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

SCHEDULE 13D
(Rule 13d-101)

**INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO
§ 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO § 240.13d-2(a)**

**Under the Securities Exchange Act of 1934
(Amendment No. 1)***

UNISYS CORPORATION
(Name of Issuer)

COMMON STOCK, \$0.01 par value
(Title of Class of Securities)

909214306
(CUSIP Number)

**Suma Shah
c/o JHL Capital Group LLC
900 North Michigan Avenue, Suite 1700
Chicago, IL 60611
(312) 628-7350**

with a copy to:

**Michael Kaplan, Esq.
Irell & Manella LLP
1800 Avenue of the Stars, Suite 900
Los Angeles, CA 90067
(310) 277-1010**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

November 23, 2015
(Date of Event which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

| | | |
|--|---|---|
| 1. | NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) | |
| | JHL Capital Group LLC | |
| 2. | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3. | SEC USE ONLY | |
| 4. | SOURCE OF FUNDS WC | |
| 5. | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6. | CITIZENSHIP OR PLACE OF ORGANIZATION Delaware, United States | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7. | Sole Voting Power: 0 Shares |
| | 8. | Shared Voting Power: 3,500,000 Shares |
| | 9. | Sole Dispositive Power: 0 Shares |
| | 10. | Shared Dispositive Power: 3,500,000 Shares |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,500,000 Shares | |
| 12. | CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> | |
| 13. | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 7.01% | |
| 14. | TYPE OF REPORTING PERSON IA | |

| | | |
|--|--|---|
| 1. | NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) | |
| | JHL Capital Group Master Fund L.P. | |
| 2. | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3. | SEC USE ONLY | |
| 4. | SOURCE OF FUNDS WC | |
| 5. | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6. | CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7. | Sole Voting Power: 0 Shares |
| | 8. | Shared Voting Power: 3,500,000 Shares |
| | 9. | Sole Dispositive Power: 0 Shares |
| | 10. | Shared Dispositive Power: 3,500,000 Shares |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,500,000 Shares | |
| 12. | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/> | |
| 13. | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 7.01% | |
| 14. | TYPE OF REPORTING PERSON PN | |

| | | |
|--|--|---|
| 1. | NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) | |
| | JHL Capital Group Master Fund GP Ltd. | |
| 2. | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3. | SEC USE ONLY | |
| 4. | SOURCE OF FUNDS WC | |
| 5. | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6. | CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7. | Sole Voting Power: 0 Shares |
| | 8. | Shared Voting Power: 0 Shares |
| | 9. | Sole Dispositive Power: 0 Shares |
| | 10. | Shared Dispositive Power: 0 Shares |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0 Shares | |
| 12. | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> | |
| 13. | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 0% | |
| 14. | TYPE OF REPORTING PERSON CO | |

| | | |
|--|--|---|
| 1. | NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) | |
| | JHL Capital Group L.P. | |
| 2. | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3. | SEC USE ONLY | |
| 4. | SOURCE OF FUNDS WC | |
| 5. | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6. | CITIZENSHIP OR PLACE OF ORGANIZATION Delaware | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7. | Sole Voting Power: 0 Shares |
| | 8. | Shared Voting Power: 0 Shares |
| | 9. | Sole Dispositive Power: 0 Shares |
| | 10. | Shared Dispositive Power: 0 Shares |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0 Shares | |
| 12. | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> | |
| 13. | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 0% | |
| 14. | TYPE OF REPORTING PERSON PN | |

| | | |
|--|--|---|
| 1. | NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) | |
| | James H. Litinsky | |
| 2. | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3. | SEC USE ONLY | |
| 4. | SOURCE OF FUNDS WC | |
| 5. | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/> | |
| 6. | CITIZENSHIP OR PLACE OF ORGANIZATION United States | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | 7. | Sole Voting Power: 0 Shares |
| | 8. | Shared Voting Power: 0 Shares |
| | 9. | Sole Dispositive Power: 0 Shares |
| | 10. | Shared Dispositive Power: 0 Shares |
| 11. | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0 Shares | |
| 12. | CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/> | |
| 13. | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 0% | |
| 14. | TYPE OF REPORTING PERSON IN | |

SCHEDULE 13D

EXPLANATORY NOTE

This Amendment No. 1 (this "Amendment") to the Schedule 13D filed on November 10, 2015 (the "Original Schedule 13D") is being filed to amend Item 4 (Purpose of Transaction), Item 6 (Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer), and Item 7 (Material to be Filed as Exhibits). This Amendment does not change any of the other information contained in the Original Schedule 13D.

ITEM 1. SECURITY AND ISSUER.

This statement on Schedule 13D (this "Schedule") relates to the Common Stock, par value \$0.01 per share (the "Common Stock"), of Unisys Corporation, a Delaware corporation (the "Issuer"). The principal executive offices of the Issuer are located at 801 Lakeview Drive, Suite 100, Blue Bell, Pennsylvania 19422.

ITEM 2. IDENTITY AND BACKGROUND.

(a), (f) This Schedule is filed jointly by the following entities and persons: (i) JHL Capital Group LLC, a Delaware limited liability company ("JHL Capital Group"); (ii) JHL Capital Group Master Fund L.P., a Cayman Islands limited partnership ("Master Fund"); (iii) JHL Capital Group Master Fund GP Ltd., a Cayman Islands exempted company ("Master Fund GP"); (iv) JHL Capital Group L.P., a Delaware limited partnership; and (v) James H. Litinsky, an individual and citizen of the United States ("Mr. Litinsky") and, together with JHL Capital Group, Master Fund, Master Fund GP and JHL Capital Group L.P., the "Reporting Persons".

(b) The address for JHL Capital Group, JHL Capital Group L.P. and Mr. Litinsky is 900 N. Michigan Avenue, Suite 1700, Chicago IL 60611. The address for the Master Fund and the Master Fund GP is P.O. Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands.

(c) This Schedule relates to Common Stock held for the account of certain private investment funds for which JHL Capital Group acts as investment adviser, including the Master Fund, the general partner of which is the Master Fund GP. JHL Capital Group L.P. is the 100% owner of JHL Capital Group. Mr. Litinsky holds an indirect controlling interest in JHL Capital Group L.P. and serves as the Chief Executive Officer of JHL Capital Group as well as Director of the Master Fund GP.

(d), (e) During the last five years, none of the Reporting Persons have (i) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

JHL Capital Group used working capital of the Master Fund to purchase the 3,500,000 shares of Common Stock reported herein. The total purchase price for such 3,500,000 shares of Common Stock was approximately \$67,709,677.

ITEM 4. PURPOSE OF TRANSACTION.

The Reporting Persons acquired the Common Stock in the belief that the Common Stock was undervalued and is an attractive investment.

The Reporting Persons have previously communicated with management through investor conference calls, investor presentations and individual conversations regarding the Issuer's results and prospects.

The Reporting Persons expect to engage in more extensive dialogue with management regarding, among other things, the Issuer's operations, potential acquisitions, strategic direction, capital structure and corporate governance. In addition, the Reporting Persons also expect to communicate with other persons regarding the Issuer, including, without limitation, the Board of Directors (the "Board") of the Issuer.

The Reporting Persons intend to review their investment in the Issuer on a continuing basis and may from time to time and at any time in the future depending on various factors, including, without limitation, the outcome of any discussions referenced above, the Issuer's financial position, operations, prospects, capital structure, strategic direction, actions taken by the Board, price levels of the Common Stock, other investment opportunities available to the Reporting Persons, conditions in the securities market and general economic and industry conditions, take such actions with respect to their respective investments in the Issuer as they deem appropriate, including, without limitation: (i) proposing measures which they believe would enhance shareholder value; (ii) acquiring additional Common Stock and/or other equity, debt, notes, other securities, or derivative or other instruments that are based upon or relate to the value of the Common Stock or the Issuer (collectively, "Securities") of the Issuer in the open market or otherwise; (iii) disposing of any or all of their Securities in the open market or otherwise; (iv) engaging in any hedging or similar transactions with respect to the Securities; or (v) proposing or considering one or more of the actions described in subsections (a) through (j) of Item 4 of Schedule 13D.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

(a)-(b) The Master Fund beneficially owns 3,500,000 shares of the Common Stock of the Issuer, which represents approximately 7.01% of the Issuer's outstanding Common Stock. The Master Fund GP is General Partner of the Master Fund. Accordingly, the Master Fund GP may be deemed to beneficially own the same number of shares of Common Stock reported herein by the Master Fund. JHL Capital Group is the investment manager for the Master Fund and has been granted investment discretion over the portfolio investments of the Master Fund, including the Common Stock held by it. JHL Capital Group is also the 100% owner of the Master Fund GP. Accordingly, JHL Capital Group may be deemed to be the beneficial owner of the shares of Common Stock reported herein by the Master Fund. JHL Capital Group L.P. is the 100% owner of JHL Capital Group. Mr. Litinsky holds a controlling interest in JHL Capital Group L.P. and serves as the Chief Executive Officer of JHL Capital Group, as well as Director of the Master Fund GP. Accordingly, JHL Capital Group L.P. and Mr. Litinsky may be deemed to beneficially own the same number of shares of Common Stock reported herein by the Master Fund. Notwithstanding the foregoing, the Master Fund GP, JHL Capital Group L.P. and Mr. Litinsky disclaim beneficial ownership of any securities covered by this Schedule.

The percentage calculated in the immediately foregoing paragraph is calculated based on a total of 49,933,715 shares of Common Stock outstanding as of September 30, 2015, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2015, filed with the Securities and Exchange Commission on October 23, 2015.

JHL Capital Group and the Master Fund share the power to vote or to direct the vote or to dispose or direct the disposition of the 3,500,000 shares of Common Stock held by the Master Fund.

(c) The Reporting Persons effected the following transactions in the Common Stock in open market transactions on the dates indicated, and such transactions are the only transactions in the Common Stock by the Reporting Persons since September 10, 2015:

| Purchase or Sale | Date | Number of Shares | Price per Share |
|-------------------------|-------------|-------------------------|------------------------|
| Purchase | 9/16/2015 | 17,737 | \$13.8424 |
| Purchase | 9/17/2015 | 32,263 | \$13.4537 |

(d) Except as set forth below, no person is known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of, the Common Stock beneficially owned by any of the Reporting Persons, other than the Reporting Persons themselves.

The partners of (or investors in) each of JHL Capital Group, the Master Fund, and the Master Fund GP have the right to participate in the receipt of dividends from, or proceeds from the sale of, the Common Stock beneficially owned in accordance with their respective partnership interests (or investment percentages) in such entities.

Under the definition of “beneficial ownership” in the Securities Exchange Act of 1934, as amended, it is possible that the individual members, managers and executive officers of the Reporting Persons might be deemed the “beneficial owners” of some or all of the shares of Common Stock insofar as they may be deemed to share the power to direct the voting or disposition of such shares. Neither the filing of this Schedule nor any of its contents shall be deemed to constitute an admission that any of such individuals is, for any purpose, the beneficial owner of any of such shares, and such beneficial ownership is expressly disclaimed.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

JHL Capital Group is the investment adviser to the Master Fund and Master Fund GP is the general partner of the Master Fund pursuant to an investment management agreement and a limited partnership agreement, respectively, providing to them the authority, among other things, to invest the funds of the Master Fund in Common Stock, to vote and dispose of Common Stock and to file this Statement on behalf of the Master Fund. Pursuant to its management agreement, JHL Capital Group is entitled to fees and allocations based on assets under management and realized and unrealized gains.

JHL Capital Group entered into a letter agreement, dated as of November 23, 2015 (the “Confidentiality Agreement”), with the Issuer. Pursuant to the Confidentiality Agreement, the Issuer may furnish or otherwise make available to JHL Capital Group certain confidential information in connection with the provision by JHL Capital Group of general advice and counsel to the Issuer. The Confidentiality Agreement includes a standstill provision that prohibits JHL Capital Group and its representatives and affiliates from (i) acquiring or offering to acquire, seeking, proposing or agreeing to acquire, beneficial ownership or constructive economic ownership (but not including any interests or rights set forth in Rule 16a-1(c)(1)-(5) or (7) under the Securities Exchange Act of 1934, as amended) of any securities or material assets of the Issuer, including rights or options to acquire such ownership; (ii) seeking or proposing to advise (other than as contemplated in the Confidentiality Agreement), influence, change or control the management, Board of Directors, governing instruments or policies or affairs of the Issuer or any of its affiliates, contacting any person relating to any of the matters set forth in the Confidentiality Agreement or seeking to influence, advise or direct the vote of any holder of voting securities of the Issuer or its affiliates; or (iii) making any public disclosure, or taking any action that could require the Issuer to make any public disclosure, with respect to any of the matters set forth in the Confidentiality Agreement, each as more fully described in the Confidentiality Agreement furnished as an exhibit hereto. The standstill provisions of the Confidentiality Agreement will expire on March 1, 2016 or such earlier date as provided in the Confidentiality Agreement. A copy of the Confidentiality Agreement is filed herewith as an exhibit and incorporated herein by reference, and any description herein of the Confidentiality Agreement is qualified in its entirety by reference to the Confidentiality Agreement furnished herewith.

Other than as reflected above, the Reporting Persons do not have any contracts, arrangements, understandings, or relationships with respect to the securities of the Issuer.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

| | |
|---------------------|----------------------------------|
| Exhibit 99.1 | Joint Filing Agreement |
| Exhibit 99.2 | Confidentiality Agreement |

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: November 24, 2015

JHL CAPITAL GROUP, LLC, a Delaware limited liability company

By: /s/ James H. Litinsky

Name: James H. Litinsky

Title: Chief Executive Officer

JHL CAPITAL GROUP MASTER FUND L.P., a Cayman Islands limited partnership

By: JHL CAPITAL GROUP MASTER FUND GP LTD., a Cayman Islands exempted company, its General Partner

By: /s/ James H. Litinsky

Name: James H. Litinsky

Title: Director

JHL CAPITAL GROUP MASTER FUND GP LTD., a Cayman Islands exempted company

By: /s/ James H. Litinsky

Name: James H. Litinsky

Title: Director

JHL CAPITAL GROUP L.P., a Delaware limited partnership

By: JHL CAPITAL GROUP GP LLC, a Delaware limited liability company, its General Partner

By: /s/ James H. Litinsky

Name: James H. Litinsky

Title: Authorized Signatory

/s/ James H. Litinsky

James H. Litinsky

EXHIBIT INDEX

| <u>EXHIBIT NO.</u> | <u>DESCRIPTION</u> |
|------------------------|----------------------------------|
| 99.1 | Joint Filing Agreement |
| 99.2 | Confidentiality Agreement |

JOINT FILING AGREEMENT

The undersigned hereby agree that the statement on Schedule 13D filed herewith signed by each of the undersigned shall be filed on behalf of each of the undersigned pursuant to and in accordance with the provisions of Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 24th day of November 2015.

JHL CAPITAL GROUP, LLC,
a Delaware limited liability company

By: /s/ James H. Litinsky
Name: James H. Litinsky
Title: Chief Executive Officer

JHL CAPITAL GROUP MASTER FUND L.P., a Cayman
Islands limited partnership

By: JHL CAPITAL GROUP MASTER FUND GP
LTD., a Cayman Islands exempted company,
its General Partner

By: /s/ James H. Litinsky
Name: James H. Litinsky
Title: Director

JHL CAPITAL GROUP MASTER FUND GP LTD., a Cayman
Islands exempted company

By: /s/ James H. Litinsky
Name: James H. Litinsky
Title: Director

JHL CAPITAL GROUP L.P., a Delaware limited partnership

By: JHL CAPITAL GROUP GP LLC, a Delaware
limited liability company, its General Partner

By: /s/ James H. Litinsky
Name: James H. Litinsky
Title: Authorized Signatory

/s/ James H. Litinsky
James H. Litinsky

CONFIDENTIALITY AGREEMENT

November 23, 2015

JHL Capital Group LLC
900 N. Michigan Avenue, Suite 1700
Chicago, IL 60611

Attention: James H. Litinsky

Ladies and Gentlemen:

You have requested certain information from Unisys Corporation (together with its affiliates, and including any successor thereto, the "Company") in connection with you providing general advice and counsel to the Company and not for any transaction between you and the Company (the "Purpose"). The Company is willing to furnish or otherwise make available such information to you as it so determines in consideration of your agreement to abide by the terms of this letter agreement (this "Agreement").

1. Confidentiality.

(a) You agree to keep confidential, and to use only for the Purpose, all information that the Company or any of its Representatives (as defined below) furnishes or otherwise makes available to you or your Representatives in any manner, or with which you or your Representatives may come into contact in the course of your provision of general advice and counsel, whether before or after the date of this Agreement, and whether oral, written, graphic or electronic (the "Confidential Information"); provided, however, that you may disclose Confidential Information (i) to those of your officers, directors, employees, accountants and legal counsel (such persons in their capacity as such, being generally referred to herein as "Representatives") who need to know such information for the Purpose, so long as you cause your Representatives to treat the Confidential Information in a confidential manner and in accordance with the terms hereof (it being understood that you will be responsible for any breach of the terms of this Agreement by any of your Representatives); (ii) to the extent that the Company so

consents in advance in writing; (iii) if you have received the written advice of your outside legal counsel that you are required to make such disclosure to avoid violating federal securities laws (it being understood that (A) the requirement to make such disclosure does not arise from a violation by you, your affiliates or your Representatives of the provisions of this Agreement, (B) you provide the Company, at least one business day prior to the such disclosure, prior written notice of the requirement and the text of the intended disclosure and (C) you shall seek to limit the intended disclosure to the extent and in the manner reasonably requested by the Company); and (iv) to the extent provided in Section 1(b). Notwithstanding the foregoing, the term "Confidential Information" does not include information that (A) is or becomes available to you on a non-confidential basis from a source other than the Company or its representatives, provided that such other source is not known by you after due inquiry to be bound by a confidentiality obligation to the Company or is otherwise prohibited from disclosing the information to you, (B) is or becomes generally available to the public (other than as a result of a violation by you or your Representatives of the provisions of this Agreement) or (C) is independently developed by you without use of or reference to any Confidential Information or violation of the provisions of this Agreement. Nothing herein, and no disclosure pursuant hereto, is intended or shall be deemed to vest in you any intellectual property rights whatsoever.

(b) In the event that you or any of your Representatives or affiliates are required to disclose any Confidential Information in connection with a judicial or administrative proceeding (by oral questions, interrogatories, requests for information or documents, subpoena, Civil Investigation Demand or similar process), you will provide the Company with prompt and, to the extent legally permissible, prior notice of such requirement(s). You also agree, to the extent legally permissible, to provide the Company, in advance of any such disclosure, with a list of any Confidential Information you (or such Representative or affiliates) intend to disclose (and, if applicable, the text of the disclosure language itself) and to cooperate with the Company to the extent the Company may seek to limit such disclosure, including, if requested, taking all reasonable steps to resist or avoid any such judicial or administrative proceedings referred to above at the Company's expense (including attorneys' fees). If and to the extent you or your Representatives or your respective affiliates are legally required as advised by legal counsel in writing to disclose Confidential Information to any tribunal to avoid censure or penalty, you will limit such disclosure to that which is legally required and will use reasonable efforts to obtain assurances that confidential treatment will be accorded to any Confidential Information that you are so required to disclose, and thereafter you may disclose such information without liability hereunder.

(c) Upon the request of the Company, you will (and you will cause your Representatives and affiliates to) promptly deliver to the Company or destroy, as requested by the Company, all copies of the Confidential Information, including any notes relating thereto, without retaining any copy thereof, including, to the extent practicable, expunging all such Confidential Information from any computer, word processor or other device containing such information. If requested by the Company, an

appropriate officer of yours will certify to the Company that all such material has been so delivered or destroyed. Notwithstanding the foregoing, (i) your legal department and/or outside legal counsel may keep one copy of the Confidential Information (in electronic or paper form) and, with respect to your Representatives who are accounting firms, such firms may keep one copy of the Confidential Information if required by *bona fide* policies and procedures implemented by such accounting firms in order to comply with applicable law, regulation, professional standards or reasonable business practice and (ii) you and your Representatives may retain Confidential Information to the extent it is “backed-up” on your or their (as the case may be) electronic information management and communications systems or servers, is not available to an end user and cannot be expunged without considerable effort, in each case, in strict confidence in accordance with the terms, and regardless of any termination, of this Agreement. Any and all duties and obligations existing under this Agreement shall remain in full force and effect, notwithstanding the delivery or destruction of the Confidential Information required by this Section 1(c).

(d) You promise and agree (and shall direct your Representatives) not to make or induce any other person to make derogatory or disparaging statements of any kind, oral or written, to any person or organization whatsoever regarding the Company, any of its products or practices, or any of its directors, officers, agents, or representatives or its or their affiliates; provided, however, that nothing in this Section 1(d) will limit your obligation to give truthful testimony or information to a court or governmental entity when required to do so by subpoena, court order, law or administrative regulation.

2. No Other Discussions or Arrangements. You represent that other than as disclosed to the Company in writing, neither you nor any of your Representatives nor any of your or their affiliates has entered into, directly or indirectly, any agreement, arrangement or understanding, or any discussions that might lead to an agreement, arrangement or understanding, with any person (other than with any of your Representatives) with respect to a possible transaction involving any assets or securities of the Company (an “acquisition transaction”). You agree that neither you nor any of your Representatives nor any of your or their affiliates will, without the prior written consent of the Company, directly or indirectly, contact any person, other than the Company and its representatives, with respect to an acquisition transaction, including the provision of financing with respect thereto, or enter into any agreement, arrangement or understanding, or any discussions that might lead to an agreement, arrangement or understanding, with any other person regarding an acquisition transaction, including the provision of financing with respect thereto.

3. Standstill. In consideration for being furnished with the Confidential Information, you agree that, unless the Company’s Board of Directors otherwise so specifically requests in writing in advance, you shall not, and shall cause your Representatives and affiliates acting at your direction or on your behalf not to (and you and they will not assist or form a group within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), act in concert or

participate with or encourage other persons to), directly or indirectly, (A) acquire or offer to acquire, seek, propose or agree to acquire, by means of a purchase, tender or exchange offer, business combination or in any other manner, beneficial ownership (within the meaning of Section 13(d)(1) of the Exchange Act) or constructive economic ownership, including through any security, contract right or derivative position the value of which to the “owner” changes in reference to a change in the value of any equity securities (or other securities derived from the value of any equity securities) of the Company, without regard to any hedge that may have been entered into with respect to such position, but not including any interests or rights set forth in Rule 16a-1(c)(1)-(5) or (7) under the Exchange Act, of any securities or material assets of the Company, including rights or options to acquire such ownership, (B) seek or propose to advise (other than in the case of the general advice and counsel you intend to provide to management confidentially pursuant to this Agreement), influence, change or control the management, Board of Directors, governing instruments or policies or affairs of the Company or any of its affiliates, including by means of a solicitation of proxies (as such terms are defined in Rule 14a-1 under the Exchange Act, disregarding Rule 14a-1(1)(2)(iv) thereunder), including any otherwise exempt solicitation pursuant to Rule 14a-2(b) under the Exchange Act), contacting any person relating to any of the matters set forth in this Agreement or seeking to influence, advise or direct the vote of any holder of voting securities of the Company or its affiliates or (C) make any public disclosure, or take any action that could require the Company to make any public disclosure, with respect to any of the matters set forth in this Agreement. Other than as disclosed in the Schedule 13D filed by you on November 10, 2015, you represent to the Company that you and your affiliates do not beneficially own (within the meaning of Section 13(d)(1) of the Exchange Act) or have constructive beneficial ownership (within the meaning of this Section 3) of any securities or material assets of the Company.

4. No Representations or Warranties. You understand and agree that neither the Company nor any of its representatives makes any representation or warranty, express or implied, on which you, your affiliates or your Representatives may rely as to the accuracy or completeness of the Confidential Information for your, your affiliates’ or your Representatives’ purposes. Neither the Company nor its affiliates or representatives shall have any liability whatsoever to you or any of your affiliates or Representatives, including in contract, tort or under federal or state securities laws, arising out of, relating to, or resulting from, the use of the Confidential Information or any errors therein or omissions therefrom.

5. No Obligation. It is understood and agreed that neither the Company nor you intends to be, or shall be, under any legal obligation of any kind whatsoever except for the matters specifically agreed to in this Agreement.

6. Equitable Relief. The Company, without prejudice to any rights to judicial relief it may otherwise have, shall be entitled to seek equitable relief, including injunction and/or specific performance, in the event of any breach or threatened breach of the provisions of this Agreement. You also agree that you will not seek and agree to

waive any requirement for the securing or posting of a bond in connection with the Company's seeking or obtaining such relief. You acknowledge that the Confidential Information is valuable and unique and that any disclosure thereof in breach of this Agreement may result in irreparable injury to the Company.

7. Compliance with Law.

(a) You hereby (i) confirm that you are aware and that your Representatives have been advised that the United States securities laws prohibit any person who has material non-public information ("MNPI") about a company from purchasing or selling securities of such company on the basis of such information or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person may purchase or sell such securities, (ii) acknowledge and confirm that the Confidential Information may include MNPI, (iii) represent that you have developed compliance procedures regarding the use of MNPI and (iv) agree to comply with all federal and state securities laws. Notwithstanding anything to the contrary in this Agreement, nothing herein shall be interpreted to mean that any information that is required to be disclosed pursuant to this Agreement, or that is disclosed, necessarily constitutes MNPI for purposes of federal or state securities laws.

(b) You hereby confirm that you, your affiliates and your Representatives will take any action necessary or appropriate to prevent the use by you and them of any Confidential Information in a way that violates any antitrust or other applicable law, including the federal securities laws.

8. Termination. Each party's obligations under Section 1(a)(iii)(B)-(C), Section 1(d), Section 2 and Section 3 of this Agreement expire on March 1, 2016 (the "Disclosure Date"). On the Disclosure Date, the Company shall disclose publicly any Confidential Information shared by the Company with you to the extent any such information, as of the Disclosure Date, constitutes, in the sole discretion of the Company, MNPI within the meaning of Regulation FD under the Securities Exchange Act of 1934, as amended (the "Undisclosed MNPI"). The Undisclosed MNPI shall be disclosed in either a Form 8-K, a press release or in such other manner that the Company reasonably determines results in public dissemination in compliance with Regulation FD. Notwithstanding anything to the contrary contained herein, if the Company prior to the Disclosure Date files a Form 8-K that contains the Undisclosed MNPI and designates such Form 8-K in writing to you as the "release Form 8-K", then after your receipt of such written designation, you shall be permitted to trade in the securities of the Company subject to your other obligations under this Agreement (including Section 3 and your obligation thereunder to not seek or propose to advise, change or control the management, Board of Directors, governing instruments, policies or affairs of the Company). The Company will promptly provide notice of such designation in connection with the filing of the release Form 8-K. Other than the obligations that expire on the Disclosure Date pursuant to this Section 8, each party's remaining obligations under this Agreement expire on December 31, 2016 (the "Termination Date"). Neither the

occurrence of the Disclosure Date nor the Termination Date shall relieve a party for any liability or damages to the other party hereto resulting from the breach of this Agreement prior to such dates, and the other party shall in no way be limited from enforcing their rights under the Agreement.

9. Miscellaneous.

(a) The term "person" as used in this Agreement shall be broadly interpreted to include the media and any corporation, company, group, partnership, joint venture, limited liability company, trust, governmental entity or individual. The term "affiliate" as used in this Agreement shall have the meaning ascribed to such term in Rule 12b-2 of the General Rules and Regulations under the Exchange Act. The term "including" and any variation thereof shall be deemed to be followed by the words "without limitation" except where the meaning clearly indicates otherwise.

(b) It is agreed that no failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege.

(c) It is understood and agreed that if any provision contained in this Agreement or the application thereof to you, the Company, or any other person or circumstance shall be invalid, illegal or unenforceable in any respect under any applicable law as determined by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions contained in this Agreement, or the application of such provision to such persons or circumstances other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. In the case of any such invalidity, illegality or unenforceability, a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and this Agreement.

(d) This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the conflict of laws principles thereof to the extent that such principles would direct a matter to another jurisdiction.

(e) Each party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement exclusively in the courts of the State of Delaware and the Federal courts of the United States of America located in the State of Delaware (the "Chosen Courts"), and solely in connection with claims arising under this Agreement (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party hereto and (iv) agrees that service of process upon such party in any such action or proceeding shall be effective if notice is

given in accordance with Section 9(f). Each party hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement. Each of the parties hereto agrees that a final judgment in any lawsuit, action or other proceeding arising out of or relating to this Agreement brought in the Chosen Courts shall be conclusive and binding upon each of the parties hereto and may be enforced in any other courts the jurisdiction of which each of the parties is or may be subject, by suit upon such judgment.

(f) Any notice hereunder shall be made in writing by overnight courier, personal delivery or email (if telephonically confirmed), in each case to:

If to the Company:

Unisys Corporation
801 Lakeview Drive, Suite 100
Blue Bell, Pennsylvania 19422
Attention: General Counsel
Telephone: (215) 986-4205
Email: gerald.kenney@unisys.com

If to you:

JHL Capital Group LLC
900 North Michigan Avenue, Suite 1700
Attention: James H. Litinsky
Telephone: (312) 628-7350
Email: jhl@jhlcapitalgroup.com

(g) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and verbal, between the parties with respect to the subject matter hereof.

(h) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any assignment of this Agreement by you without the prior written consent of the Company shall be void. The Company may assign this Agreement and/or the benefits hereunder to one or more purchasers of all or a portion of the capital stock or assets of the Company.

(i) This Agreement may only be amended by a separate writing signed by the Company and you expressly so amending this Agreement. Any provision of this Agreement may be waived by the party entitled to the benefit thereof, if in writing and signed by the party entitled to the benefit thereof.

(j) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

[The next page is the signature page]

If you are in agreement with the foregoing, please so indicate by signing and returning one copy of this Agreement, whereupon this Agreement will constitute our agreement with respect to the subject matter hereof.

Very truly yours,

Unisys Corporation

By /s/ Janet Haugen

Name: Janet Haugen

Title: Senior Vice President and Chief Financial Officer

CONFIRMED AND AGREED TO:

JHL Capital Group LLC

By /s/ James H. Litinsky

Name: James H. Litinsky

Title: Chief Executive Officer

Dated: November 23, 2015