

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

FORM 8-K

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

Date of Report (Date of Earliest Event Reported): March 16, 2020 (March 13, 2020)

UNISYS CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

1-8729
(Commission File Number)

38-0387840
(I.R.S. Employer
Identification No.)

**801 Lakeview Drive, Suite 100
Blue Bell, Pennsylvania 19422**
(Address of principal executive offices) (Zip Code)

(215) 986-4011
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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 is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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.

Item 2.01 Completion of Acquisition or Disposition of Assets.

As previously disclosed, on February 5, 2020, Unisys Corporation, a Delaware corporation (the “Company”), and Science Applications International Corporation, a Delaware corporation (“SAIC”), entered into an Asset Purchase Agreement (the “Asset Purchase Agreement”) pursuant to which SAIC agreed to acquire certain assets and liabilities of the Company’s business of providing certain products and services to federal government customers (the “Federal Business”). On March 13, 2020, the Company completed the disposition of the Federal Business for \$1.2 billion in cash, subject to a customary working capital adjustment (the “Transaction”).

The foregoing description of the Transaction does not purport to be complete and is qualified in its entirety by reference to the full text of the Asset Purchase Agreement, which was attached as Exhibit 2.1 to the Current Report on Form 8-K filed with the United States Securities and Exchange Commission on February 6, 2020, and the description of the terms and conditions of the Asset Purchase Agreement included therein under Item 1.01 of such Current Report. The full text of the Asset Purchase Agreement, and the description thereof, are incorporated herein by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Officer Appointment

Effective March 13, 2020, Eric Hutto, Senior Vice President of the Company and President of the Company’s Enterprise Solutions business, assumed the new title of President and Chief Operating Officer of the Company. Biographical information regarding Mr. Hutto was disclosed in Part III, Item 10 of the Company’s annual report on Form 10-K for the fiscal year ended December 31, 2019, which was filed with the Securities and Exchange Commission on February 28, 2020. Such biographical information regarding Mr. Hutto is incorporated herein by reference. Peter A. Altabel will continue as the Chairman and Chief Executive Officer of the Company.

Separation Agreement

In connection with the closing of the Transaction, on March 13, 2020, the Company entered into a separation agreement (the “Separation Agreement”) with Venkatapathi R. Puvvada (the “Executive”) that became effective upon the consummation of the Transaction. The Executive’s employment with the Company terminated effective as of the closing of the Transaction.

Under the Separation Agreement, the Executive will receive (i) the cash severance set forth in his Employment Agreement with the Company, dated February 6, 2015, consisting of two times salary and bonus (*i.e.*, the highest bonus payable with respect to performance years 2017-2019) in a cash lump sum, and (ii) accelerated vesting of the Executive’s outstanding unvested equity awards and long-term performance cash awards (with performance-based awards deemed earned at the target level of performance), with each element to be paid or settled, as applicable, within twenty days after the Executive’s execution and delivery of a general release of claims in favor of the Company. Under the Separation Agreement, the Executive acknowledged his ongoing obligations under the Company’s Employee Proprietary Information and Non-Competition Agreement as modified by the Separation Agreement, and he also agreed to certain non-competition and non-solicitation provisions for a period of eighteen months following the closing of the Transaction.

The foregoing description does not purport to be complete and is qualified in its entirety by reference to the terms of the Separation Agreement, which is attached as Exhibit 10.1 hereto and incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On March 16, 2020, the Company issued a press release announcing the completion of the Transaction. A copy of the press release is attached hereto as Exhibit 99.1.

Also on March 13, 2020, the Company issued a notice of full redemption to redeem all \$440.0 million in aggregate principal amount of its outstanding 10.750% Senior Secured Notes due 2022 (the “Notes”), which are governed by that certain Indenture, dated as of April 17, 2017, between the Company, as issuer, the guarantors named therein, and Wells Fargo Bank, National Association, as trustee and as collateral trustee. The redemption will occur on April 15, 2020 (the “Redemption Date”) and the redemption price will be equal to 105.375% of the aggregate principal amount of the Notes to be redeemed plus accrued but unpaid interest, if any, to, but not including, the Redemption Date.

The information contained in this Item 7.01, including the information set forth in the press release filed as Exhibit 99.1, is being “furnished” and shall not be deemed “filed” for the purposes of Section 18 of the Securities Exchange Act of

1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section. The information contained in this Item 7.01, including the information set forth in the press release filed as Exhibit 99.1, shall not be incorporated by reference into any registration statement or other documents pursuant to the Securities Act of 1933, as amended, or into any filing or other document pursuant to the Exchange Act except as otherwise expressly stated in any such filing.

Item 9.01 Financial Statements and Exhibits.

(b) *Pro Forma Financial Information*

The pro forma financial information required to be filed in response to this Item 9.01(b) with respect to the Transaction described in Item 2.01 herein will be filed by amendment to this Current Report on Form 8-K not later than four business days after the closing of the Transaction.

(d) *Exhibits*

Exhibit No.	Description
2.1	Asset Purchase Agreement, dated as of February 5, 2020, by and between Unisys Corporation, a Delaware corporation, and Science Applications International Corporation, a Delaware corporation (filed as Exhibit 2.1 to the Current Report on Form 8-K filed by Unisys Corporation with the Securities and Exchange Commission on February 6, 2020 and incorporated herein by reference).*
10.1	Separation Agreement, dated as of March 13, 2020, between Unisys Corporation, a Delaware corporation, and Venkatapathi R. Puvvada.
99.1	Press Release, dated March 16, 2020, issued by Unisys Corporation.

* Schedules and other similar attachments have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The registrant hereby undertakes to furnish supplementally copies of any of the omitted schedules and other similar attachments upon request by the Securities and Exchange Commission.

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
2.1	Asset Purchase Agreement, dated as of February 5, 2020, by and between Unisys Corporation, a Delaware corporation, and Science Applications International Corporation, a Delaware corporation (filed as Exhibit 2.1 to the Current Report on Form 8-K filed by Unisys Corporation with the Securities and Exchange Commission on February 6, 2020 and incorporated herein by reference).*
10.1	Separation Agreement, dated as of March 13, 2020, between Unisys Corporation, a Delaware corporation, and Venkatapathi R. Puvvada.
99.1	Press Release, dated March 16, 2020, issued by Unisys Corporation.

* Schedules and other similar attachments have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The registrant hereby undertakes to furnish supplementally copies of any of the omitted schedules and other similar attachments upon request by the Securities and Exchange Commission.

SIGNATURE

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 hereunto duly authorized.

Unisys Corporation

Date: March 16, 2020

By: /s/ Michael M. Thomson

Michael M. Thomson

Senior Vice President and Chief Financial Officer

March 13, 2020

Venkatapathi R. Puvvada
1163 Meadowlook Court
Reston, VA 20194

Dear Venkatapathi:

This letter agreement (this "Agreement") sets forth the payments you will receive and the obligations you will be subject to following the consummation of the transactions in the Asset Purchase Agreement by and between Unisys Corporation ("Unisys") and Science Applications International Corporation (the "Buyer"), dated February 5, 2020 (the "Purchase Agreement"), pursuant to which Buyer will acquire the assets and assume the liabilities relating to the Federal business (the "Business") from Unisys. This Agreement is contingent upon (x) your continued employment with Unisys, other than a termination by you for Good Reason (as defined in the Severance Agreement, defined below), or by Unisys without Cause (as defined in the Severance Agreement, defined below), through the consummation of the transactions in the Purchase Agreement (the "Closing" and the date of such Closing, the "Closing Date") and (y) the Closing occurring on or before December 31, 2020. In the event that (x) your employment with Unisys terminates for any reason other than a termination by you for Good Reason or by Unisys without Cause, prior to the Closing, (y) the Purchase Agreement is terminated per its terms or (z) the Closing does not occur on or before December 31, 2020, this Agreement will be void *ab initio* and will have no further force or effect and none of the parties will have any obligations hereunder.

1. Separation from Unisys upon Closing

Effective upon the Closing, your employment with Unisys will terminate. You agree that, effective as of the Closing, you will terminate from your position as Senior Vice President of Unisys and from all other positions you hold as a director, officer or employee of Unisys, or any parent, subsidiary or affiliate thereof. If any other documentation is necessary to properly effectuate your departure, you agree to cooperate reasonably and promptly in executing and delivering it at our request. Notwithstanding any termination of your employment with Unisys, Unisys will continue to indemnify and hold you harmless for any action or inaction by you while serving as an officer of Unisys in accordance with Unisys's governing documents.

2. Payments from Unisys upon Closing

Subject to the terms and conditions described herein, upon the Closing: (A) Unisys will pay you the two (2) times salary and bonus (i.e., the highest bonus payable with respect to performance years 2017-2019) cash severance amount set forth in Section 6(a)(i)(B) of your Employment Agreement with Unisys, dated February 6, 2015 (the "Employment Agreement") in a cash lump sum within twenty (20) days after your execution and delivery of the Release (as defined below), unless delay is required pursuant to Section 5 herein, and (B) your outstanding, unvested equity awards and unvested long-term performance

cash awards will vest in full (with performance-based awards deemed earned at the target level of performance) and be settled within twenty (20) days after your execution and delivery of the Release, unless delay is required pursuant to Section 5 herein. The payments and benefits in the immediately preceding sentence are conditioned on and subject to you executing and causing to become non-revocable a Release, as defined below, by the thirtieth (30th) day after the Closing Date and your compliance with all other terms and conditions of this Agreement and the Release. For purposes of this Agreement, “Release” shall be as defined in your Severance Agreement with Unisys, dated February 6, 2015 (the “Severance Agreement”), provided that the Release will be subject to Delaware law.

3. Restrictive Covenants after Closing

You hereby affirm that the covenants set forth in your Employee Proprietary Information, Invention and Non-Competition Agreement and the covenants set forth in Sections 5 (Conduct After Termination) and 7 (Cooperation) of your Severance Agreement will continue to apply following Closing in accordance with their terms, provided that (1) the customer non-solicitation covenant and non-competition covenant, in Sections 6(b) and 6(c) of your Employee Proprietary Information, Invention and Non-Competition Agreement, respectively, will not apply and will be replaced with the customer non-solicitation and non-competition covenants set forth herein and (2) the restrictive covenants in Section 5(a) of your Severance Agreement will apply for eighteen (18) months (instead of twelve (12) months) following the Closing Date; provided, however, that Section 5(a)(ii) of your Severance Agreement will not prohibit you from inducing or attempting to induce any employee set forth on Annex A attached hereto to terminate employment with Unisys and become employed by the Buyer or any of its affiliates.

Additionally, for eighteen (18) months following the Closing Date, you agree that you will not directly or indirectly by way of an affiliate (without the prior written consent of Unisys): (x) hold a 5% or greater equity (including stock options whether or not exercisable), voting or profit participation interest in a Competitive Enterprise, as defined below, or (y) associate (including as a director, officer, employee, partner, consultant, agent or advisor) with a Competitive Enterprise and in connection your association engage, or directly or indirectly by way of an affiliate manage or supervise personnel engaged, in any activity that is substantially related to any activity in which you were engaged with or had direct or indirect supervisory responsibility with Unisys during the eighteen (18) months prior to the Closing Date.

Furthermore, for eighteen (18) months following the Closing Date, you will not, in any manner, directly or indirectly by way of an affiliate (without the prior written consent of the Unisys): (x) Solicit any Client, both as defined below, to transact business with a Competitive Enterprise or to reduce or refrain from doing any business with Unisys, (y) transact business with any Client that would cause you to be a Competitive Enterprise, or (z) knowingly interfere with or intentionally damage any relationship between Unisys and a Client.

For purposes of this Agreement, (1) “Competitive Enterprise” means, other than Buyer (solely while you are employed with Buyer), any business enterprise that either (x) engages in any activity that offers the same or substantially similar products or services as you are aware that Unisys offers, or that you know Unisys has taken material steps to prepare to offer, anywhere in which Unisys is then engaged or (y) to your knowledge holds a 25% or greater equity, voting or profit participation interest in any enterprise that engages in such a competitive activity, (2) “Client” means any client or prospective client of Unisys to whom you provided services, or for whom you transacted business, or to whom you became aware Unisys has taken material steps to prepare to offer services, provided that solely while you are employed with Buyer the term Client will not include any Client of the Business; if the Client is an agency, department or other operating unit of the U.S. Government, the term “Client” applies only to the program office for which

Unisys is or was, as applicable, performing work pursuant to such program or contract, and (3) “Solicit” means any direct or indirect communication of any kind, regardless of who initiates it, that in any way invites, advises, encourages or requests any person to take or refrain from taking any action.

In the event of a breach or threatened breach of this Section 3, you agree that Unisys will be entitled to injunctive relief in a court of appropriate jurisdiction to remedy any such breach or threatened breach, you acknowledging that damages would be inadequate and insufficient. In addition, in the event that you breach this Section 3, (1) Unisys’s obligation to make or provide any further payments or benefits under this Agreement will cease, (2) you will forfeit any outstanding and unexercised Unisys stock options, and (3) you will be obligated to repay to Unisys one-half of any amounts received under Section 2(A) of this Agreement (provided such breach takes place during the eighteen (18) month period following the Closing Date).

The terms and provisions of this Section 3 are intended to be separate and divisible provisions and if, for any reason, any one or more of them is held to be invalid or unenforceable, neither the validity nor the enforceability of any other provision of this Agreement will thereby be affected. The parties acknowledge that the potential restrictions on your future employment imposed by this Section 3 are reasonable in both duration and geographic scope and in all other respects. If it is determined by a court of competent jurisdiction in any state that any restriction in this Section 3 is excessive in duration or scope or is unreasonable or unenforceable under the laws of that state, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the law of that state.

4. No Other Separation Benefits from Unisys

You acknowledge and agree that, except as set forth herein and your entitlements under the Unisys Pension Plan, the Unisys Supplemental Executive Retirement Income Plan, the Unisys Savings Plan and the Unisys non-qualified deferred compensation plans, you are not entitled to any other payments or benefits from Unisys under this Agreement, the Employment Agreement, the Severance Agreement or otherwise in connection with the end of your employment with Unisys. In addition, you acknowledge and agree that, upon the Closing, each of the Employment Agreement and the Severance Agreement shall be terminated and will have no further force or effect, and none of the parties will have any obligations thereunder unless otherwise expressly set forth in this Agreement.

5. Section 409A of the Code

Section 14 of your Severance Agreement is hereby incorporated by reference as if set forth fully herein. If required by Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), the amounts payable to you under Section 2(a) of this Agreement may be delayed and paid in a Section 409A compliant manner. Notwithstanding the payment timing in Section 2 of this Agreement, if the thirty (30) day period during which the Release must become effective spans two (2) calendar years, payment will be made in the second (2nd) year.

6. Section 280G of the Code

In the event that any payments or benefits provided for under this Agreement or otherwise payable to you (1) constitute “parachute payments” within the meaning of Section 280G of the Code and (2) but for this Section 6, would be subject to the excise tax imposed by Section 4999 of the Code, then such payments and benefits will be delivered as to the lesser extent that would result in no portion of such payments and

benefits being subject to excise tax under Section 4999 of the Code; provided that, in making calculations hereunder, Accountants will value the non-competition covenants contained herein in good faith. Any determination required under this Section 6 will be made in writing by a nationally-recognized accounting firm selected by Unisys (the "Accountants"), whose determination will be conclusive and binding upon you and Unisys for all purposes. For purposes of making the calculations required by this Section 6, the Accountants may make reasonable assumptions and approximations and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. Unisys and you agree to furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this provision. Unisys will bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this provision.

7. Miscellaneous

This Agreement may not be amended except by a writing executed by the parties hereto. This letter will be governed by and construed in accordance with the laws of the State of Delaware, without reference to principles of conflicts of law.

You acknowledge that you have been advised to consult with, and have consulted with, an attorney of your choice before signing this Agreement. You further acknowledge that you have fully read this Agreement, understand its contents and agree to its terms and conditions of your own free will, knowingly and voluntarily, and without any duress or coercion.

Sections 8 (Employment Rights), 9 (Withholding of Taxes), 11 (Successors and Binding Agreement), 12 (Dispute Resolution), 13 (Notices), 17 (Miscellaneous) and 18 (Counterparts) of your Severance Agreement are hereby incorporated by reference as if set forth fully herein.

* * *

[Signature Page Follows]

If you agree that this Agreement correctly memorializes our understandings, please sign and return this Agreement, which will become a binding agreement on our receipt.

Unisys Corporation

Date: March 13, 2020

By: /s/ Michael M. Thomson

Name: Michael M. Thomson

Title: Senior Vice President and Chief
Financial Officer

Accepted and Agreed:

/s/ Venkatapathi R. Puvvada

Venkatapathi R. Puvvada

Date: March 13, 2020

Unisys Closes Sale of U.S. Federal Business to SAIC

\$1.2 billion transaction significantly strengthens company's balance sheet and cash flow profile, increases operational flexibility; company expects to use net proceeds largely to pay down debt and reduce pension obligations

Company promotes Eric Hutto to president and chief operating officer

BLUE BELL, Pa., March 16, 2020 – [Unisys Corporation](#) (NYSE: UIS) today announced the close of the sale of the company's U.S. Federal business to Science Applications International Corp. (NYSE: SAIC).

Net proceeds from the transaction, [which the company announced on February 6](#), are largely expected to be used to pay down debt and reduce pension obligations, thereby significantly improving Unisys' balance sheet and cash flow profile, U.S. pension funded status and overall financial flexibility. Related to this, the company also announced that it has issued a notice of redemption to redeem all \$440 million in aggregate principal amount of its outstanding 10.750% Senior Secured Notes due 2022. Pro forma for the transaction, the company's net leverage (inclusive of pension deficit) has been reduced from 4.3x 2019 Adj. EBITDA⁽¹⁾ pre-transaction to 2.4x on a pro forma basis.

"The transaction ushers in a more agile Unisys," said Unisys Chairman and CEO Peter Altabef. "The improved capital structure that comes from the sale of U.S. Federal positions Unisys with improved operational flexibility to better serve our clients and provides the potential for delivering increased value to shareholders."

Company Promotes Eric Hutto

In conjunction with the announcement of the transaction's close, Unisys also today announced the appointment of [Eric Hutto](#), senior vice president and president of the Enterprise Solutions

business, as the company's president and chief operating officer. Enterprise Solutions and U.S. Federal were the company's two business units prior to the sale of U.S. Federal.

"Eric's business acumen, hard work and visionary leadership have all been on display since he joined the company in 2015," Altabef said. "Eric brings passion and a competitive will to win that is contagious among our associates, and he will help drive Unisys to continued success. I look forward to working closely with him in taking our company forward."

Non-GAAP and Other Information

Although appropriate under generally accepted accounting principles ("GAAP"), the company's results reflect revenue and charges that the company believes are not indicative of its ongoing operations and that can make its revenue, profitability and liquidity results difficult to compare to prior periods, anticipated future periods, or to its competitors' results. These items consist of certain portions of revenue, post-retirement, debt exchange and cost-reduction and other expenses. Management believes each of these items can distort the visibility of trends associated with the company's ongoing performance. Management also believes that the evaluation of the company's financial performance can be enhanced by use of supplemental presentation of its results that exclude the impact of these items in order to enhance consistency and comparativeness with prior or future period results. The following measures are often provided and utilized by the company's management, analysts, and investors to enhance comparability of year-over-year results, as well as to compare results to other companies in our industry.

⁽¹⁾**EBITDA & adjusted EBITDA** – Earnings before interest, taxes, depreciation and amortization ("EBITDA") is calculated by starting with net income (loss) attributable to Unisys Corporation common shareholders and adding or subtracting the following items: net income attributable to noncontrolling interests, interest expense (net of interest income), provision for income taxes, depreciation and amortization. Adjusted EBITDA further excludes certain revenue and related profit relating to reimbursements from the company's check-processing JV partners for restructuring expenses included as part of the company's restructuring program, post-retirement, debt exchange, and cost-reduction and other expenses, non-cash share-based expense, and other (income) expense adjustments. In order to provide investors with additional understanding of the company's operating results, these charges are excluded from the

adjusted EBITDA calculation. Pro forma adjusted EBITDA excludes Adjusted EBITDA for U.S. Federal business for the full year 2019.

About Unisys

Unisys is a global information technology company that builds high-performance, security-centric solutions for the most demanding businesses and governments. Unisys offerings include security software and services; digital transformation and workplace services; industry applications and services; and innovative software operating environments for high-intensity enterprise computing. For more information on how Unisys builds better outcomes securely for its clients across the government, commercial and financial services markets, visit www.unisys.com.

Follow Unisys on [Twitter](#) and [LinkedIn](#).

Forward-Looking Statements

Any statements contained in this release are not historical facts, including those regarding future performance, are forward-looking statements under the Private Securities Litigation Reform Act of 1995. These forward-looking statements are based on current expectations, assumptions, anticipated events or trend, beliefs relating to matters that are not historical in nature and involve risks and uncertainties that could cause actual results to differ from expectations, all of which are difficult to predict and many of which are beyond the control of the company. Actual results may differ materially from the company's current expectations depending upon a number of factors affecting the company's business and risks associated with the transaction. These factors include, among others: the ability of the company to achieve the intended benefits of the transaction (including, without limitation, risks related to the ability of the company to repay certain indebtedness and reduce pension obligations following the closing of the transaction); the risk related to the change of the company's business structure and a decrease in the size of the company following the closing of the transaction; the risk related to the company's ability to operate its business as a going-concern following the closing of the transaction; the company's ability to continue revenue growth and margin expansion in its services business; the company's significant pension obligations and required cash contributions and requirements to make additional significant cash contributions to its defined benefit pension plans; the company's ability to access financing markets; a reduction in the company's credit rating; the company's ability to maintain its installed base and sell new solutions; the potential adverse effects of

aggressive competition in the information services and technology marketplace; cybersecurity breaches could result in significant costs and could harm the company's business and reputation; the company's ability to effectively anticipate and respond to volatility and rapid technological innovation in its industry; the company's ability to retain significant clients; the company's contracts may not be as profitable as expected or provide the expected level of revenues; the risks of doing business internationally when a significant portion of the company's revenue is derived from international operations; the business and financial risk in implementing future acquisitions or dispositions; the adverse effects of global economic conditions, acts of war, terrorism or 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; the company's ability to attract, motivate and retain experienced and knowledgeable personnel in key positions; a significant disruption in the company's IT systems could adversely affect its business and reputation; the company may face damage to its reputation or legal liability if its clients are not satisfied with the company's services or products; the performance and capabilities of third parties with whom the company has commercial relationships; an involuntary termination of the company's U.S. qualified defined benefit pension plans; the potential for intellectual property infringement claims to be asserted against the company or its clients; and the possibility that legal proceedings could affect the company's results of operations or cash flow or may adversely affect the company's business or reputation;. These risks and uncertainties are discussed in the company's reports filed with the SEC, including but not limited to the company's annual report on Form 10-K and in its subsequent reports on Form 10-Q and periodic reports on Form 8-K, and from time to time in the company's other investor communications. Except as expressly required by law, 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.

Contacts:

Investors: Courtney Holben, Unisys, 215-986-3379
courtney.holben@unisys.com

Media: John Clendening, Unisys, 214-403-1981
john.clendening@unisys.com

courtney.holben@unisys.com

Investors: Courtney Holben, Unisys, 215-986-3379
courtney.holben@unisys.com

Media: John Clendening, Unisys, 214-403-1981
john.clendening@unisys.com

courtney.holben@unisys.com

###

RELEASE NO.: 0316/9758

Unisys and other Unisys products and services mentioned herein, as well as their respective logos, are trademarks or registered trademarks of Unisys Corporation. Any other brand or product referenced herein is acknowledged to be a trademark or registered trademark of its respective holder.

UIS-C