was \$17.4 million compared with \$17.3 million in the year-ago period, capital additions of properties were \$5.1 million in 2021 compared with \$5.6 million in 2020 and capital additions of outsourcing assets were \$5.0 million in 2021 compared with \$4.8 million in 2020.

Cash used for financing activities during the three months ended March 31, 2021 was \$94.8 million compared to cash provided of \$50.8 million during the three months ended March 31, 2020. The increase in cash used was principally due to the redemption of all \$84.2 million of the company's Convertible Senior Notes due 2021 (the 2021 Notes). See below.

The American Rescue Plan Act, which was signed into law on March 11, 2021, includes a provision for pension relief that extends the amortization period for required contributions from 7 to 15 years and provides for the stabilization of interest rates used to calculate future required contributions. As a result, based on year-end 2020 pension data and assumptions, current projections indicate that the company will not be required to make future cash contributions to its U.S. qualified defined benefit pension plans and the company has determined that it will not make the previously-contemplated voluntary \$200 million contribution to its U.S. pension plans in 2021.

Any future material deterioration in the value of the company's U.S. qualified defined benefit pension plan assets, as well as changes in pension legislation, discount rate changes, asset return changes, or changes in economic or demographic trends, could require the company to make cash contributions to its U.S. defined benefit pension plans.

In 2021, the company expects to make cash contributions of approximately \$50.3 million primarily for the company's international defined benefit pension plans. In 2020, the company made cash contributions of \$826.2 million to its worldwide defined benefit pension plans. For the three months ended March 31, 2021 and 2020, the company made cash contributions of \$20.2 million and \$325.6 million, respectively.

At March 31, 2021, total debt was \$541.1 million compared to \$629.9 million at December 31, 2020. The reduction was principally due to the conversion of the company's 2021 Notes.

On March 3, 2021, the company completed the conversion of \$84.2 million aggregate principal amount of the 2021 Notes that remained outstanding for a combination of cash and shares of the company's common stock. As a result of the conversion of the outstanding 2021 Notes, the company delivered to the holders (i) aggregate cash payments totaling approximately \$86.5 million, which included an aggregate cash payment for outstanding principal of approximately \$84.2 million, an aggregate cash payment for accrued interest of approximately \$2.3 million and a nominal cash payment in lieu of fractional shares, and (ii) the issuance of 4,537,123 shares of the company's common stock. The issuance of the common stock was made in exchange for the 2021 Notes pursuant to an exemption from the registration requirements provided by Section 3(a)(9) of the Securities Act of 1933, as amended.

The company also received 1,251,460 shares of its common stock, now held in treasury stock, from the settlement of the capped call transactions that the company had entered into with the initial purchasers and/or affiliates of the initial purchasers of the 2021 Notes in connection with the issuance of the 2021 Notes. As a result, the net number of outstanding shares of the company's common stock following the conversion of the 2021 Notes increased by 3,285,663 shares.

The company has a secured revolving credit facility (the Amended and Restated ABL Credit Facility) that expires on October 29, 2025 that provides for revolving loans and letters of credit up to an aggregate amount of \$145.0 million (with a limit on letters of credit of \$40.0 million), with an accordion feature provision allowing for an increase in credit facility up to \$175.0 million upon the satisfaction of certain conditions specified in the Amended and Restated ABL Credit Facility. Availability under the credit facility is subject to a borrowing base calculated by reference to the company's receivables. At March 31, 2021, the company had no borrowings and \$5.7 million of letters of credit outstanding, and availability under the facility was \$123.4 million net of letters of credit issued.

The Amended and Restated ABL Credit Facility is subject to a springing maturity, under which the Amended and Restated ABL Credit Facility will immediately mature 91 days prior to any date on which contributions to pension funds in the United States in an amount in excess of \$100.0 million are required to be paid unless the company is able to meet certain conditions, including that the company has the liquidity (as defined in the Amended and Restated ABL Credit Facility) to cash settle the amount of such pension payments, no default or event of default has occurred under the Amended and Restated ABL Credit Facility, the company's liquidity is above \$130.0 million and the company is in compliance with the then applicable fixed charge coverage ratio on a pro forma basis.

The Amended and Restated ABL Credit Facility is guaranteed by the subsidiary guarantors and any future material domestic subsidiaries. The facility is secured by the assets of the company and the subsidiary guarantors, other than certain excluded assets, under a security agreement entered into by the company and the subsidiary guarantors in favor of JPMorgan Chase Bank, N.A., as agent for the lenders under the credit facility.

The company is required to maintain a minimum fixed charge coverage ratio if the availability under the Amended and Restated ABL Credit Facility falls below the greater of 10% of the lenders' commitments under the facility and \$14.5 million.

The Amended and Restated ABL Credit Facility contains customary representations and warranties, including, but not limited to, that there has been no material adverse change in the company's business, properties, operations or financial condition. The Amended and Restated ABL Credit Facility includes restrictions on the ability of the company and its subsidiaries to, among other things, incur other debt or liens, dispose of assets and make acquisitions, loans and investments, repurchase its equity, and prepay other debt. These restrictions are subject to several important limitations and exceptions. Events of default include non-payment, failure to comply with covenants, materially incorrect representations and warranties, change of control and default under other debt aggregating at least \$50.0 million, subject to relevant cure periods, as applicable.

At March 31, 2021, the company has met all covenants and conditions under its various lending and funding agreements. For at least the next twelve months, the company expects to continue to meet these covenants and conditions.

The company maintains a shelf registration statement with the Securities and Exchange Commission that covers the offer and sale of debt or equity securities. Subject to the company's ongoing compliance with securities laws, the company may offer and sell debt and equity securities from time to time under the shelf registration statement. In addition, from time to time, the company may explore a variety of institutional debt and equity sources to fund its liquidity and capital needs.

The company may, from time to time, redeem, tender for, or repurchase its securities in the open market or in privately negotiated transactions depending upon availability, market conditions and other factors.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

There has been no material change in the company's assessment of its sensitivity to market risk since its disclosure in its 2020 Form 10-K.

Item 4. Controls and Procedures

The company's management, with the participation of the company's Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of the company's disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the Exchange Act)) as of the end of the period covered by this report. Based on this evaluation, the company's Chief Executive Officer and Chief Financial Officer concluded that, as of the end of such period, the company's disclosure controls and procedures are effective. Such evaluation did not identify any change in the company's internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the fiscal quarter to which this report relates that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting.

Part II - OTHER INFORMATION

Item 1. Legal Proceedings

Information with respect to litigation is set forth in Note 14 of the Notes to Consolidated Financial Statements, and such information is incorporated herein by reference.

Item 1A. Risk Factors

There have been no significant changes to the “Risk Factors” in Part I, Item 1A of the company’s 2020 Form 10-K except for the risk factor relating to defined benefit pension plans which has been changed as follows:

DEFINED BENEFIT PENSION PLANS

The company has significant underfunded pension obligations.

The company has significant unfunded obligations under its U.S. and non-U.S. defined benefit pension plans. In 2020, the company made cash contributions of \$826.2 million to its worldwide defined benefit pension plans, which were comprised of \$791.1 million for the company’s U.S. qualified defined benefit pension plans and \$35.1 million primarily for non-U.S. defined benefit pension plans. Based on current contribution agreements, legislation, global regulations, recent interest rates and expected returns, in 2021 the company estimates that it will make cash contributions of approximately \$50.3 million primarily for non-U.S. defined benefit pension plans. Estimates for future cash contributions are likely to change based on a number of factors including market conditions and changes in discount rates. If estimates for future contributions change materially, the company may need to obtain additional funding in order to make future contributions. In this event, there is no assurance that the company would be able to obtain such funding or that the company will have enough cash on hand to pay the required cash contributions.

Deterioration in the value of the company’s worldwide defined benefit pension plan assets, as well as discount rate changes, asset return changes, or changes in economic or demographic trends, could require the company to make cash contributions to its defined benefit pension plans in the future in an amount larger than currently anticipated. Increased cash contribution requirements or an acceleration in the due date of such cash contributions would further reduce the cash available for working capital, capital expenditures and other corporate uses and may worsen the adverse impact on the company’s operations, financial condition and liquidity.

CAUTIONARY STATEMENT PURSUANT TO THE U.S. PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995

Risks and uncertainties that could cause the company’s future results to differ materially from those expressed in “forward-looking” statements include:

COVID-19

- uncertainty of the magnitude, duration and spread of the novel coronavirus (COVID-19) pandemic and the impact of COVID-19 and governments’ responses to it on the global economy and our business, growth, reputation, projections, financial condition, operations, cash flows and liquidity;

Implementation of Business Strategy in Information Technology Marketplace

- our ability to attract, motivate and retain experienced personnel in key positions;
- our ability to grow revenue and expand margin in our Digital Workplace Services and Cloud and Infrastructure businesses;
- our ability to maintain our installed base and sell new solutions;
- the potential adverse effects of aggressive competition in the information services and technology marketplace;
- our ability to effectively anticipate and respond to volatility and rapid technological innovation in our industry;
- our ability to retain significant clients and attract new clients;
- our contracts may not be as profitable as expected or provide the expected level of revenues;
- our ability to develop or acquire the capabilities to enhance the company’s solutions;
- the potential adverse effects of the concentration of the company’s business in the global commercial sector of the information technology industry;

Defined Benefit Pension Plans

- we have significant underfunded pension obligations;

Tax Assets

- our ability to use our net operating loss carryforwards and certain other tax attributes may be limited;

General Business Risks

- the risks of doing business internationally when a significant portion of our revenue is derived from international operations;
- the business and financial risk in implementing future acquisitions or dispositions;
- cybersecurity breaches could result in significant costs and could harm our business and reputation;
- the performance and capabilities of third parties with whom we have commercial relationships;
- a failure to meet standards or expectations with respect to the company's environmental, social and governance practices;
- our ability to access financing markets;
- a reduction in our credit rating;
- the adverse effects of global economic conditions, acts of war, terrorism, natural disasters or the widespread outbreak of infectious diseases;
- the impact of Brexit could adversely affect the company's operations in the United Kingdom as well as the funded status of the company's U.K. pension plans;
- a significant disruption in our IT systems could adversely affect our business and reputation;
- we may face damage to our reputation or legal liability if our clients are not satisfied with our services or products;
- the potential for intellectual property infringement claims to be asserted against us or our clients; and
- the possibility that legal proceedings could affect our results of operations or cash flow or may adversely affect our business or reputation.

Other factors discussed in this report, although not listed here, also could materially affect our future results.

Item 6. Exhibits

See Exhibit Index

EXHIBIT INDEX

Exhibit Number	Description
3.1	Restated Certificate of Incorporation of Unisys Corporation (incorporated by reference to Exhibit 3.1 to the registrant's Current Report on Form 8-K filed on April 30, 2010)
3.2	Certificate of Amendment of the Restated Certificate of Incorporation of Unisys Corporation (incorporated by reference to Exhibit 3.1 to the registrant's Current Report on Form 8-K filed on April 28, 2011)
3.3	Certificate of Amendment of the Restated Certificate of Incorporation of Unisys Corporation (incorporated by reference to Exhibit 3.1 to the registrant's Current Report on Form 8-K filed on April 28, 2017)
3.4	Bylaws of Unisys Corporation, as amended through May 10, 2019 (incorporated by reference to Exhibit 3.1 to the registrant's Current Report on Form 8-K filed on May 15, 2019)
10.1	Form of TSR-Based Cash Award Agreement
10.2	Form of TSR-Based Restricted Stock Unit Agreement
10.3	Form of Performance Growth TSR-Based Restricted Stock Unit Agreement
10.4	Form of Performance Growth Time-Based Restricted Stock Unit Agreement
31.1	Certification of Peter A. Altabef required by Rule 13a-14(a) or Rule 15d-14(a)
31.2	Certification of Michael M. Thomson required by Rule 13a-14(a) or Rule 15d-14(a)
32.1	Certification of Peter A. Altabef required by Rule 13a-14(b) or Rule 15d-14(b) and Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350
32.2	Certification of Michael M. Thomson required by Rule 13a-14(b) or Rule 15d-14(b) and Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350
101	The following financial information from Unisys Corporation's Quarterly Report on Form 10-Q for the quarter ended March 31, 2021 formatted in iXBRL (Inline Extensible Business Reporting Language): (i) Consolidated Statements of Income, (ii) Consolidated Statements of Comprehensive Income, (iii) Consolidated Balance Sheets, (iv) Consolidated Statements of Cash Flows, (v) Consolidated Statements of Deficit, and (vi) Notes to Consolidated Financial Statements
104	Cover page Interactive Data File (the cover page XBRL tags are embedded within the iXBRL (Inline Extensible Business Reporting Language) document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

UNISYS CORPORATION

Date: May 6, 2021

By: /s/ Michael M. Thomson
Michael M. Thomson
Executive Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

UNISYS CORPORATION
2019 Long-Term Incentive and Equity Compensation Plan
TSR-Based Cash Award Agreement

In order for the Award provided hereunder to become effective, this Agreement must be accepted electronically by Grantee within thirty (30) days of receipt. In the event that this Agreement is not accepted electronically by Grantee within this time period, Grantee shall be deemed to have rejected the Award.

1. Subject to all provisions hereof and to all of the terms and conditions of the Unisys Corporation 2019 Long-Term Incentive and Equity Compensation Plan (the "Plan"), incorporated by this reference herein, Unisys Corporation, a Delaware corporation (the "Company"), hereby grants to the grantee named below ("Grantee") a TSR-based cash award (the "Award") in accordance with Section 10 of the Plan. Each Award represents an obligation of the Company to make a cash payment to Grantee on (i) the applicable vesting date or (ii) such earlier date as payment may be due under this agreement (together with Appendix A, Appendix B, and any applicable country-specific terms and provisions set forth in the addendum and the attachments to the addendum (collectively, the "Addendum"), the "Agreement"), for each Award that vests on such date, provided that the conditions precedent to such payment have been satisfied and provided that no termination of employment or service has occurred prior to the respective vesting date (unless otherwise provided in the Plan or this Agreement). Unless otherwise provided in the Addendum, the Award is payable in cash in USD into a brokerage account set up for Grantee in the United States.

Grantee: #ParticipantName#

Target Payment: #QuantityGranted#

Date of Grant: #GrantDate#

Vesting Schedule: The Vesting Schedule is set forth in Appendix A to this Agreement.

Capitalized terms used and not defined herein shall have the respective meanings assigned to such terms in the Plan. The terms of the Award are as follows:

2. Every notice relating to this Agreement shall be in writing and shall be effective when received or with date of posting if by registered mail with return receipt requested, postage prepaid. All notices to the Company shall be addressed to the Company as indicated in Section 26 of the Plan. Notices to Grantee shall be addressed and delivered as provided in Section 26 of the Plan. Either party, by notice to the other, may designate a different address to which notices shall be sent. Any notice by the Company to Grantee at his or her last designated address shall be effective to bind Grantee and any other person who acquires rights or a claim thereto under this Agreement.

3. Grantee's right to any payment under this Award may not be assigned, transferred (other than by will or the laws of descent and distribution), pledged or sold.

4. Except as otherwise provided under the terms of the Plan or this Agreement, including in paragraphs 5, 6 and 7 of this Agreement, all Awards granted under this Agreement that have not vested will be forfeited and all rights of Grantee with respect to such Awards will terminate without any payment by the Company upon termination of

employment or service by Grantee or by the Employer prior to the applicable vesting date for such Awards, as set forth in Appendix A (each, a "Vesting Date").

For purposes of this Award, termination of employment or service (for any reason whatsoever and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any) is deemed to occur effective as of the date that Grantee is no longer actively employed or providing services to the Employer and will not be extended by any notice period (e.g., Grantee's period of employment or service with the Employer or any other subsidiary would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any). The Company shall have the sole discretion to determine when Grantee is no longer actively employed or providing services to the Employer for purposes of the Award (including whether Grantee may still be considered to be providing such services while on a leave of absence).

5. [In the event of Grantee's termination of employment or service due to Grantee's death, any portion of the Award that is unvested and outstanding as of the date of Grantee's termination will immediately become fully vested in the Target Payment amount.]¹

6. In the event of Grantee's termination of employment or service by the Employer due to Disability (as defined in Appendix B to this Agreement), any portion of the Award that is unvested and outstanding as of the date of Grantee's termination will immediately become fully vested in the Target Payment amount. Notwithstanding any other provision of the Plan or this Agreement to the contrary, including Section 28(t) of the Plan, "Disability" shall be defined pursuant to Title 42 USC § 12102, as provided in Appendix B to this Agreement.

7. In the event of Grantee's termination of employment or service within two years following the date of a Change in Control either (i) involuntarily by the Employer other than for Cause, or (ii) by Grantee for Good Reason, any portion of the Award that is unvested and outstanding as of the date of Grantee's termination of employment or service will become vested in accordance with the rules under Section 15(b) of the Plan. This paragraph 7 will not be applicable to the Award if the Change in Control results from Grantee's beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of Stock or Voting Securities.

8. Each payment that may become due hereunder shall be made only in cash. Except as otherwise provided in paragraph 18, such payment will be made to Grantee as soon as practicable after the relevant Vesting Date or other vesting event under this Agreement but in any event within the period ending two and one-half months following the earlier of the end of the taxable year of the Company or the taxable year of Grantee which, in each case, includes the Vesting Date or other vesting event.

9. Any dispute or disagreement arising under or as a result of this Agreement, shall be determined by the Committee (or, as to the provisions contained in paragraph 10 hereof, by the Company), or its designee, in its sole discretion and any such determination and interpretation or other action taken by said Committee (or, as to the provisions contained in paragraph 10 hereof, by the Company), or its designee, pursuant to the provisions of the Plan shall be binding and conclusive for all purposes whatsoever.

¹ Bracketed language is deleted in agreements with executive officers hired prior to February 2015

10. The greatest assets of Unisys² are its employees, technology and customers. In recognition of the increased risk of unfairly losing any of these assets to its competitors, Unisys has adopted the following policy. By accepting this Award, Grantee agrees that:

10.1 Except as illegal or unenforceable under applicable law, during employment and for twelve months after leaving Unisys, Grantee will not: (a) directly or indirectly solicit or attempt to influence any employee of Unisys to terminate his or her employment with Unisys, except as directed by Unisys; (b) directly or indirectly solicit or divert to any competing business any customer or prospective customer to which Grantee was assigned at any time during the eighteen months prior to leaving Unisys; or (c) perform services for any Unisys customer or prospective customer, of the type Grantee provided while employed by Unisys for any Unisys customer or prospective customer for which Grantee worked at any time during the eighteen months prior to leaving Unisys.

10.2 Grantee previously signed the Unisys Employee Proprietary Information, Invention and Non-Competition Agreement in which he or she agreed not to disclose, transfer, retain or copy any confidential or proprietary information during or after the term of Grantee's employment, and Grantee acknowledges his or her continuing obligations under that agreement. Grantee shall be bound by the terms of the Employee Proprietary Information, Invention and Non-Competition Agreement and the restrictions set out in this paragraph 10 of this Agreement vis-à-vis the Company or the Employer, as applicable, and all restrictions and limitations set out in these agreements are in addition to and not in substitution of any other restrictive covenants (similar or otherwise) that Grantee might be bound by vis-à-vis the Company or the Employer, as applicable, by virtue of his or her contract of employment or other agreements executed between Grantee and the Company or the Employer, as applicable, which restrictive covenants shall remain in full force and continue to apply, notwithstanding any provisions to the contrary in this Agreement and/or the Employee Proprietary Information, Invention and Non-Competition Agreement. Grantee is hereby notified that, pursuant to Title 18 USC § 1833(b), he or she may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, Grantee is notified that he or she may disclose a trade secret to his or her attorney and use the trade secret information in a lawsuit alleging retaliation based on the reporting of a suspected violation of law, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

10.3 Grantee agrees that Unisys shall be entitled to preliminary and permanent injunctive relief, without the necessity of proving actual damages, in the event of a breach of any of the covenants contained in this paragraph 10.

10.4 Grantee agrees that Unisys may assign the right to enforce the non-solicitation and non-competition obligations of Grantee described in paragraph 10.1 to its successors and assigns without any further consent from Grantee.

10.5 The provisions contained in this paragraph 10 shall survive after Grantee's termination of employment or service and may not be modified or amended except by a writing executed by Grantee and the Chairman of the Board of the Company.

11. In accepting the Award, Grantee acknowledges, understands and agrees that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Board at any time, to the extent permitted by the Plan; (ii) the grant of the Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future awards, or benefits in lieu of awards

² For purposes of this paragraph 10, the term "Unisys" shall include the Company and all of its subsidiaries.

even if awards have been granted in the past; (iii) all decisions with respect to future awards, if any, will be at the sole discretion of the Committee or its designee; (iv) the grant of the Award and Grantee's participation in the Plan shall not create a right to employment with the Company or the Employer, and shall not interfere with the ability of the Employer to terminate Grantee's employment or service relationship (if any) at any time; (v) Grantee's participation in the Plan is voluntary; (vi) the Award and any payment made pursuant to the Award, and the income from and value of same, are an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company, the Employer or any other subsidiary, and is outside the scope of Grantee's employment or service contract, if any; (vii) the Award and any payment made pursuant to the Award, and the income from and value of

same, are not intended to replace any pension rights or compensation; (viii) the Award and any payment made pursuant to the Award, and the income from and value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, holiday pay, bonuses, long-service awards, pension, retirement or welfare benefits or similar mandatory payments; (ix) unless otherwise agreed with the Company, the Award and any payment made pursuant to the Award, and the income from and value of same, are not granted as consideration for, or in connection with, the service Grantee may provide as a director of any subsidiary; (x) no claim or entitlement to compensation shall arise from forfeiture of the Award resulting from Grantee's termination of employment or service (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any); (xi) the Award and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability involving the Company and unless otherwise provided in the Plan or by the Company in its sole discretion, the Award and the benefits evidenced by this Agreement do not create any entitlement to have the Award or any such benefits transferred to, or assumed by, another company or be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; (xii) if Grantee is employed or providing services outside the United States of America, neither the Company, the Employer nor any other subsidiary shall be liable for any foreign exchange rate fluctuation between Grantee's local currency and the United States Dollar that may affect the value of the Award or of any amounts due to Grantee pursuant to the Award; and (xiii) in the event the Company is required to prepare an accounting restatement, the Award and any cash paid to Grantee pursuant to the Award may be subject to forfeiture or recoupment, to the extent required from time to time by applicable law or by a policy adopted by the Company, but provided such forfeiture or recoupment is permitted under applicable law.

12. Grantee acknowledges that neither the Company nor the Employer (or any other subsidiary) is providing any tax, legal or financial advice, nor is the Company or the Employer (or any other subsidiary) making any recommendations regarding Grantee's participation in the Plan. Grantee should consult with his or her own personal tax, legal and financial advisors regarding Grantee's participation in the Plan before taking any action related to the Plan.

13. Regardless of any action the Company or the Employer takes with respect to any or all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Grantee's participation in the Plan and legally applicable to him or her ("Tax-Related Items"), Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains Grantee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. Grantee further acknowledges that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting or payment of the Award; and (b) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Award to reduce or eliminate Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if Grantee is subject to tax in more than one jurisdiction, Grantee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, Grantee will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Grantee authorizes the Company and/or the Employer, or their respective agents, at their sole discretion, to satisfy their withholding obligations with regard to all Tax-Related Items by means of one or a combination of the following: (1) withholding from the cash payment due to Grantee upon vesting of the Award, or (2) withholding from Grantee's wages or other cash compensation paid to Grantee by the Company and/or the Employer.

The Company may withhold or account for Tax-Related Items by considering any applicable withholding rates, including maximum applicable rates. If Tax-Related Items are withheld in excess of Grantee's actual tax liability, Grantee may receive a refund of any over-withheld amount in cash. If Grantee does not receive a refund of any over-withheld amount from the Company or the Employer, Grantee may seek a refund from the local tax authorities.

Finally, within ninety (90) days of any tax liability arising, Grantee shall pay to the Company and/or the Employer any amount of Tax-Related Items that the Company and/or the Employer may be required to withhold or account for as a result of Grantee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to make a payment pursuant to the Award if Grantee fails to comply with his or her obligations in connection with the Tax-Related Items.

14. ***Grantee is hereby notified of the collection, use and transfer, in electronic or other form, of Grantee's personal data (and that of persons closely associated with Grantee) as described in this Agreement, any other Award grant materials and the Company's [EU Data Protection Notice for Employees](#). Such personal data may be collected, used and transferred by and among, as applicable, the Company, the Employer, any other subsidiary and any third parties assisting (presently or in the future) with the implementation, administration and management of the Plan, such as Fidelity Stock Plan Services, LLC ("Fidelity") or its successor for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. The Company primarily relies on contractual grounds as the basis for the processing and transfer of the data, and additionally may need to rely on other legal grounds namely (i) the performance of this Agreement between the Company and the Grantee, and /or, (ii) legitimate interest to implement, administer and manage the Plan. Where required under applicable law, personal data also may be disclosed to certain securities or other regulatory authorities where the Company's shares are listed or traded or regulatory filings are made, or to certain tax authorities for compliance with the Company's, the Employer's and/or the Grantee's tax obligations. Grantee understands that the collection, use and transfer of his or her personal data (or that of persons closely associated with Grantee) is mandatory for compliance with applicable law and necessary for the performance of the Plan and that Grantee's refusal to provide such personal data would make it impossible for the Company to perform its contractual obligations and may affect Grantee's ability to participate in the Plan.***

15. If one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provision shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Agreement to be construed so as to foster the intent of this Agreement and the Plan.

16. Grantee acknowledges that he or she is proficient in the English language, or has consulted with an advisor who is sufficiently proficient in the English language so as to enable Grantee to understand the provisions of this Agreement and the Plan. If Grantee has received this Agreement or any other document related to the Award and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

17. Subject to paragraph 2 above, the Company may, in its sole discretion, decide to deliver or receive any documents related to Grantee's current and future participation in the Plan by electronic means. Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

18. This Agreement is intended to comply with the short-term deferral rule set forth in regulations under Section 409A of the Code to avoid application of Section 409A of the Code to the Award; however, to the extent it is subsequently determined that the Award is deemed to be nonqualified deferred compensation subject to Section 409A of the Code, the Agreement is intended to comply in form and operation with Section 409A of the Code, and any ambiguities herein will be interpreted to so comply. Notwithstanding anything to the contrary in this Agreement, if the Committee determines in its sole discretion that the Award constitutes nonqualified deferred compensation under Section 409A of the Code, then (i) if Grantee is a "specified employee" within the meaning of Section 409A of the Code, Grantee's entitlement to settlement of the Award pursuant to paragraphs 6 and 7 shall be as provided in such paragraphs, but the payment of the Award shall be made on the first business day of the seventh month following Grantee's termination of employment or service, (ii) for purposes of paragraphs 6 and 7, termination of employment or service shall be limited to those circumstances that constitute a "separation from service" within the meaning of Section 409A of the Code, and (iii) except as provided in subparagraph 18(i) hereof, payment of the Award will occur within sixty (60) days following the applicable Vesting Date or other settlement event under this Agreement[, except as otherwise permitted under Section 409A of the Code in the case of Grantee's death]³. The Committee reserves the right, to the extent the Committee deems necessary or advisable in its sole discretion, to unilaterally amend or modify this Agreement as may be necessary to ensure that the Award is exempt from, or complies with, Section 409A of the Code, provided, however, that the Company makes no representation that this Agreement will be exempt from, or comply with, Section 409A of the Code and shall have no liability to Grantee or any other party if a payment under this Agreement that is intended to be exempt from, or compliant with, Section 409A of the Code is not so exempt or compliant or for any action taken by the Company with respect thereto.

19. The Award shall be subject to any special terms and provisions as set forth in the Addendum for Grantee's country, if any. Moreover, if Grantee relocates to another country during the life of the Award, the special terms and conditions for such country will apply to Grantee to the extent the Company determines in its sole discretion that the application of such terms and conditions is necessary or advisable for legal or administrative reasons.

20. This Agreement shall be governed by and construed under and in accordance with the laws of the Commonwealth of Pennsylvania in the United States of America, without giving effect to the conflict of laws provisions thereof, as provided in the Plan.

For purposes of any dispute, action or other proceeding that arises under or relates to this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the Commonwealth of Pennsylvania in the United States of America, and agree that such litigation shall be conducted only in the courts of Montgomery County in the Commonwealth of Pennsylvania in the United States of America, or the federal courts of the United States of America for the Eastern District of Pennsylvania, where this Award is made and/or to be performed, and no other courts.

The Company reserves the right to impose other requirements on Grantee's participation in the Plan, on the Award and/or on any payment made pursuant to the Award, to the extent the Company determines in its sole discretion that it is necessary or advisable (including, but not limited to, legal or administrative reasons), and to require Grantee to sign and/or accept electronically, at the sole discretion of the Company, any additional

³ Bracketed language is deleted in agreements with executive officers hired prior to February 2015

agreements or undertakings that may be necessary to accomplish the foregoing as determined by the Company in its sole discretion.

21. Grantee acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by Grantee or any other grantee.

22. Grantee acknowledges that, depending on Grantee's country, Grantee may be subject to certain foreign asset and/or account reporting requirements which may affect his or her ability to acquire or hold a payment received under the Plan in a brokerage or bank account outside Grantee's country. Grantee may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. Grantee also may be required to repatriate any cash amounts received as a result of participating in the Plan to his or her country within a certain time after receipt. Grantee acknowledges that it is his or her responsibility to be compliant with such regulations, and Grantee should speak to his or her personal advisor on this matter.

23. To the extent applicable, all references to Grantee shall include Grantee's beneficiary in the case of Grantee's death during or after Grantee's termination of employment or service.

UNISYS CORPORATION

Peter A. Altabef
Chair and Chief Executive Officer

ONLINE ACCEPTANCE ACKNOWLEDGMENT:

I hereby **accept** my TSR-Based Cash Award ("Award") granted to me in accordance with and subject to the terms of this agreement (together with Appendix A, Appendix B and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (collectively, the "Addendum"), the "Agreement") and the terms and restrictions of the Unisys Corporation 2019 Long-Term Incentive and Equity Compensation Plan. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2019 Long-Term Incentive and Equity Compensation Plan, and that I agree to be bound thereby and by the actions of the Compensation Committee and of the Board of Directors of Unisys Corporation with respect thereto. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am accepting my Award electronically and that such acceptance has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had accepted the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this acceptance is made knowingly.

OR

ONLINE REJECTION ACKNOWLEDGMENT:

I hereby **reject** my TSR-Based Cash Award ("Award") granted to me in accordance with and subject to the terms of this agreement (together with Appendix A, Appendix B and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (collectively, the "Addendum"), the "Agreement") and the terms and restrictions of the Unisys Corporation 2019 Long-Term Incentive and Equity Compensation Plan. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2019 Long-Term Incentive and Equity Compensation Plan. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am rejecting my Award electronically and that such rejection has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had rejected the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this rejection is made knowingly. I further acknowledge that by rejecting the Award, I will not be entitled to any payment or benefit in lieu of the Award.

UNISYS CORPORATION

**2019 Long-Term Incentive and Equity Compensation Plan
TSR-Based Cash Award Agreement**

Certain capitalized terms used but not defined in this Appendix A have the meanings set forth in the Plan and/or Grantee's relevant Cash Award Agreement (together with Appendix A and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (the "Addendum"), the "Agreement").

All of the Cash Awards granted under the Agreement are TSR-Based Cash.

[YEAR 1] (TSR-Based Cash) Metric and Performance Determination

- The TSR-Based Cash vesting metric will be Relative Total Shareholder Return (rTSR) compared to the Russell 2000 Index inclusive of dividends and stock splits ("Russell 2000") using a 30-trading day closing average to determine beginning and ending stock prices for each vesting tranche.
- The rTSR will be measured from a percentile positioning perspective among the constituent companies of the Russell 2000 Index using the following payout schedule. The list of companies included are based on those in the Russell 2000 Index at the start of the performance period. Any companies that are either bankrupt or experience a merger/acquisition event during the performance period will be removed when determining final ranking results, unless such company is the surviving entity in a merger/acquisition and such company was a constituent of the index at the start of the performance period.

Relative TSR Positioning	Ranking	Achievement
Threshold	25 th Percentile	50% of Target
Target	55 th Percentile	100% of Target
Maximum	80 th Percentile	200% of Target

- There will be no payout if below Threshold for the respective vesting tranche.
- Greater than 80th percentile will be capped at 200% of target.
- Results between Threshold-Target and Target-Maximum will be interpolated.
- The payout percentage is capped at 100% of Target if Unisys's absolute TSR is negative over any of the vesting tranches tied to respective performance periods.

[YEAR 1] TSR-Based Cash Vesting Schedule

Performance Basis	Award	Vesting and Settlement Dates¹
[YEAR 1]	1/3 of the target number of units	Earned based on [YEAR 1] rTSR with vesting on the first anniversary of grant
[YEAR 1] – [YEAR 2]	1/3 of the target number of units	Earned based on [YEAR 1] – [YEAR 2] rTSR with vesting on the second anniversary of grant
[YEAR 1] – [YEAR 3]	1/3 of the target number of units	Earned based on [YEAR 1] – [YEAR 3] rTSR with vesting on the third anniversary of grant

¹Vesting based on rTSR on the anniversary of grant or the date the Committee has certified achievement of goals, if later.

UNISYS CORPORATION

2019 Long-Term Incentive and Equity Compensation Plan

TSR-Based Cash Award Agreement

Title 42 USC § 12102 – Definition of Disability:

(1) **DISABILITY.** The term “disability” means, with respect to an individual—

- (A) a physical or mental impairment that substantially limits one or more major life activities of such individual;
- (B) a record of such an impairment; or
- (C) being regarded as having such an impairment (as described in paragraph (3)).

(2) **MAJOR LIFE ACTIVITIES**

(A) In general

For purposes of paragraph (1), major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

(B) Major bodily functions

For purposes of paragraph (1), a major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

(3) **REGARDED AS HAVING SUCH AN IMPAIRMENT:** For purposes of paragraph (1)(C):

(A) An individual meets the requirement of “being regarded as having such an impairment” if the individual establishes that he or she has been subjected to an action prohibited under this chapter because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.

(B) Paragraph (1)(C) shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of six (6) months or less.

UNISYS CORPORATION
2019 Long-Term Incentive and Equity Compensation Plan
TSR-Based Restricted Stock Unit Agreement

In order for the Award provided hereunder to become effective, this Agreement must be accepted electronically by Grantee within thirty (30) days of receipt. In the event that this Agreement is not accepted electronically by Grantee within this time period, Grantee shall be deemed to have rejected the Award.

1. Subject to all provisions hereof and to all of the terms and conditions of the Unisys Corporation 2019 Long-Term Incentive and Equity Compensation Plan (the "Plan"), incorporated by this reference herein, Unisys Corporation, a Delaware corporation (the "Company"), hereby grants to the grantee named below ("Grantee") an award (the "Award") of restricted stock units in accordance with Section 8 of the Plan. Each restricted stock unit (hereinafter referred to as a "Restricted Stock Unit" or "Unit") represents an obligation of the Company to pay to Grantee up to a maximum of two shares of the Common Stock, par value \$0.01 per share, of the Company (the "Stock") on (i) the applicable vesting date or (ii) such earlier date as payment may be due under this agreement (together with Appendix A, Appendix B and any applicable country-specific terms and provisions set forth in the addendum and the attachments to the addendum (collectively, the "Addendum"), the "Agreement"), for each Unit that vests on such date, provided that the conditions precedent to such payment have been satisfied and provided that no termination of employment or service has occurred prior to the respective vesting date (unless otherwise provided in the Plan or this Agreement).

Grantee: #ParticipantName#

Total Number of Stock
Units Awarded ("Target Number of Units"):¹ #QuantityGranted#

Date of Grant: #GrantDate#

Vesting Schedule: The Vesting Schedule is set forth in Appendix A to this Agreement.

Capitalized terms used and not defined herein shall have the respective meanings assigned to such terms in the Plan.

The terms of the Award are as follows:

2. Every notice relating to this Agreement shall be in writing and shall be effective when received or with date of posting if by registered mail with return receipt requested, postage prepaid. All notices to the Company shall be addressed to the Company as indicated in Section 26 of the Plan. Notices to Grantee shall be addressed and delivered as provided in Section 26 of the Plan. Either party, by notice to the other, may designate a different address to which notices shall be sent. Any notice by the Company to Grantee at his or her last designated address shall be effective to bind Grantee and any other person who acquires rights or a claim thereto under this Agreement.

¹ All the Restricted Stock Units subject to this Agreement are Performance-Based Units

3. Grantee's right to any payment under this Award may not be assigned, transferred (other than by will or the laws of descent and distribution), pledged or sold.

4. Except as otherwise provided under the terms of the Plan or this Agreement, including in paragraphs 5, 6 and 7 of this Agreement, all Restricted Stock Units awarded under this Agreement that have not vested will be forfeited and all rights of Grantee with respect to such Units will terminate without any payment by the Company upon termination of employment or service by Grantee or by the Employer prior to the applicable vesting date for such Units, as set forth in Appendix A (each, a "Vesting Date").

For purposes of this Award, termination of employment or service (for any reason whatsoever and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any) is deemed to occur effective as of the date that Grantee is no longer actively employed or providing services to the Employer and will not be extended by any notice period (e.g., Grantee's period of employment or service with the Employer or any other subsidiary would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any). The Company shall have the sole discretion to determine when Grantee is no longer actively employed or providing services to the Employer for purposes of the Award (including whether Grantee may still be considered to be providing such services while on a leave of absence).

5. [In the event of Grantee's termination of employment or service due to Grantee's death, any portion of the Award that is unvested and outstanding as of the date of Grantee's termination will immediately become fully vested in the Target Number of Units.]²

6. In the event of Grantee's termination of employment or service by the Employer due to Disability (as defined in Appendix B to this Agreement), any portion of the Award that is unvested and outstanding as of the date of Grantee's termination will immediately become fully vested in the Target Number of Units. Notwithstanding any other provision of the Plan or this Agreement to the contrary, including Section 28(t) of the Plan, "Disability" shall be defined pursuant to Title 42 USC § 12102, as provided in Appendix B to this Agreement.

7. In the event of Grantee's termination of employment or service within two years following the date of a Change in Control either (i) involuntarily by the Employer, other than for Cause, or (ii) by Grantee for Good Reason, any portion of the Award that is unvested and outstanding as of the date of Grantee's termination of employment or service will become vested in accordance with the rules under Section 15(b) of the Plan. This paragraph 7 will not be applicable to the Award if the Change in Control results from Grantee's beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of Stock or Voting Securities.

8. Each payment that may become due hereunder shall be made only in shares of Stock, unless otherwise provided in this Agreement. Except as otherwise provided in paragraph 18, such shares will be issued to Grantee as soon as practicable after the relevant Vesting Date or other vesting event under this Agreement but in any event within the period ending two and one-half months following the earlier of the end of the taxable year of the Company or the taxable year of Grantee which, in each case, includes the Vesting Date or other vesting event.

9. Any dispute or disagreement arising under or as a result of this Agreement, shall be determined by the Committee (or, as to the provisions contained in paragraph 10 hereof, by the Company), or its designee, in its sole discretion and any such determination and interpretation or other action taken by said Committee (or, as to the

² Bracketed language is deleted in agreements with executive officers hired prior to February 2015

provisions contained in paragraph 10 hereof, by the Company), or its designee, pursuant to the provisions of the Plan shall be binding and conclusive for all purposes whatsoever.

10. The greatest assets of Unisys³ are its employees, technology and customers. In recognition of the increased risk of unfairly losing any of these assets to its competitors, Unisys has adopted the following policy. By accepting this Award, Grantee agrees that:

10.1 Except as illegal or unenforceable under applicable law, during employment and for twelve months after leaving Unisys, Grantee will not: (a) directly or indirectly solicit or attempt to influence any employee of Unisys to terminate his or her employment with Unisys, except as directed by Unisys; (b) directly or indirectly solicit or divert to any competing business any customer or prospective customer to which Grantee was assigned at any time during the eighteen months prior to leaving Unisys; or (c) perform services for any Unisys customer or prospective customer, of the type Grantee provided while employed by Unisys for any Unisys customer or prospective customer for which Grantee worked at any time during the eighteen months prior to leaving Unisys.

10.2 Grantee previously signed the Unisys Employee Proprietary Information, Invention and Non-Competition Agreement in which he or she agreed not to disclose, transfer, retain or copy any confidential or proprietary information during or after the term of Grantee's employment, and Grantee acknowledges his or her continuing obligations under that agreement. Grantee shall be bound by the terms of the Employee Proprietary Information, Invention and Non-Competition Agreement and the restrictions set out in this paragraph 10 of this Agreement vis-à-vis the Company or the Employer, as applicable, and all restrictions and limitations set out in these agreements are in addition to and not in substitution of any other restrictive covenants (similar or otherwise) that Grantee might be bound by vis-à-vis the Company or the Employer, as applicable, by virtue of his or her contract of employment or other agreements executed between Grantee and the Company or the Employer, as applicable, which restrictive covenants shall remain in full force and continue to apply, notwithstanding any provisions to the contrary in this Agreement and/or the Employee Proprietary Information, Invention and Non-Competition Agreement. Grantee is hereby notified that, pursuant to Title 18 USC § 1833(b), he or she may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, Grantee is notified that he or she may disclose a trade secret to his or her attorney and use the trade secret information in a lawsuit alleging retaliation based on the reporting of a suspected violation of law, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

10.3 Grantee agrees that Unisys shall be entitled to preliminary and permanent injunctive relief, without the necessity of proving actual damages, in the event of a breach of any of the covenants contained in this paragraph 10.

10.4 Grantee agrees that Unisys may assign the right to enforce the non-solicitation and non-competition obligations of Grantee described in paragraph 10.1 to its successors and assigns without any further consent from Grantee.

10.5 The provisions contained in this paragraph 10 shall survive after Grantee's termination of employment or service and may not be modified or amended except by a writing executed by Grantee and the Chairman of the Board of the Company.

³ For purposes of this paragraph 10, the term "Unisys" shall include the Company and all of its subsidiaries.

11. In accepting the Award, Grantee acknowledges, understands and agrees that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Board at any time, to the extent permitted by the Plan; (ii) the grant of the Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of restricted stock units, or benefits in lieu of restricted stock units even if restricted stock units have been granted in the past; (iii) all decisions with respect to future awards of restricted stock units, if any, will be at the sole discretion of the Committee or its designee; (iv) the grant of the Award and Grantee's participation in the Plan shall not create a right to employment with the Company or the Employer, and shall not interfere with the ability of the Employer to terminate Grantee's employment or service relationship (if any) at any time; (v) Grantee's participation in the Plan is voluntary; (vi) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company, the Employer or any other subsidiary, and are outside the scope of Grantee's employment or service contract, if any; (vii) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation; (viii) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, holiday pay, bonuses, long-service awards, pension, retirement or welfare benefits or similar mandatory payments; (ix) unless otherwise agreed with the Company, the Award and the shares of Stock subject to the Award, and the income from and value of same, are not granted as consideration for, or in connection with, the service Grantee may provide as a director of any subsidiary; (x) the future value of the underlying shares of Stock is unknown, indeterminable, and cannot be predicted with certainty; (xi) if Grantee accepts the Award and obtains shares of Stock, the value of those shares of Stock acquired upon vesting may increase or decrease in value; (xii) no claim or entitlement to compensation shall arise from forfeiture of the Award resulting from Grantee's termination of employment or service (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any); (xiii) the Award and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability involving the Company and unless otherwise provided in the Plan or by the Company in its sole discretion, the Award and the benefits evidenced by this Agreement do not create any entitlement to have the Award or any such benefits transferred to, or assumed by, another company or be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; (xiv) if Grantee is employed or providing services outside the United States of America, neither the Company, the Employer nor any other subsidiary shall be liable for any foreign exchange rate fluctuation between Grantee's local currency and the United States Dollar that may affect the value of the Award or of any amounts due to Grantee pursuant to the settlement of the Award or the subsequent sale of any shares of Stock acquired upon settlement; and (xv) in the event the Company is required to prepare an accounting restatement, the Award, the shares of Stock subject to the Award and proceeds from a sale of such shares may be subject to forfeiture or recoupment, to the extent required from time to time by applicable law or by a policy adopted by the Company, but provided such forfeiture or recoupment is permitted under applicable law.

12. Grantee acknowledges that neither the Company nor the Employer (or any other subsidiary) is providing any tax, legal or financial advice, nor is the Company or the Employer (or any other subsidiary) making any recommendations regarding Grantee's participation in the Plan or Grantee's acquisition or sale of the underlying shares of Stock. Grantee should consult with his or her own personal tax, legal and financial advisors regarding Grantee's participation in the Plan before taking any action related to the Plan.

13. Regardless of any action the Company or the Employer takes with respect to any or all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Grantee's participation in the Plan and legally applicable to him or her ("Tax-Related Items"), Grantee acknowledges that the

ultimate liability for all Tax-Related Items is and remains Grantee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. Grantee further acknowledges that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting or settlement of the Award, the issuance of shares of Stock upon settlement of the Award, the subsequent sale of the shares of Stock acquired pursuant to such issuance and the receipt of any dividends or other distributions; and (b) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Award to reduce or eliminate Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if Grantee is subject to tax in more than one jurisdiction, Grantee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, Grantee will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Grantee authorizes the Company and/or the Employer, or their respective agents, at their sole discretion, to satisfy their withholding obligations with regard to all Tax-Related Items by means of one or a combination of the following: (1) withholding from Grantee's wages or other cash compensation paid to Grantee by the Company and/or the Employer; (2) withholding from proceeds of the sale of shares of Stock acquired upon vesting or settlement of the Award either through a voluntary sale or through a mandatory sale arranged by the Company (on Grantee's behalf pursuant to this authorization without further consent); or (3) withholding in shares of Stock to be issued upon vesting or settlement of the Award. Notwithstanding the foregoing, if Grantee is a Section 16 officer of the Company under the Exchange Act, then the Company will withhold by means of mandatory withholding of shares in Stock to be issued upon vesting or settlement of the Award, unless the use of such withholding method is problematic under applicable tax or securities law or has materially adverse accounting consequences, in which case the Company shall use one of the other methods described above under (1) and (2) to satisfy the Company's and/or Employer's withholding obligation.

The Company and/or the Employer may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including the maximum rate applicable in Grantee's jurisdiction. If Tax-Related Items are withheld in excess of Grantee's actual tax liability, Grantee may receive a refund of any over-withheld amount in cash and will have no entitlement to the Stock equivalent. If Grantee does not receive a refund of any over-withheld amount from the Company or the Employer, Grantee may seek a refund from the local tax authorities. If the obligation for Tax-Related Items is satisfied by withholding in shares of Stock, for tax purposes Grantee is deemed to have been issued the full number of shares of Stock subject to the Award, notwithstanding that a number of the shares of Stock is held back solely for the purpose of paying the Tax-Related Items.

Finally, within ninety (90) days of any tax liability arising, Grantee shall pay to the Company and/or the Employer any amount of Tax-Related Items that the Company and/or the Employer may be required to withhold or account for as a result of Grantee's participation in the Plan or Grantee's receipt of shares of Stock that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares of Stock or proceeds of the sale of shares of Stock in settlement of the vested Award if Grantee fails to comply with his or her obligations in connection with the Tax-Related Items.

14. ***Grantee is hereby notified of the collection, use and transfer, in electronic or other form, of Grantee's personal data (and that of persons closely associated with Grantee) as described in this Agreement, any other Award grant materials and the Company's [EU Data Protection Notice for Employees](#). Such personal data may be collected, used and transferred by and among, as applicable, the Company, the Employer, any other subsidiary and any third parties assisting (presently or in the future) with the implementation, administration and management of the Plan, such as Fidelity Stock Plan Services, LLC***

(“Fidelity”) or its successor for the exclusive purpose of implementing, administering and managing Grantee’s participation in the Plan. The Company primarily relies on contractual grounds as the basis for the processing and transfer of the data, and additionally may need to rely on other legal grounds namely (i) the performance of this Agreement between the Company and the Grantee, and/or, (ii) legitimate interest to implement, administer and manage the Plan. Where required under applicable law, personal data also may be disclosed to certain securities or other regulatory authorities where the Company’s shares are listed or traded or regulatory filings are made, or to certain tax authorities for compliance with the Company’s, the Employer’s and/or the Grantee’s tax obligations. Grantee understands that the collection, use and transfer of his or her personal data (or that of persons closely associated with Grantee) is mandatory for compliance with applicable law and necessary for the performance of the Plan and that Grantee’s refusal to provide such personal data would make it impossible for the Company to perform its contractual obligations and may affect Grantee’s ability to participate in the Plan.

15. If one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provision shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Agreement to be construed so as to foster the intent of this Agreement and the Plan.

16. Grantee acknowledges that he or she is proficient in the English language, or has consulted with an advisor who is sufficiently proficient in the English language so as to enable Grantee to understand the provisions of this Agreement and the Plan. If Grantee has received this Agreement or any other document related to the Award and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

17. Subject to paragraph 2 above, the Company may, in its sole discretion, decide to deliver or receive any documents related to Grantee’s current and future participation in the Plan by electronic means. Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

18. This Agreement is intended to comply with the short-term deferral rule set forth in regulations under Section 409A of the Code to avoid application of Section 409A of the Code to the Award; however, to the extent it is subsequently determined that the Award is deemed to be nonqualified deferred compensation subject to Section 409A of the Code, the Agreement is intended to comply in form and operation with Section 409A of the Code, and any ambiguities herein will be interpreted to so comply. Notwithstanding anything to the contrary in this Agreement, if the Committee determines in its sole discretion that the Units are nonqualified deferred compensation under Section 409A of the Code, then (i) if Grantee is a “specified employee” within the meaning of Section 409A of the Code, Grantee’s entitlement to settlement of the Award pursuant to paragraphs 6 and 7 shall be as provided in such paragraphs, but the delivery of the shares of Stock subject to Grantee’s Units shall be made on the first business day of the seventh month following Grantee’s termination of employment or service, (ii) for purposes of paragraphs 6 and 7, termination of employment or service shall be limited to those circumstances that constitute a “separation from service” within the meaning of Section 409A of the Code, and (iii) except as provided in subparagraph 18(i) hereof, delivery of the shares of Stock subject to Grantee’s Units will occur within sixty (60) days following the applicable Vesting Date or other settlement event under this Agreement[, except as otherwise permitted under Section 409A of the Code in the case of Grantee’s death]⁴. The Committee reserves the right, to the extent the Committee deems necessary or advisable in its sole discretion, to unilaterally amend or modify this Agreement as may be necessary to ensure that the Award is exempt from, or complies with, Section 409A of the Code, provided, however, that the

⁴ Bracketed language is deleted in agreements with executive officers hired prior to February 2015

Company makes no representation that this Agreement will be exempt from, or comply with, Section 409A of the Code and shall have no liability to Grantee or any other party if a payment under this Agreement that is intended to be exempt from, or compliant with, Section 409A of the Code is not so exempt or compliant or for any action taken by the Company with respect thereto.

19. The Award shall be subject to any special terms and provisions as set forth in the Addendum for Grantee's country, if any. Moreover, if Grantee relocates to another country during the life of the Award, the special terms and conditions for such country will apply to Grantee to the extent the Company determines in its sole discretion that the application of such terms and conditions is necessary or advisable for legal or administrative reasons.

20. This Agreement shall be governed by and construed under and in accordance with the laws of the Commonwealth of Pennsylvania in the United States of America, without giving effect to the conflict of laws provisions thereof, as provided in the Plan.

For purposes of any dispute, action or other proceeding that arises under or relates to this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the Commonwealth of Pennsylvania in the United States of America, and agree that such litigation shall be conducted only in the courts of Montgomery County in the Commonwealth of Pennsylvania in the United States of America, or the federal courts of the United States of America for the Eastern District of Pennsylvania, where this Award is made and/or to be performed, and no other courts.

21. The Company reserves the right to impose other requirements on Grantee's participation in the Plan, on the Award and/or on any shares of Stock acquired under the Plan, to the extent the Company determines in its sole discretion that it is necessary or advisable (including, but not limited to, legal or administrative reasons), and to require Grantee to sign and/or accept electronically, at the sole discretion of the Company, any additional agreements or undertakings that may be necessary to accomplish the foregoing as determined by the Company in its sole discretion.

22. Notwithstanding any other provision of the Plan or this Agreement to the contrary, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Stock, the Company shall not be required to deliver any shares of Stock issuable upon settlement of the Award prior to the completion of any registration or qualification of the shares of Stock under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its sole discretion, deem necessary or advisable. Grantee understands that the Company is under no obligation to register or qualify the shares of Stock with the SEC or any local, state, federal or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares of Stock. Further, Grantee agrees that the Committee or its designee shall have unilateral authority to amend the Plan and the Agreement without Grantee's consent to the extent necessary to comply with securities or other laws applicable to issuance of shares of Stock.

23. Grantee acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by Grantee or any other grantee.

24. Depending on Grantee's country, the broker's country or the country in which shares of Stock are listed, Grantee may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including the United States, the United Kingdom, Grantee's country, Fidelity's country or any other stock plan service provider's country, which may affect Grantee's ability to directly or indirectly, for his or her self or a third party, accept, acquire,

sell, attempt to sell or otherwise dispose of shares of Stock, rights to shares of Stock (e.g., Awards) or rights linked to the value of shares of Stock during such times as Grantee is considered to have "inside information" regarding the Company (as defined by the laws or regulations in applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Grantee placed before Grantee possessed inside information. Furthermore, Grantee could be prohibited from (i) disclosing the inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Grantee acknowledges that it is Grantee's responsibility to comply with any applicable restrictions, and Grantee should consult with Grantee's own personal legal and financial advisors on this matter before taking any action related to the Plan.

25. Grantee acknowledges that, depending on Grantee's country, Grantee may be subject to certain foreign asset and/or account reporting requirements which may affect his or her ability to acquire or hold shares of Stock under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of shares of Stock) in a brokerage or bank account outside Grantee's country. Grantee may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. Grantee also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to his or her country within a certain time after receipt. Grantee acknowledges that it is his or her responsibility to be compliant with such regulations, and Grantee should speak to his or her personal advisor on this matter.

26. To the extent applicable, all references to Grantee shall include Grantee's beneficiary in the case of Grantee's death during or after Grantee's termination of employment or service.

UNISYS CORPORATION

Peter A. Altabef
Chair and Chief Executive Officer

ONLINE ACCEPTANCE ACKNOWLEDGMENT:

I hereby **accept** my Restricted Stock Unit Award (“Award”) granted to me in accordance with and subject to the terms of this agreement (together with Appendix A, Appendix B and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (collectively, the “Addendum”), the “Agreement”) and the terms and restrictions of the Unisys Corporation 2019 Long-Term Incentive and Equity Compensation Plan. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2019 Long-Term Incentive and Equity Compensation Plan, and that I agree to be bound thereby and by the actions of the Compensation Committee and of the Board of Directors of Unisys Corporation with respect thereto. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am accepting my Award electronically and that such acceptance has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had accepted the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this acceptance is made knowingly.

OR

ONLINE REJECTION ACKNOWLEDGMENT:

I hereby **reject** my Restricted Stock Unit Award (“Award”) granted to me in accordance with and subject to the terms of this agreement (together with Appendix A, Appendix B and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (collectively, the “Addendum”), the “Agreement”) and the terms and restrictions of the Unisys Corporation 2019 Long-Term Incentive and Equity Compensation Plan. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2019 Long-Term Incentive and Equity Compensation Plan. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am rejecting my Award electronically and that such rejection has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had rejected the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this rejection is made knowingly. I further acknowledge that by rejecting the Award, I will not be entitled to any payment or benefit in lieu of the Award.

UNISYS CORPORATION

**2019 Long-Term Incentive and Equity Compensation Plan
TSR-Based Restricted Stock Unit Agreement**

Certain capitalized terms used but not defined in this Appendix A have the meanings set forth in the Plan and/or Grantee's relevant Restricted Stock Unit Agreement (together with Appendix A and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (the "Addendum"), the "Agreement").

All of the Restricted Stock Units granted under the Agreement are TSR-Based Restricted Stock Units (TSR-RSUs).

[YEAR 1] (TSR-Based RSU) Metric and Performance Determination

- The TSR-Based RSU vesting metric will be Relative Total Shareholder Return (rTSR) compared to the Russell 2000 Index inclusive of dividends and stock splits ("Russell 2000") using a 30-trading day closing average to determine beginning and ending stock prices for each vesting tranche.
- The rTSR will be measured from a percentile positioning perspective among the constituent companies of the Russell 2000 Index using the following payout schedule. The list of companies included are based on those in the Russell 2000 Index at the start of the performance period. Any companies that are either bankrupt or experience a merger/acquisition event during the performance period will be removed when determining final ranking results, unless such company is the surviving entity in a merger/acquisition and such company was a constituent of the index at the start of the performance period.

Relative TSR Positioning	Ranking	Achievement
Threshold	25 th Percentile	50% of Target
Target	55 th Percentile	100% of Target
Maximum	80 th Percentile	200% of Target

- There will be no payout if below Threshold for the respective vesting tranche.
- Greater than 80th percentile will be capped at 200% of target.
- Results between Threshold-Target and Target-Maximum will be interpolated.
- The payout percentage is capped at 100% of Target if Unisys's absolute TSR is negative over any of the vesting tranches tied to respective performance periods.

[YEAR 1] TSR-Based RSUs Vesting Schedule

Performance Basis	Award	Vesting and Settlement Dates¹
[YEAR 1]	1/3 of the target number of units	Earned based on [YEAR 1] rTSR with vesting on the first anniversary of grant
[YEAR 1] – [YEAR 2]	1/3 of the target number of units	Earned based on [YEAR 1] – [YEAR 2] rTSR with vesting on the second anniversary of grant
[YEAR 1] – [YEAR 3]	1/3 of the target number of units	Earned based on [YEAR 1] – [YEAR 3] rTSR with vesting on the third anniversary of grant

¹Vesting based on rTSR on the anniversary of grant or the date the Committee has certified achievement of goals, if later.

UNISYS CORPORATION

**The Unisys Corporation 2019 Long-Term Incentive and Equity Compensation Plan
Restricted Stock Unit Agreement**

Title 42 USC § 12102 – Definition of Disability:

(1) **DISABILITY.** The term “disability” means, with respect to an individual—

- (A) a physical or mental impairment that substantially limits one or more major life activities of such individual;
- (B) a record of such an impairment; or
- (C) being regarded as having such an impairment (as described in paragraph (3)).

(2) **MAJOR LIFE ACTIVITIES**

(A) In general

For purposes of paragraph (1), major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

(B) Major bodily functions

For purposes of paragraph (1), a major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

(3) **REGARDED AS HAVING SUCH AN IMPAIRMENT:** For purposes of paragraph (1)(C):

(A) An individual meets the requirement of “being regarded as having such an impairment” if the individual establishes that he or she has been subjected to an action prohibited under this chapter because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.

(B) Paragraph (1)(C) shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of six (6) months or less.

UNISYS CORPORATION
2019 Long-Term Incentive and Equity Compensation Plan
[YEAR] Performance Growth Restricted Stock Unit Agreement

In order for the Award provided hereunder to become effective, this Agreement must be accepted electronically by Grantee within thirty (30) days of receipt. In the event that this Agreement is not accepted electronically by Grantee within this time period, Grantee shall be deemed to have rejected the Award.

1. Subject to all provisions hereof and to all of the terms and conditions of the Unisys Corporation 2019 Long-Term Incentive and Equity Compensation Plan (the "Plan"), incorporated by this reference herein, Unisys Corporation, a Delaware corporation (the "Company"), hereby grants to the grantee named below ("Grantee") an award (the "Award") of restricted stock units in accordance with Section 8 of the Plan. Each restricted stock unit (hereinafter referred to as a "Restricted Stock Unit" or "Unit") represents an obligation of the Company to pay to Grantee one share of the Common Stock, par value \$0.01 per share, of the Company (the "Stock") on (i) the third anniversary of the Date of Grant or (ii) such earlier date as payment may be due under this agreement (together with Appendix A, Appendix B and any applicable country-specific terms and provisions set forth in the addendum and the attachments to the addendum (collectively, the "Addendum"), the "Agreement"), for each Unit that may be eligible to vest based on the level of achievement of the Share Price Hurdle Attainment performance goal as set forth in the Performance RSUs Performance Schedule in Appendix A, provided that the conditions precedent to such payment have been satisfied and provided that no termination of employment or service has occurred prior to the Vesting Date (unless otherwise provided in the Plan or this Agreement).

Grantee: #ParticipantName#

Measurement Price: \$[AVE. CLOSING PRICE OF UIS STOCK OVER PAST 20 TRADING DAYS]

Total Number of Stock Units Awarded ("Target Number of Units"):¹ #QuantityGranted#

Date of Grant: #GrantDate#

Performance Schedule: The Performance Schedule is set forth in Appendix A to this Agreement.

Vesting/Settlement Schedule: The Vesting Event/Settlement Schedule is set forth in Appendix A to this Agreement.

Capitalized terms used and not defined herein shall have the respective meanings assigned to such terms in the Plan.

The terms of the Award are as follows:

2. Every notice relating to this Agreement shall be in writing and shall be effective when received or with date of posting if by registered mail with return receipt requested, postage prepaid. All notices to the Company shall be addressed to the Company as indicated in Section 26 of the Plan. Notices to Grantee shall be addressed and

¹ All of the Restricted Stock Units subject to this Agreement are Performance-Based Units

delivered as provided in Section 26 of the Plan. Either party, by notice to the other, may designate a different address to which notices shall be sent. Any notice by the Company to Grantee at his or her last designated address shall be effective to bind Grantee and any other person who acquires rights or a claim thereto under this Agreement.

3. Grantee's right to any payment under this Award may not be assigned, transferred (other than by will or the laws of descent and distribution), pledged or sold.

4. Except as otherwise provided under the terms of the Plan or this Agreement, including in paragraphs 5, 6, 7 and 8 of this Agreement, all Restricted Stock Units awarded under this Agreement will be forfeited and all rights of Grantee with respect to such Units will terminate without any payment by the Company upon termination of employment or service by Grantee or by the Employer prior to the Vesting Date.

For purposes of this Award, termination of employment or service (for any reason whatsoever and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any) is deemed to occur effective as of the date that Grantee is no longer actively employed or providing services to the Employer and will not be extended by any notice period (e.g., Grantee's period of employment or service with the Employer or any other subsidiary would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any). The Company shall have the sole discretion to determine when Grantee is no longer actively employed or providing services to the Employer for purposes of the Award (including whether Grantee may still be considered to be providing such services while on a leave of absence).

5. In the event of Grantee's termination of employment or service due to Grantee's death prior to the earlier of a Change in Control or the Vesting Date, a pro rata portion of the Target Number of Units will become vested, with such pro-rata determined by multiplying the Target Number of Units, by a fraction, the numerator of which is the number of months that the Grantee was employed by or providing service to the Employer from the Date of Grant to the month in which the termination of employment or service occurs (employment on the first day of the month counts as a full month) and the denominator of which is 36, rounded up to the next Restricted Stock Unit. The Restricted Stock Units that become vested pursuant to this paragraph 5 shall be converted into shares of Stock at such time as provided in paragraph 9 and Appendix A.

6. In the event of Grantee's termination of employment or service by the Employer due to Disability (as defined in Appendix B to this Agreement) prior to the earlier of a Change in Control or the Vesting Date, a pro rata portion of the Target Number of Units will become vested, with such pro-rata determined by multiplying the Target Number of Units, by a fraction, the numerator of which is the number of months that the Grantee was employed by or providing service to the Employer from the Date of Grant to the month in which the termination of employment or service occurs (employment on the first day of the month counts as a full month) and the denominator of which is 36, rounded up to the next Restricted Stock Unit. The Restricted Stock Units that become vested pursuant to this paragraph 6 shall be converted into shares of Stock at such time as provided in paragraph 9 and Appendix A. Notwithstanding any other provision of the Plan or this Agreement to the contrary, including Section 28(t) of the Plan, "Disability" shall be defined pursuant to Title 42 USC § 12102, as provided in Appendix B to this Agreement.

7. In the event of Grantee's termination of employment or service prior to the date of a Change in Control or the Vesting Date either (i) involuntarily by the Employer other than for Cause, or (ii) by Grantee for Good Reason, a pro rata portion of the Target Number of Units will become vested, with such pro-rata determined by multiplying the number of Units for which the Share Price Hurdle Attainment was met as of the date of Grantee's termination, by a fraction, the numerator of which is the number of months that the Grantee was employed by or providing service to

the Employer from the Date of Grant to the month in which the termination of employment or service occurs (employment on the first day of the month counts as a full month) and the denominator of which is 36, rounded up to the next Restricted Stock Unit. The Restricted Stock Units that become vested pursuant to this paragraph 7 shall be converted into shares of Stock at such time as provided in paragraph 9 and Appendix A. For purposes of this Agreement, a "Change in Control" shall be as defined in the Plan, except that (i) a Change in Control shall only be deemed to have occurred if such Change in Control constitutes a change in control in the ownership or effective control of the Company, or in a substantial portion of the assets of the Company, within the meaning of Section 409A of the Code and its corresponding regulations and (ii) a Change in Control shall not be deemed to occur if such results from Grantee's beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of Stock or Voting Securities..

8. In the event of Grantee's termination of employment or service within two years following the date of a Change in Control, but prior to the Vesting Date, either (i) involuntarily by the Employer other than for Cause, or (ii) by Grantee for Good Reason, the Target Number of Units as of the date of Grantee's termination of employment or service will become vested in accordance with the rules under Section 15(b) of the Plan. For purposes of this paragraph 8, a termination of Grantee's employment or service by the Employer within two years following the date of a Change in Control on account of Disability or death shall be treated as a termination pursuant to clause (i) of this paragraph 8. The Restricted Stock Units that become vested pursuant to this paragraph 8 shall be converted into shares of Stock at such time as provided in paragraph 9 and Appendix A.

9. The payment that may become due hereunder following the vesting of the Restricted Stock Units shall be made only in shares of Stock, unless otherwise provided in this Agreement. Except as otherwise provided in paragraph 19, such shares will be issued to Grantee at such times as set forth in Appendix A.

10. Any dispute or disagreement arising under or as a result of this Agreement, shall be determined by the Committee (or, as to the provisions contained in paragraph 11 hereof, by the Company), or its designee, in its sole discretion and any such determination and interpretation or other action taken by said Committee (or, as to the provisions contained in paragraph 11 hereof, by the Company), or its designee, pursuant to the provisions of the Plan shall be binding and conclusive for all purposes whatsoever.

11. The greatest assets of Unisys² are its employees, technology and customers. In recognition of the increased risk of unfairly losing any of these assets to its competitors, Unisys has adopted the following policy. By accepting this Award, Grantee agrees that:

11.1 Except as illegal or unenforceable under applicable law, during employment and for twelve months after leaving Unisys, Grantee will not: (a) directly or indirectly solicit or attempt to influence any employee of Unisys to terminate his or her employment with Unisys, except as directed by Unisys; (b) directly or indirectly solicit or divert to any competing business any customer or prospective customer to which Grantee was assigned at any time during the eighteen months prior to leaving Unisys; or (c) perform services for any Unisys customer or prospective customer, of the type Grantee provided while employed by Unisys for any Unisys customer or prospective customer for which Grantee worked at any time during the eighteen months prior to leaving Unisys.

11.2 Grantee previously signed the Unisys Employee Proprietary Information, Invention and Non-Competition Agreement in which he or she agreed not to disclose, transfer, retain or copy any confidential or proprietary information during or after the term of Grantee's employment, and Grantee acknowledges his or her continuing obligations under that agreement. Grantee shall be bound by the terms of the Employee Proprietary Information, Invention and Non-Competition Agreement and the restrictions set out in this paragraph 11 of this Agreement vis-à-vis the Company or the Employer, as applicable, and all restrictions and limitations set out in these

² For purposes of this paragraph 11, the term "Unisys" shall include the Company and all of its subsidiaries.

agreements are in addition to and not in substitution of any other restrictive covenants (similar or otherwise) that Grantee might be bound by vis-à-vis the Company or the Employer, as applicable, by virtue of his or her contract of employment or other agreements executed between Grantee and the Company or the Employer, as applicable, which restrictive covenants shall remain in full force and continue to apply, notwithstanding any provisions to the contrary in this Agreement and/or the Employee Proprietary Information, Invention and Non-Competition Agreement. Grantee is hereby notified that, pursuant to Title 18 USC § 1833(b), he or she may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, Grantee is notified that he or she may disclose a trade secret to his or her attorney and use the trade secret information in a lawsuit alleging retaliation based on the reporting of a suspected violation of law, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

11.3 Grantee agrees that Unisys shall be entitled to preliminary and permanent injunctive relief, without the necessity of proving actual damages, in the event of a breach of any of the covenants contained in this paragraph 11.

11.4 Grantee agrees that Unisys may assign the right to enforce the non-solicitation and non-competition obligations of Grantee described in paragraph 11.1 to its successors and assigns without any further consent from Grantee.

11.5 The provisions contained in this paragraph 11 shall survive after Grantee's termination of employment or service and may not be modified or amended except by a writing executed by Grantee and the Chairman of the Board of the Company.

12. In accepting the Award, Grantee acknowledges, understands and agrees that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Board at any time, to the extent permitted by the Plan; (ii) the grant of the Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of restricted stock units, or benefits in lieu of restricted stock units even if restricted stock units have been granted in the past; (iii) all decisions with respect to future awards of restricted stock units, if any, will be at the sole discretion of the Committee or its designee; (iv) the grant of the Award and Grantee's participation in the Plan shall not create a right to employment with the Company or the Employer, and shall not interfere with the ability of the Employer to terminate Grantee's employment or service relationship (if any) at any time; (v) Grantee's participation in the Plan is voluntary; (vi) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company, the Employer or any other subsidiary, and are outside the scope of Grantee's employment or service contract, if any; (vii) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation; (viii) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, holiday pay, bonuses, long-service awards, pension, retirement or welfare benefits or similar mandatory payments; (ix) unless otherwise agreed with the Company, the Award and the shares of Stock subject to the Award, and the income from and value of same, are not granted as consideration for, or in connection with, the service Grantee may provide as a director of any subsidiary; (x) the future value of the underlying shares of Stock is unknown, indeterminable, and cannot be predicted with certainty; (xi) if Grantee accepts the Award and obtains shares of Stock, the value of those shares of Stock acquired upon vesting may increase or decrease in value; (xii) no claim or entitlement to compensation shall arise from forfeiture of the Award resulting from Grantee's termination of employment or service (regardless of the reason for such termination and whether or not the

termination is later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any); (xiii) the Award and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability involving the Company and unless otherwise provided in the Plan or by the Company in its sole discretion, the Award and the benefits evidenced by this Agreement do not create any entitlement to have the Award or any such benefits transferred to, or assumed by, another company or be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; (xiv) if Grantee is employed or providing services outside the United States of America, neither the Company, the Employer nor any other subsidiary shall be liable for any foreign exchange rate fluctuation between Grantee's local currency and the United States Dollar that may affect the value of the Award or of any amounts due to Grantee pursuant to the settlement of the Award or the subsequent sale of any shares of Stock acquired upon settlement; and (xv) in the event the Company is required to prepare an accounting restatement, the Award, the shares of Stock subject to the Award and proceeds from a sale of such shares may be subject to forfeiture or recoupment, to the extent required from time to time by applicable law or by a policy adopted by the Company, but provided such forfeiture or recoupment is permitted under applicable law.

13. Grantee acknowledges that neither the Company nor the Employer (or any other subsidiary) is providing any tax, legal or financial advice, nor is the Company or the Employer (or any other subsidiary) making any recommendations regarding Grantee's participation in the Plan or Grantee's acquisition or sale of the underlying shares of Stock. Grantee should consult with his or her own personal tax, legal and financial advisors regarding Grantee's participation in the Plan before taking any action related to the Plan.

14. Regardless of any action the Company or the Employer takes with respect to any or all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Grantee's participation in the Plan and legally applicable to him or her ("Tax-Related Items"), Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains Grantee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. Grantee further acknowledges that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting or settlement of the Award, the issuance of shares of Stock upon settlement of the Award, the subsequent sale of the shares of Stock acquired pursuant to such issuance and the receipt of any dividends or other distributions; and (b) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Award to reduce or eliminate Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if Grantee is subject to tax in more than one jurisdiction, Grantee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, Grantee will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Grantee authorizes the Company and/or the Employer, or their respective agents, at their sole discretion, to satisfy their withholding obligations with regard to all Tax-Related Items by means of one or a combination of the following: (1) withholding from Grantee's wages or other cash compensation paid to Grantee by the Company and/or the Employer; (2) withholding from proceeds of the sale of shares of Stock acquired upon vesting or settlement of the Award either through a voluntary sale or through a mandatory sale arranged by the Company (on Grantee's behalf pursuant to this authorization without further consent); or (3) withholding in shares of Stock to be issued upon vesting or settlement of the Award. Notwithstanding the foregoing, if Grantee is a Section 16 officer of the Company under the Exchange Act, then the Company will withhold by means of mandatory withholding of shares in Stock to be issued upon settlement of the Award, unless either (i) the use of such withholding method is problematic under applicable tax or securities law or has materially adverse accounting consequences or (ii) the result of the vesting of

the Award, in which case the Company shall use one of the other methods described above under (1) and (2) to satisfy the Company's and/or Employer's withholding obligation.

The Company and/or the Employer may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including the maximum rate applicable in Grantee's jurisdiction. If Tax-Related Items are withheld in excess of Grantee's actual tax liability, Grantee may receive a refund of any over-withheld amount in cash and will have no entitlement to the Stock equivalent. If Grantee does not receive a refund of any over-withheld amount from the Company or the Employer, Grantee may seek a refund from the local tax authorities. If the obligation for Tax-Related Items is satisfied by withholding in shares of Stock, for tax purposes Grantee is deemed to have been issued the full number of shares of Stock subject to the Award, notwithstanding that a number of the shares of Stock is held back solely for the purpose of paying the Tax-Related Items.

Finally, within ninety (90) days of any tax liability arising, Grantee shall pay to the Company and/or the Employer any amount of Tax-Related Items that the Company and/or the Employer may be required to withhold or account for as a result of Grantee's participation in the Plan or Grantee's receipt of shares of Stock that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares of Stock or proceeds of the sale of shares of Stock in settlement of the vested Award if Grantee fails to comply with his or her obligations in connection with the Tax-Related Items.

15. Grantee is hereby notified of the collection, use and transfer, in electronic or other form, of Grantee's personal data (and that of persons closely associated with Grantee) as described in this Agreement, any other Award grant materials and the Company's [EU Data Protection Notice for Employees](#). Such personal data may be collected, used and transferred by and among, as applicable, the Company, the Employer, any other subsidiary and any third parties assisting (presently or in the future) with the implementation, administration and management of the Plan, such as Fidelity Stock Plan Services, LLC ("Fidelity") or its successor for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. The Company primarily relies on contractual grounds as the basis for the processing and transfer of the data, and additionally may need to rely on other legal grounds namely (i) the performance of this Agreement between the Company and the Grantee, and /or, (ii) legitimate interest to implement, administer and manage the Plan. Where required under applicable law, personal data also may be disclosed to certain securities or other regulatory authorities where the Company's shares are listed or traded or regulatory filings are made, or to certain tax authorities for compliance with the Company's, the Employer's and/or the Grantee's tax obligations. Grantee understands that the collection, use and transfer of his or her personal data (or that of persons closely associated with Grantee) is mandatory for compliance with applicable law and necessary for the performance of the Plan and that Grantee's refusal to provide such personal data would make it impossible for the Company to perform its contractual obligations and may affect Grantee's ability to participate in the Plan.

16. If one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provision shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Agreement to be construed so as to foster the intent of this Agreement and the Plan.

17. Grantee acknowledges that he or she is proficient in the English language, or has consulted with an advisor who is sufficiently proficient in the English language so as to enable Grantee to understand the provisions of this Agreement and the Plan. If Grantee has received this Agreement or any other document related to the Award and/or

the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

18. Subject to paragraph 2 above, the Company may, in its sole discretion, decide to deliver or receive any documents related to Grantee's current and future participation in the Plan by electronic means. Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

19. This Agreement is intended to comply in form and operation with Section 409A of the Code, and any ambiguities herein will be interpreted to so comply. Notwithstanding anything to the contrary in this Agreement, (i) if Grantee is a "specified employee" within the meaning of Section 409A of the Code and the settlement event is the Grantee's termination of employment or service, the delivery of such shares of Stock shall be made on the first business day of the seventh month following Grantee's termination of employment or service, (ii) for purposes of paragraphs 6, 7 and 8, termination of employment or service shall be limited to those circumstances that constitute a "separation from service" within the meaning of Section 409A of the Code, and (iii) except as provided in subparagraph 19(i) hereof, delivery of the shares of Stock subject to Grantee's Units will occur within sixty (60) days following the applicable distribution event under this Agreement, except as otherwise permitted under Section 409A of the Code in the case of Grantee's death. The Committee reserves the right, to the extent the Committee deems necessary or advisable in its sole discretion, to unilaterally amend or modify this Agreement as may be necessary to ensure that the Award is exempt from, or complies with, Section 409A of the Code, provided, however, that the Company makes no representation that this Agreement will be exempt from, or comply with, Section 409A of the Code and shall have no liability to Grantee or any other party if a payment under this Agreement that is intended to be exempt from, or compliant with, Section 409A of the Code is not so exempt or compliant or for any action taken by the Company with respect thereto.

20. The Award shall be subject to any special terms and provisions as set forth in the Addendum for Grantee's country, if any. Moreover, if Grantee relocates to another country during the life of the Award, the special terms and conditions for such country will apply to Grantee to the extent the Company determines in its sole discretion that the application of such terms and conditions is necessary or advisable for legal or administrative reasons.

21. This Agreement shall be governed by and construed under and in accordance with the laws of the Commonwealth of Pennsylvania in the United States of America, without giving effect to the conflict of laws provisions thereof, as provided in the Plan.

For purposes of any dispute, action or other proceeding that arises under or relates to this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the Commonwealth of Pennsylvania in the United States of America, and agree that such litigation shall be conducted only in the courts of Montgomery County in the Commonwealth of Pennsylvania in the United States of America, or the federal courts of the United States of America for the Eastern District of Pennsylvania, where this Award is made and/or to be performed, and no other courts.

22. The Company reserves the right to impose other requirements on Grantee's participation in the Plan, on the Award and/or on any shares of Stock acquired under the Plan, to the extent the Company determines in its sole discretion that it is necessary or advisable (including, but not limited to, legal or administrative reasons), and to require Grantee to sign and/or accept electronically, at the sole discretion of the Company, any additional agreements or undertakings that may be necessary to accomplish the foregoing as determined by the Company in its sole discretion.

23. Notwithstanding any other provision of the Plan or this Agreement to the contrary, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Stock, the Company shall not be required to deliver any shares of Stock issuable upon settlement of the Award prior to the completion of any registration or qualification of the shares of Stock under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its sole discretion, deem necessary or advisable. Grantee understands that the Company is under no obligation to register or qualify the shares of Stock with the SEC or any local, state, federal or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares of Stock. Further, Grantee agrees that the Committee or its designee shall have unilateral authority to amend the Plan and the Agreement without Grantee's consent to the extent necessary to comply with securities or other laws applicable to issuance of shares of Stock.

24. Grantee acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by Grantee or any other grantee.

25. Depending on Grantee's country, the broker's country or the country in which shares of Stock are listed, Grantee may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including the United States, the United Kingdom, Grantee's country, Fidelity's country or any other stock plan service provider's country, which may affect Grantee's ability to directly or indirectly, for his or her self or a third party, accept, acquire, sell, attempt to sell or otherwise dispose of shares of Stock, rights to shares of Stock (e.g., Awards) or rights linked to the value of shares of Stock during such times as Grantee is considered to have "inside information" regarding the Company (as defined by the laws or regulations in applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Grantee placed before Grantee possessed inside information. Furthermore, Grantee could be prohibited from (i) disclosing the inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Grantee acknowledges that it is Grantee's responsibility to comply with any applicable restrictions, and Grantee should consult with Grantee's own personal legal and financial advisors on this matter before taking any action related to the Plan.

26. Grantee acknowledges that, depending on Grantee's country, Grantee may be subject to certain foreign asset and/or account reporting requirements which may affect his or her ability to acquire or hold shares of Stock under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of shares of Stock) in a brokerage or bank account outside Grantee's country. Grantee may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. Grantee also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to his or her country within a certain time after receipt. Grantee acknowledges that it is his or her responsibility to be compliant with such regulations, and Grantee should speak to his or her personal advisor on this matter.

27. To the extent applicable, all references to Grantee shall include Grantee's beneficiary in the case of Grantee's death during or after Grantee's termination of employment or service.

UNISYS CORPORATION

Peter A. Altabef
Chair and Chief Executive Officer

ONLINE ACCEPTANCE ACKNOWLEDGMENT:

I hereby **accept** my [YEAR] Performance Growth Restricted Stock Unit Award ("Award") granted to me in accordance with and subject to the terms of this agreement (together with Appendix A, Appendix B and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (collectively, the "Addendum"), the "Agreement") and the terms and restrictions of the Unisys Corporation 2019 Long-Term Incentive and Equity Compensation Plan. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2019 Long-Term Incentive and Equity Compensation Plan, and that I agree to be bound thereby and by the actions of the Compensation Committee and of the Board of Directors of Unisys Corporation with respect thereto. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am accepting my Award electronically and that such acceptance has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had accepted the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this acceptance is made knowingly.

OR

ONLINE REJECTION ACKNOWLEDGMENT:

I hereby **reject** my [YEAR] Performance Growth Restricted Stock Unit Award ("Award") granted to me in accordance with and subject to the terms of this agreement (together with Appendix A, Appendix B and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (collectively, the "Addendum"), the "Agreement") and the terms and restrictions of the Unisys Corporation 2019 Long-Term Incentive and Equity Compensation Plan. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2019 Long-Term Incentive and Equity Compensation Plan. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am rejecting my Award electronically and that such rejection has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had rejected the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this rejection is made knowingly. I further acknowledge that by rejecting the Award, I will not be entitled to any payment or benefit in lieu of the Award.

UNISYS CORPORATION

**2019 Long-Term Incentive and Equity Compensation Plan
[YEAR] Performance Growth Restricted Stock Unit Agreement**

Certain capitalized terms used but not defined in this Appendix A have the meanings set forth in the Plan and/or Grantee's relevant [YEAR] Performance Growth Restricted Stock Unit Agreement (together with Appendix A, Appendix B and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (the "Addendum"), the "Agreement").

All of the Restricted Stock Units granted under the Agreement are Performance Growth Restricted Stock Units ("Performance RSUs").

Performance RSUs Performance Schedule

- The Performance RSUs shall become eligible to vest when the 20-trading day trailing average of the closing stock price of the shares of Stock is at least 10% higher than the Measurement Price for 20 consecutive trading days (the "Share Price Hurdle Attainment") at any time during the period from Date of Grant through the third anniversary of the Date of Grant (the "Measurement Period")

Share Price Hurdle Attainment	% of Target Number of Units Vesting
<10%	0% of Target Number of Units
10%	50% of Target Number of Units
15%	75% of Target Number of Units
20%	100% of Target Number of Units

- No Performance RSUs will be eligible to become vested if the Share Price Hurdle Attainment is below <10% for the entire Measurement Period, except as otherwise provided in the Agreement.
- No more than 100% of the Target Number of Units shall be eligible to become vested if the Share Price Hurdle Attainment is greater than 20%.
- Results between 10% and 15% and between 15% and 20% will be interpolated, rounded up to the next Restricted Stock Unit.
- If a Change in Control occurs prior to the Vesting Date, the Share Price Hurdle Attainment shall be deemed met at the Target Number of Units.
- Except as otherwise set forth in the Agreement, the Committee will certify the % of Target Number of Units Vesting within 60 days following the end of the Measurement Period.

Performance RSUs Vesting/Settlement Schedule

- The Performance RSUs Performance Schedule will determine the number of Performance RSUs which may become vested, provided that in order to become vested in such Performance RSUs the Grantee must remain continuously employed or providing service with the Employer from the Date of Grant to the Vesting Date, except as otherwise provided in the Agreement.

- Performance RSUs that have become eligible to vest will be settled as follows:

<u>Vesting Event</u>	<u>Settlement Schedule</u>
Employed by, or providing service to, the Employer on the Vesting Date	The number of Performance RSUs that are earned based on Share Price Hurdle Attainment as of the Vesting Date, settled within 60 days following the third anniversary of the Date of Grant
Termination of employment or service with the Employer prior to the Vesting Date other than as provided in paragraphs 5, 6, 7 or 8 of the Agreement	No Performance RSUs are payable to the Grantee
Termination of employment or service with the Employer prior to the Vesting Date or the date of a Change in Control, on account of death as provided in paragraph 5	Pro rata portion of Target Number of Units settled within 60 days following the date of death
Termination of employment or service with the Employer prior to the Vesting Date or the date of a Change in Control, on account of Disability as provided in paragraph 6	Pro rata portion of Target Number of Units settled within 60 days following the earlier of (i) the third anniversary of the Date of Grant or (ii) Change in Control
Termination of employment or service with the Employer prior to the Vesting Date or the date of a Change in Control on account of either (i) involuntarily by the Employer, other than for Cause, or (ii) by Grantee for Good Reason as provided in paragraph 7	Pro rata portion of Performance RSUs based on Share Price Hurdle Attainment as of the date of termination of employment or service, settled within 60 days following the earlier of (i) the third anniversary of the Date of Grant or (ii) Change in Control
Termination of employment or service with the Employer prior to the Vesting Date, but within two years following a Change in Control on account of either (i) involuntarily by the Employer, other than for Cause (including on account of Disability or death), or (ii) by Grantee for Good Reason as provided in paragraph 8	Target Number of Units settled within 60 days following termination of employment or service, subject to any delay required under Subparagraph 19(i) of the Agreement

UNISYS CORPORATION

**The Unisys Corporation 2019 Long-Term Incentive and Equity Compensation Plan
Restricted Stock Unit Agreement**

Title 42 USC § 12102 – Definition of Disability:

(1) **DISABILITY.** The term “disability” means, with respect to an individual—

- (A) a physical or mental impairment that substantially limits one or more major life activities of such individual;
- (B) a record of such an impairment; or
- (C) being regarded as having such an impairment (as described in paragraph (3)).

(2) **MAJOR LIFE ACTIVITIES**

(A) In general

For purposes of paragraph (1), major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

(B) Major bodily functions

For purposes of paragraph (1), a major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

(3) **REGARDED AS HAVING SUCH AN IMPAIRMENT:** For purposes of paragraph (1)(C):

(A) An individual meets the requirement of “being regarded as having such an impairment” if the individual establishes that he or she has been subjected to an action prohibited under this chapter because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.

(B) Paragraph (1)(C) shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of six (6) months or less.

UNISYS CORPORATION
2019 Long-Term Incentive and Equity Compensation Plan
Restricted Stock Unit Agreement

In order for the Award provided hereunder to become effective, this Agreement must be accepted electronically by Grantee within thirty (30) days of receipt. In the event that this Agreement is not accepted electronically by Grantee within this time period, Grantee shall be deemed to have rejected the Award.

1. Subject to all provisions hereof and to all of the terms and conditions of the Unisys Corporation 2019 Long-Term Incentive and Equity Compensation Plan (the "Plan"), incorporated by this reference herein, Unisys Corporation, a Delaware corporation (the "Company"), hereby grants to the grantee named below ("Grantee") an award (the "Award") of restricted stock units in accordance with Section 8 of the Plan. Each restricted stock unit (hereinafter referred to as a "Restricted Stock Unit" or "Unit") represents an obligation of the Company to pay to Grantee one share of the Common Stock, par value \$0.01 per share, of the Company (the "Stock") on (i) the third anniversary of the Date of Grant or (ii) such earlier date as payment may be due under this agreement (together with Appendix A, Appendix B and any applicable country-specific terms and provisions set forth in the addendum and the attachments to the addendum (collectively, the "Addendum"), the "Agreement"), provided that the conditions precedent to such payment have been satisfied and provided that no termination of employment or service has occurred prior to the Vesting Date (unless otherwise provided in the Plan or this Agreement).

Grantee: #ParticipantName#

Total Number of Stock
Units Awarded: #QuantityGranted#

Date of Grant: #GrantDate#

Vesting Event/Settlement Schedule: The Vesting Event/Settlement Schedule is set forth in Appendix A to this Agreement

Capitalized terms used and not defined herein shall have the respective meanings assigned to such terms in the Plan.

The terms of the Award are as follows:

2. Every notice relating to this Agreement shall be in writing and shall be effective when received or with date of posting if by registered mail with return receipt requested, postage prepaid. All notices to the Company shall be addressed to the Company as indicated in Section 26 of the Plan. Notices to Grantee shall be addressed and delivered as provided in Section 26 of the Plan. Either party, by notice to the other, may designate a different address to which notices shall be sent. Any notice by the Company to Grantee at his or her last designated address shall be effective to bind Grantee and any other person who acquires rights or a claim thereto under this Agreement.

3. Grantee's right to any payment under this Award may not be assigned, transferred (other than by will or the laws of descent and distribution), pledged or sold.

4. Except as otherwise provided under the terms of the Plan or this Agreement, including in paragraphs 5, 6, 7 and 8 of this Agreement, all Restricted Stock Units awarded under this Agreement will be forfeited and all rights of

Grantee with respect to such Units will terminate without any payment by the Company upon termination of employment or service by Grantee or by the Employer prior to the Vesting Date.

For purposes of this Award, termination of employment or service (for any reason whatsoever and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any) is deemed to occur effective as of the date that Grantee is no longer actively employed or providing services to the Employer and will not be extended by any notice period (e.g., Grantee's period of employment or service with the Employer or any other subsidiary would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any). The Company shall have the sole discretion to determine when Grantee is no longer actively employed or providing services to the Employer for purposes of the Award (including whether Grantee may still be considered to be providing such services while on a leave of absence).

5. In the event of Grantee's termination of employment or service due to Grantee's death prior to the earlier of a Change in Control or the Vesting Date, a pro rata portion of the Total Number of Stock Units Awarded will become vested, with such pro-ration determined by multiplying the Total Number of Stock Units Awarded, by a fraction, the numerator of which is the number of months that the Grantee was employed by or providing service to the Employer from the Date of Grant to the month in which the termination of employment or service occurs (employment on the first day of the month counts as a full month) and the denominator of which is 36, rounded up to the next Restricted Stock Unit. The Restricted Stock Units that become vested pursuant to this paragraph 5 shall be converted into shares of Stock at such time as provided in paragraph 9 and Appendix A.

6. In the event of Grantee's termination of employment or service by the Employer due to Disability (as defined in Appendix B to this Agreement) prior to the earlier of a Change in Control or the Vesting Date, a pro rata portion of the Total Number of Stock Units Awarded will become vested, with such pro-ration determined by multiplying the Total Number of Stock Units Awarded, by a fraction, the numerator of which is the number of months that the Grantee was employed by or providing service to the Employer from the Date of Grant to the month in which the termination of employment or service occurs (employment on the first day of the month counts as a full month) and the denominator of which is 36, rounded up to the next Restricted Stock Unit. The Restricted Stock Units that become vested pursuant to this paragraph 6 shall be converted into shares of Stock at such time as provided in paragraph 9 and Appendix A. Notwithstanding any other provision of the Plan or this Agreement to the contrary, including Section 28(t) of the Plan, "Disability" shall be defined pursuant to Title 42 USC § 12102, as provided in Appendix B to this Agreement.

7. In the event of Grantee's termination of employment or service prior to the date of a Change in Control or the Vesting Date either (i) involuntarily by the Employer other than for Cause, or (ii) by Grantee for Good Reason, a pro rata portion of the Total Number of Stock Units Awarded will become vested, with such pro-ration determined by multiplying the Total Number of Stock Units Awarded, by a fraction, the numerator of which is the number of months that the Grantee was employed by or providing service to the Employer from the Date of Grant to the month in which the termination of employment or service occurs (employment on the first day of the month counts as a full month) and the denominator of which is 36, rounded up to the next Restricted Stock Unit. The Restricted Stock Units that become vested pursuant to this paragraph 7 shall be converted into shares of Stock at such time as provided in paragraph 9 and Appendix A. For purposes of this Agreement, a "Change in Control" shall be as defined in the Plan, except that (i) a Change in Control shall only be deemed to have occurred if such Change in Control constitutes a change in control in the ownership or effective control of the Company, or in a substantial portion of the assets of the Company, within the meaning of Section 409A of the Code and its corresponding regulations and (ii) a Change in

Control shall not be deemed to occur if such results from Grantee's beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of Stock or Voting Securities.

8. In the event of Grantee's termination of employment or service within two years following the date of a Change in Control, but prior to the Vesting Date, either (i) involuntarily by the Employer other than for Cause, or (ii) by Grantee for Good Reason, the Total Number of Stock Units Awarded as of the date of Grantee's termination of employment or service will become vested in accordance with the rules under Section 15(b) of the Plan. For purposes of this paragraph 8, a termination of Grantee's employment or service by the Employer within two years following the date of a Change in Control on account of Disability or death shall be treated as a termination pursuant to clause (i) of this paragraph 8. The Restricted Stock Units that become vested pursuant to this paragraph 8 shall be converted into shares of Stock at such time as provided in paragraph 9 and Appendix A.

9. The payment that may become due hereunder following the vesting of the Restricted Stock Units shall be made only in shares of Stock, unless otherwise provided in this Agreement. Except as otherwise provided in paragraph 19, such shares will be issued to Grantee at such times as set forth in Appendix A.

10. Any dispute or disagreement arising under or as a result of this Agreement, shall be determined by the Committee (or, as to the provisions contained in paragraph 11 hereof, by the Company), or its designee, in its sole discretion and any such determination and interpretation or other action taken by said Committee (or, as to the provisions contained in paragraph 11 hereof, by the Company), or its designee, pursuant to the provisions of the Plan shall be binding and conclusive for all purposes whatsoever.

11. The greatest assets of Unisys¹ are its employees, technology and customers. In recognition of the increased risk of unfairly losing any of these assets to its competitors, Unisys has adopted the following policy. By accepting this Award, Grantee agrees that:

11.1 Except as illegal or unenforceable under applicable law, during employment and for twelve months after leaving Unisys, Grantee will not: (a) directly or indirectly solicit or attempt to influence any employee of Unisys to terminate his or her employment with Unisys, except as directed by Unisys; (b) directly or indirectly solicit or divert to any competing business any customer or prospective customer to which Grantee was assigned at any time during the eighteen months prior to leaving Unisys; or (c) perform services for any Unisys customer or prospective customer, of the type Grantee provided while employed by Unisys for any Unisys customer or prospective customer for which Grantee worked at any time during the eighteen months prior to leaving Unisys.

11.2 Grantee previously signed the Unisys Employee Proprietary Information, Invention and Non-Competition Agreement in which he or she agreed not to disclose, transfer, retain or copy any confidential or proprietary information during or after the term of Grantee's employment, and Grantee acknowledges his or her continuing obligations under that agreement. Grantee shall be bound by the terms of the Employee Proprietary Information, Invention and Non-Competition Agreement and the restrictions set out in this paragraph 11 of this Agreement vis-à-vis the Company or the Employer, as applicable, and all restrictions and limitations set out in these agreements are in addition to and not in substitution of any other restrictive covenants (similar or otherwise) that Grantee might be bound by vis-à-vis the Company or the Employer, as applicable, by virtue of his or her contract of employment or other agreements executed between Grantee and the Company or the Employer, as applicable, which restrictive covenants shall remain in full force and continue to apply, notwithstanding any provisions to the contrary in this Agreement and/or the Employee Proprietary Information, Invention and Non-Competition Agreement. Grantee is hereby notified that, pursuant to Title 18 USC § 1833(b), he or she may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a

¹ For purposes of this paragraph 11, the term "Unisys" shall include the Company and all of its subsidiaries.

suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, Grantee is notified that he or she may disclose a trade secret to his or her attorney and use the trade secret information in a lawsuit alleging retaliation based on the reporting of a suspected violation of law, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

11.3 Grantee agrees that Unisys shall be entitled to preliminary and permanent injunctive relief, without the necessity of proving actual damages, in the event of a breach of any of the covenants contained in this paragraph 11.

11.4 Grantee agrees that Unisys may assign the right to enforce the non-solicitation and non-competition obligations of Grantee described in paragraph 11.1 to its successors and assigns without any further consent from Grantee.

11.5 The provisions contained in this paragraph 11 shall survive after Grantee's termination of employment or service and may not be modified or amended except by a writing executed by Grantee and the Chairman of the Board of the Company.

12. In accepting the Award, Grantee acknowledges, understands and agrees that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Board at any time, to the extent permitted by the Plan; (ii) the grant of the Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of restricted stock units, or benefits in lieu of restricted stock units even if restricted stock units have been granted in the past; (iii) all decisions with respect to future awards of restricted stock units, if any, will be at the sole discretion of the Committee or its designee; (iv) the grant of the Award and Grantee's participation in the Plan shall not create a right to employment with the Company or the Employer, and shall not interfere with the ability of the Employer to terminate Grantee's employment or service relationship (if any) at any time; (v) Grantee's participation in the Plan is voluntary; (vi) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Company, the Employer or any other subsidiary, and are outside the scope of Grantee's employment or service contract, if any; (vii) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation; (viii) the Award and the shares of Stock acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, holiday pay, bonuses, long-service awards, pension, retirement or welfare benefits or similar mandatory payments; (ix) unless otherwise agreed with the Company, the Award and the shares of Stock subject to the Award, and the income from and value of same, are not granted as consideration for, or in connection with, the service Grantee may provide as a director of any subsidiary; (x) the future value of the underlying shares of Stock is unknown, indeterminable, and cannot be predicted with certainty; (xi) if Grantee accepts the Award and obtains shares of Stock, the value of those shares of Stock acquired upon vesting may increase or decrease in value; (xii) no claim or entitlement to compensation shall arise from forfeiture of the Award resulting from Grantee's termination of employment or service (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where Grantee is employed or providing services to the Employer or the terms of Grantee's employment or service contract, if any); (xiii) the Award and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability involving the Company and unless otherwise provided in the Plan or by the Company in its sole discretion, the Award and the benefits evidenced by this Agreement do not create any entitlement to have the Award or any such benefits transferred to, or assumed by, another company or be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; (xiv) if Grantee is employed or providing services outside the United States of America, neither the

Company, the Employer nor any other subsidiary shall be liable for any foreign exchange rate fluctuation between Grantee's local currency and the United States Dollar that may affect the value of the Award or of any amounts due to Grantee pursuant to the settlement of the Award or the subsequent sale of any shares of Stock acquired upon settlement; and (xv) in the event the Company is required to prepare an accounting restatement, the Award, the shares of Stock subject to the Award and proceeds from a sale of such shares may be subject to forfeiture or recoupment, to the extent required from time to time by applicable law or by a policy adopted by the Company, but provided such forfeiture or recoupment is permitted under applicable law.

13. Grantee acknowledges that neither the Company nor the Employer (or any other subsidiary) is providing any tax, legal or financial advice, nor is the Company or the Employer (or any other subsidiary) making any recommendations regarding Grantee's participation in the Plan or Grantee's acquisition or sale of the underlying shares of Stock. Grantee should consult with his or her own personal tax, legal and financial advisors regarding Grantee's participation in the Plan before taking any action related to the Plan.

14. Regardless of any action the Company or the Employer takes with respect to any or all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Grantee's participation in the Plan and legally applicable to him or her ("Tax-Related Items"), Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains Grantee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. Grantee further acknowledges that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting or settlement of the Award, the issuance of shares of Stock upon settlement of the Award, the subsequent sale of the shares of Stock acquired pursuant to such issuance and the receipt of any dividends or other distributions; and (b) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Award to reduce or eliminate Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if Grantee is subject to tax in more than one jurisdiction, Grantee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, Grantee will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Grantee authorizes the Company and/or the Employer, or their respective agents, at their sole discretion, to satisfy their withholding obligations with regard to all Tax-Related Items by means of one or a combination of the following: (1) withholding from Grantee's wages or other cash compensation paid to Grantee by the Company and/or the Employer; (2) withholding from proceeds of the sale of shares of Stock acquired upon vesting or settlement of the Award either through a voluntary sale or through a mandatory sale arranged by the Company (on Grantee's behalf pursuant to this authorization without further consent); or (3) withholding in shares of Stock to be issued upon vesting or settlement of the Award. Notwithstanding the foregoing, if Grantee is a Section 16 officer of the Company under the Exchange Act, then the Company will withhold by means of mandatory withholding of shares in Stock to be issued upon settlement of the Award, unless either (i) the use of such withholding method is problematic under applicable tax or securities law or has materially adverse accounting consequences or (ii) the result of the vesting of the Award, in which case the Company shall use one of the other methods described above under (1) and (2) to satisfy the Company's and/or Employer's withholding obligation.

The Company and/or the Employer may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including the maximum rate applicable in Grantee's jurisdiction. If Tax-Related Items are withheld in excess of Grantee's actual tax liability, Grantee may receive a refund of any over-withheld amount in cash and will have no entitlement to the Stock equivalent. If Grantee does not receive a refund of any over-withheld amount from the Company or the Employer, Grantee may seek a refund from the local tax authorities. If the obligation for Tax-Related Items is satisfied by withholding in shares of

Stock, for tax purposes Grantee is deemed to have been issued the full number of shares of Stock subject to the Award, notwithstanding that a number of the shares of Stock is held back solely for the purpose of paying the Tax-Related Items.

Finally, within ninety (90) days of any tax liability arising, Grantee shall pay to the Company and/or the Employer any amount of Tax-Related Items that the Company and/or the Employer may be required to withhold or account for as a result of Grantee's participation in the Plan or Grantee's receipt of shares of Stock that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares of Stock or proceeds of the sale of shares of Stock in settlement of the vested Award if Grantee fails to comply with his or her obligations in connection with the Tax-Related Items.

15. Grantee is hereby notified of the collection, use and transfer, in electronic or other form, of Grantee's personal data (and that of persons closely associated with Grantee) as described in this Agreement, any other Award grant materials and the Company's [EU Data Protection Notice for Employees](#). Such personal data may be collected, used and transferred by and among, as applicable, the Company, the Employer, any other subsidiary and any third parties assisting (presently or in the future) with the implementation, administration and management of the Plan, such as Fidelity Stock Plan Services, LLC ("Fidelity") or its successor for the exclusive purpose of implementing, administering and managing Grantee's participation in the Plan. The Company primarily relies on contractual grounds as the basis for the processing and transfer of the data, and additionally may need to rely on other legal grounds namely (i) the performance of this Agreement between the Company and the Grantee, and /or, (ii) legitimate interest to implement, administer and manage the Plan. Where required under applicable law, personal data also may be disclosed to certain securities or other regulatory authorities where the Company's shares are listed or traded or regulatory filings are made, or to certain tax authorities for compliance with the Company's, the Employer's and/or the Grantee's tax obligations. Grantee understands that the collection, use and transfer of his or her personal data (or that of persons closely associated with Grantee) is mandatory for compliance with applicable law and necessary for the performance of the Plan and that Grantee's refusal to provide such personal data would make it impossible for the Company to perform its contractual obligations and may affect Grantee's ability to participate in the Plan.

16. If one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provision shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Agreement to be construed so as to foster the intent of this Agreement and the Plan.

17. Grantee acknowledges that he or she is proficient in the English language, or has consulted with an advisor who is sufficiently proficient in the English language so as to enable Grantee to understand the provisions of this Agreement and the Plan. If Grantee has received this Agreement or any other document related to the Award and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

18. Subject to paragraph 2 above, the Company may, in its sole discretion, decide to deliver or receive any documents related to Grantee's current and future participation in the Plan by electronic means. Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

19. This Agreement is intended to comply in form and operation with Section 409A of the Code, and any ambiguities herein will be interpreted to so comply. Notwithstanding anything to the contrary in this Agreement, (i) if

Grantee is a "specified employee" within the meaning of Section 409A of the Code and the settlement event is the Grantee's termination of employment or service, the delivery of such shares of Stock shall be made on the first business day of the seventh month following Grantee's termination of employment or service, (ii) for purposes of paragraphs 6, 7 and 8, termination of employment or service shall be limited to those circumstances that constitute a "separation from service" within the meaning of Section 409A of the Code, and (iii) except as provided in subparagraph 19(i) hereof, delivery of the shares of Stock subject to Grantee's Units will occur within sixty (60) days following the applicable distribution event under this Agreement, except as otherwise permitted under Section 409A of the Code in the case of Grantee's death. The Committee reserves the right, to the extent the Committee deems necessary or advisable in its sole discretion, to unilaterally amend or modify this Agreement as may be necessary to ensure that the Award is exempt from, or complies with, Section 409A of the Code, provided, however, that the Company makes no representation that this Agreement will be exempt from, or comply with, Section 409A of the Code and shall have no liability to Grantee or any other party if a payment under this Agreement that is intended to be exempt from, or compliant with, Section 409A of the Code is not so exempt or compliant or for any action taken by the Company with respect thereto.

20. The Award shall be subject to any special terms and provisions as set forth in the Addendum for Grantee's country, if any. Moreover, if Grantee relocates to another country during the life of the Award, the special terms and conditions for such country will apply to Grantee to the extent the Company determines in its sole discretion that the application of such terms and conditions is necessary or advisable for legal or administrative reasons.

21. This Agreement shall be governed by and construed under and in accordance with the laws of the Commonwealth of Pennsylvania in the United States of America, without giving effect to the conflict of laws provisions thereof, as provided in the Plan.

For purposes of any dispute, action or other proceeding that arises under or relates to this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the Commonwealth of Pennsylvania in the United States of America, and agree that such litigation shall be conducted only in the courts of Montgomery County in the Commonwealth of Pennsylvania in the United States of America, or the federal courts of the United States of America for the Eastern District of Pennsylvania, where this Award is made and/or to be performed, and no other courts.

22. The Company reserves the right to impose other requirements on Grantee's participation in the Plan, on the Award and/or on any shares of Stock acquired under the Plan, to the extent the Company determines in its sole discretion that it is necessary or advisable (including, but not limited to, legal or administrative reasons), and to require Grantee to sign and/or accept electronically, at the sole discretion of the Company, any additional agreements or undertakings that may be necessary to accomplish the foregoing as determined by the Company in its sole discretion.

23. Notwithstanding any other provision of the Plan or this Agreement to the contrary, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Stock, the Company shall not be required to deliver any shares of Stock issuable upon settlement of the Award prior to the completion of any registration or qualification of the shares of Stock under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its sole discretion, deem necessary or advisable. Grantee understands that the Company is under no obligation to register or qualify the shares of Stock with the SEC or any local, state, federal or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares of Stock. Further, Grantee agrees that the Committee or its designee shall have unilateral authority to amend the Plan and the

Agreement without Grantee's consent to the extent necessary to comply with securities or other laws applicable to issuance of shares of Stock.

24. Grantee acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by Grantee or any other grantee.

25. Depending on Grantee's country, the broker's country or the country in which shares of Stock are listed, Grantee may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including the United States, the United Kingdom, Grantee's country, Fidelity's country or any other stock plan service provider's country, which may affect Grantee's ability to directly or indirectly, for his or her self or a third party, accept, acquire, sell, attempt to sell or otherwise dispose of shares of Stock, rights to shares of Stock (e.g., Awards) or rights linked to the value of shares of Stock during such times as Grantee is considered to have "inside information" regarding the Company (as defined by the laws or regulations in applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Grantee placed before Grantee possessed inside information. Furthermore, Grantee could be prohibited from (i) disclosing the inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Grantee acknowledges that it is Grantee's responsibility to comply with any applicable restrictions, and Grantee should consult with Grantee's own personal legal and financial advisors on this matter before taking any action related to the Plan.

26. Grantee acknowledges that, depending on Grantee's country, Grantee may be subject to certain foreign asset and/or account reporting requirements which may affect his or her ability to acquire or hold shares of Stock under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of shares of Stock) in a brokerage or bank account outside Grantee's country. Grantee may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. Grantee also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to his or her country within a certain time after receipt. Grantee acknowledges that it is his or her responsibility to be compliant with such regulations, and Grantee should speak to his or her personal advisor on this matter.

27. To the extent applicable, all references to Grantee shall include Grantee's beneficiary in the case of Grantee's death during or after Grantee's termination of employment or service.

UNISYS CORPORATION

Peter A. Altabef
Chair and Chief Executive Officer

ONLINE ACCEPTANCE ACKNOWLEDGMENT:

I hereby **accept** my [YEAR] Restricted Stock Unit Award ("Award") granted to me in accordance with and subject to the terms of this agreement (together with Appendix A, Appendix B and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (collectively, the "Addendum"), the "Agreement") and the terms and restrictions of the Unisys Corporation 2019 Long-Term Incentive and Equity Compensation Plan. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2019 Long-Term Incentive and Equity Compensation Plan, and that I agree to be bound thereby and by the actions of the Compensation Committee and of the Board of Directors of Unisys Corporation with respect thereto. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am accepting my Award electronically and that such acceptance has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had accepted the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this acceptance is made knowingly.

OR

ONLINE REJECTION ACKNOWLEDGMENT:

I hereby **reject** my [YEAR] Restricted Stock Unit Award ("Award") granted to me in accordance with and subject to the terms of this agreement (together with Appendix A, Appendix B and any applicable country-specific terms and provisions set forth in the addendum and any attachments to the addendum (collectively, the "Addendum"), the "Agreement") and the terms and restrictions of the Unisys Corporation 2019 Long-Term Incentive and Equity Compensation Plan. I acknowledge that I have read and understand the terms of this Agreement, and that I am familiar with and understand the terms of the Unisys Corporation 2019 Long-Term Incentive and Equity Compensation Plan. I acknowledge that this Agreement and other Award materials were delivered or made available to me electronically and I hereby consent to the delivery of my Award materials, and any future materials relating to my Award, in such form. I also acknowledge that I am rejecting my Award electronically and that such rejection has the same force and effect as if I had signed and returned to Unisys Corporation a hard copy of the Agreement noting that I had rejected the Award. I acknowledge that I have been encouraged to discuss this matter with my financial, legal and tax advisors and that this rejection is made knowingly. I further acknowledge that by rejecting the Award, I will not be entitled to any payment or benefit in lieu of the Award.

UNISYS CORPORATION

**2019 Long-Term Incentive and Equity Compensation Plan
[YEAR] Restricted Stock Unit Agreement**

<u>Vesting Event</u>	<u>Settlement Schedule</u>
Employed by, or providing service to, the Employer on the Vesting Date	The Total Number of Stock Units Awarded, settled within 60 days following the third anniversary of the Date of Grant
Termination of employment or service with the Employer prior to the Vesting Date other than as provided in paragraphs 5, 6, 7 or 8 of the Agreement	No Restricted Stock Units are payable to the Grantee
Termination of employment or service with the Employer prior to the Vesting Date or the date of a Change in Control, on account of death as provided in paragraph 5	Pro rata portion of the Total Number of Stock Units Awarded settled within 60 days following the date of death
Termination of employment or service with the Employer prior to the Vesting Date or the date of a Change in Control, on account of Disability as provided in paragraph 6	Pro rata portion of Total Number of Stock Units Awarded settled within 60 days following the earlier of (i) the third anniversary of the Date of Grant or (ii) Change in Control
Termination of employment or service with the Employer prior to the Vesting Date or the date of a Change in Control on account of either (i) involuntarily by the Employer, other than for Cause, or (ii) by Grantee for Good Reason as provided in paragraph 7	Pro rata portion of the Total Number of Stock Units Awarded as of the date of termination of employment or service, settled within 60 days following the earlier of (i) the third anniversary of the Date of Grant or (ii) Change in Control
Termination of employment or service with the Employer prior to the Vesting Date, but within two years following a Change in Control on account of either (i) involuntarily by the Employer, other than for Cause (including on account of Disability or death), or (ii) by Grantee for Good Reason as provided in paragraph 8	The Total Number of Stock Units Awarded settled within 60 days following termination of employment or service, subject to any delay required under Subparagraph 19(i) of the Agreement

UNISYS CORPORATION

**The Unisys Corporation 2019 Long-Term Incentive and Equity Compensation Plan
Restricted Stock Unit Agreement**

Title 42 USC § 12102 – Definition of Disability:

(1) **DISABILITY.** The term “disability” means, with respect to an individual—

- (A) a physical or mental impairment that substantially limits one or more major life activities of such individual;
- (B) a record of such an impairment; or
- (C) being regarded as having such an impairment (as described in paragraph (3)).

(2) **MAJOR LIFE ACTIVITIES**

(A) In general

For purposes of paragraph (1), major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

(B) Major bodily functions

For purposes of paragraph (1), a major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

(3) **REGARDED AS HAVING SUCH AN IMPAIRMENT:** For purposes of paragraph (1)(C):

- (A) An individual meets the requirement of “being regarded as having such an impairment” if the individual establishes that he or she has been subjected to an action prohibited under this chapter because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.
- (B) Paragraph (1)(C) shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of six (6) months or less.

Exhibit 31.1

CERTIFICATION

I, Peter A. Altabef, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Unisys Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 6, 2021

	/s/ Peter A. Altabef
Name:	Peter A. Altabef
Title:	Chair and Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Michael M. Thomson, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Unisys Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 6, 2021

	/s/ Michael M. Thomson
Name:	Michael M. Thomson
Title:	Executive Vice President and Chief Financial Officer

Exhibit 32.1

CERTIFICATION OF PERIODIC REPORT

I, Peter A. Altabef, Chair and Chief Executive Officer of Unisys Corporation (the “Company”), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that:

- (1) the Quarterly Report on Form 10-Q of the Company for the quarterly period ended March 31, 2021 (the “Report”) fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 (15 U.S.C. 78m); and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 6, 2021

/s/ Peter A. Altabef

Peter A. Altabef
Chair and Chief Executive Officer

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 32.2

CERTIFICATION OF PERIODIC REPORT

I, Michael M. Thomson, Executive Vice President and Chief Financial Officer of Unisys Corporation (the “Company”), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that:

- (1) the Quarterly Report on Form 10-Q of the Company for the quarterly period ended March 31, 2021 (the “Report”) fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 (15 U.S.C. 78m); and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 6, 2021

/s/ Michael M. Thomson

Michael M. Thomson
Executive Vice President and Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.