

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

FORM 10-K

(Mark One)

- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2016
or
 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)

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

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

19422
(Zip Code)

Registrant's telephone number, including area code: (215) 986-4011
Securities registered pursuant to Section 12(b) of the Act:

Title of each class
Common Stock, par value \$.01

Name of each exchange on which registered
New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:
None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

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 and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

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

Large accelerated filer Accelerated filer
Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

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

Aggregate market value of the voting and non-voting common equity held by non-affiliates as of the last business day of the registrant's most recently completed second fiscal quarter: approximately \$361.8 million.

The amount shown is based on the closing price of Unisys Common Stock as reported on the New York Stock Exchange composite tape on June 30, 2016. Voting stock beneficially held by officers and directors is not included in the computation. However, Unisys Corporation has not determined that such individuals are "affiliates" within the meaning of Rule 405 under the Securities Act of 1933.

Number of shares of Unisys Common Stock, par value \$.01, outstanding as of January 31, 2017: 50,093,877

DOCUMENTS INCORPORATED BY REFERENCE

Portions of Unisys Corporation's Definitive Proxy Statement for the 2017 Annual Meeting of Stockholders are incorporated by reference into Part III hereof.

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Disclosure Regarding Forward-Looking Statements

In this Annual Report on Form 10-K, we have 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.

Factors that could affect our future results include, but are not limited to, the following:

- our ability to improve revenue and margins in our services business;
- our ability to maintain our installed base and sell new products in our technology business;
- our ability to effectively anticipate and respond to volatility and rapid technological innovation in our industry;
- our ability to access financing markets;
- our significant pension obligations and requirements to make significant cash contributions to our defined benefit pension plans;
- our ability to realize additional anticipated cost savings and successfully implement our cost reduction initiatives to drive efficiencies across all of our operations;
- our ability to retain significant clients;
- the potential adverse effects of aggressive competition in the information services and technology marketplace;
- cybersecurity breaches could result in significant costs and could harm our business and reputation;
- our ability to attract, motivate and retain experienced and knowledgeable personnel in key positions;
- the risks of doing business internationally when a significant portion of our revenue is derived from international operations;
- our contracts may not be as profitable as expected or provide the expected level of revenues;
- contracts with U.S. governmental agencies may subject us to audits, criminal penalties, sanctions and other expenses and fines;
- 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 performance and capabilities of third parties with whom we have commercial relationships;
- a termination of the company's U.S. defined benefit pension plan
- the adverse effects of global economic conditions, acts of war, terrorism or natural disasters;
- the potential for intellectual property infringement claims to be asserted against us or our clients;
- the possibility that pending litigation could affect our results of operations or cash flow; and
- the business and financial risk in implementing future dispositions or acquisitions.

Any forward-looking statement should be read in conjunction with our consolidated financial statements and the related notes included elsewhere in this Annual Report on Form 10-K. 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 in "Risk Factors" in Part I, Item 1A of this Form 10-K. Any forward-looking statement speaks only as of the date on which that statement is made. Unisys Corporation 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.

PART I

ITEM 1. BUSINESS

General

Unisys Corporation, a Delaware corporation ("Unisys," "we," "our," the "Company"), is a global information technology ("IT") company that specializes in providing industry-focused solutions integrated with leading-edge security to clients in the government, commercial and financial services markets. Our offerings include security solutions, advanced data analytics, cloud and infrastructure services, application services and application and server software.

We operate in two business segments – Services and Technology. Financial information concerning the two segments can be found in Note 15, "Segment information," of the Notes to Consolidated Financial Statements (Part II, Item 8 of this Form 10-K) (the "Notes to Consolidated Financial Statements").

Principal Products and Services

We market and deliver industry-specific solutions, horizontal services and technology products (software and hardware) worldwide to our primary target markets: government (comprising the U.S. federal government and other public sector organizations), commercial (focusing on travel and transportation and life sciences/healthcare) and financial services (including commercial and retail banking).

Our solutions are designed to enable clients to:

- Transform core business processes to compete more effectively in their market sector;
- Improve user engagement for customers and workers, streamline operations and enhance go-to-market efforts;
- Optimize IT infrastructure to meet digital-business requirements;
- Simplify management of IT infrastructure and service delivery; and
- Utilize advanced security capabilities.

Our industry-specific solutions enable clients to address key challenges in their market sectors — for example, we offer solutions for criminal investigation management and border security in government, travel and transportation and life sciences and healthcare in commercial markets, and commercial and retail banking in financial services.

Our principal services include cloud and infrastructure services, application services, and business process outsourcing services.

- In cloud and infrastructure services, we help clients apply cloud and as-a-service delivery models to capitalize on business opportunities, make their end users more productive, and manage and secure their IT infrastructure and operations more economically.
- In application services, we help clients transform their business processes by providing advanced solutions for select industries, developing and managing new leading-edge applications, offering advanced data analytics and modernizing existing enterprise applications.
- In business process outsourcing services, we assume management of critical processes and functions for clients in target industries, helping them improve performance and reduce costs.

In technology, we design and develop software, servers and related products to help clients reduce costs, improve security and flexibility, and improve the efficiency of their data center environments. As a pioneer in large-scale computing, we offer deep experience and rich technological capabilities in transaction-intensive, mission-critical environments. We provide a range of data center, infrastructure management and cloud computing offerings to help clients virtualize and automate their data-center environments. Technology offerings include ClearPath Forward™ software operating system, the Unisys Stealth® family of security software, industry-focused software such as Digital Investigator™, middleware and servers.

The following are some of our most prominent products:

- Unisys ClearPath Forward™ is a secure, scalable, hardware-independent software environment for high-volume enterprise computing. ClearPath Forward is available as an integrated operating environment or reference architecture to deliver Unisys security across multiple hardware platforms. In 2016 Unisys began offering hardware-independent versions of the ClearPath operating environment, providing a tested, integrated stack of software products that can run on an Intel x86 server of the client's choice.

- Unisys Stealth® software uses identity-based micro-segmentation techniques and encryption to protect data in data centers, the cloud and mobile infrastructures. Stealth creates segments within an organization where only authorized users can access information, while those without authorization cannot even see that those endpoints exist. Unisys Stealth consists of six distinct solutions: Stealth(core), Stealth(analytics), Stealth(aware), Stealth(cloud), Stealth(identity) and Stealth(mobile).
- Digital Investigator™ is a browser-based application for total information management that gives law enforcement and public safety organizations the ability to share information across platforms of new and legacy applications, both in and outside an agency, and to integrate and filter social media information from a vast array of sources. It also gives them the tools necessary to capture, analyze and investigate data seamlessly and collaboratively to help prevent and detect crimes, while enabling robust analytics and cost-effective configuration of reports and other documents.
- AirCore is a comprehensive Passenger Services Solutions suite of modular, web-based applications that enables airlines to reach customers across distribution channels including mobile, tablet and web. In doing so, airlines increase their agility in adapting to changing customer demands, while reducing cost.
- Unisys Retail Delivery is an integrated, multi-channel, retail banking system that enables banks to perform tasks ranging from processing transactions to enhancing customer service to supporting self-service transactions such as mobile banking. The system includes the Unisys Transaction Manager™ suite of tools, applications and third-party products.

We market our services and products primarily through a direct sales force. In certain foreign countries, we market primarily through distributors. Complementing our direct sales force, we make use of a select group of resellers and alliance partners to market our services and product portfolio.

Materials

Unisys purchases components and supplies from a number of suppliers around the world. For certain technology products, we rely on a single or limited number of suppliers, although we make every effort to assure that alternative sources are available if the need arises. The failure of our suppliers to deliver components and supplies in sufficient quantities and in a timely manner could adversely affect our business. For more information on the risks associated with purchasing components and supplies, see "Risk Factors" (Part I, Item 1A of this Form 10-K).

Patents, Trademarks and Licenses

As of January 31, 2017, Unisys owns over 827 active U.S. patents and over 90 active patents granted in 11 non-U.S. jurisdictions. These patents cover systems and methods related to a wide variety of technologies, including, but not limited to, information security, cloud computing, virtualization, database encryption/management and user interfaces. We have granted licenses covering both single patents, and particular groups of patents, to others. Likewise, we have active licensing agreements granting us rights under patents owned by other entities. However, our business is not materially dependent upon any single patent, patent license, or related group thereof.

Unisys also maintains 21 U.S. trademark and service mark registrations, and over 706 additional trademark and service mark registrations in over 99 non-U.S. jurisdictions as of January 31, 2017. These marks are valuable assets used on or in connection with our services and products, and as such are actively monitored, policed and protected by Unisys and its agents.

Seasonality

Our revenue is affected by such factors as the introduction of new services and products, the length of sales cycles and the seasonality of purchases. Seasonality has generally resulted in higher fourth quarter revenues than in other quarters.

Customers

No single client accounted for more than 10% of our revenue in the year ended December 31, 2016. Sales of commercial services and products to various agencies of the U.S. government represented approximately 20% of total consolidated revenue in 2016. For more information on the risks associated with contracting with governmental entities, see "Risk Factors" (Part I, Item 1A of this Form 10-K).

Backlog

In the Services segment, firm order backlog at December 31, 2016 was \$3.9 billion, compared to \$4.3 billion at December 31, 2015. Approximately \$1.7 billion (43%) of 2016 backlog is expected to be converted to revenue in 2017. Although we believe that this backlog is firm, we may, for commercial reasons, allow the orders to be cancelled, with or without penalty. In addition, funded government contracts included in this backlog are generally subject to termination, in whole or part, at the convenience

of the government or if funding becomes unavailable. In such cases, we are generally entitled to receive payment for work completed plus allowable termination or cancellation costs.

Because of the relatively short cycle between order and shipment in our Technology segment, we believe that backlog information for this segment is not material to the understanding of our business.

Competition

Our business is affected by rapid change in technology in the information services and technology industries and aggressive competition from many domestic and foreign companies. Principal competitors are systems integrators, consulting and other professional services firms, outsourcing providers, infrastructure services providers, computer hardware manufacturers and software providers. We compete primarily on the basis of service, product performance, technological innovation, and price. We believe that our continued focused investment in engineering and research and development, coupled with our sales and marketing capabilities, will have a favorable impact on our competitive position. For more information on the competitive risks we face, see “Risk Factors” (Part I, Item 1A of this Form 10-K).

Research and Development

Unisys-sponsored research and development costs were \$55.4 million in 2016, \$76.4 million in 2015, and \$68.8 million in 2014.

Environmental Matters

Our capital expenditures, earnings and competitive position have not been materially affected by compliance with federal, state and local laws regulating the protection of the environment. Capital expenditures for environmental control facilities are not expected to be material in 2017 and 2018.

Employees

At December 31, 2016, we employed approximately 21,000 employees serving clients around the world.

International and Domestic Operations

We serve clients around the world, including multinational clients with operations in several regions. For the year ended December 31, 2016, approximately one-half of our revenue was derived from the United States and Canada, and the remainder was derived from Europe, the Middle East and Africa; Asia and the Pacific region; and Latin America.

Financial information by geographic area is set forth in Note 15, “Segment information,” of the Notes to Consolidated Financial Statements. For more information on the risks of doing business internationally, see “Risk Factors” (Part I, Item 1A of this Form 10-K).

Available Information

Our Investor web site is located at www.unisys.com/investor. Through our web site, we make available, free of charge, our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as soon as reasonably practicable after this material is electronically filed with or furnished to the U.S. Securities and Exchange Commission (the “SEC”). We also make available on our web site our Guidelines on Significant Corporate Governance Issues, the charters of the Audit and Finance Committee, Compensation Committee, and Nominating and Corporate Governance Committee of our board of directors, and our Code of Ethics and Business Conduct. This information is also available in print to stockholders upon request. We do not intend for information on our web site to be part of this Annual Report on Form 10-K.

EXECUTIVE OFFICERS OF THE REGISTRANT

Information concerning the executive officers of Unisys as of February 15, 2017 is set forth below.

Name	Age	Position with Unisys
Peter A. Altabef	57	President and Chief Executive Officer
Tarek El-Sadany	53	Senior Vice President, Technology, and Chief Technology Officer
Eric Hutto	52	Senior Vice President and President, Enterprise Solutions
Gerald P. Kenney	65	Senior Vice President, General Counsel and Secretary
David A. Loeser	62	Senior Vice President, Worldwide Human Resources
Venkatapathi R. Puvvada	56	Senior Vice President; President, Federal Systems
Jeffrey E. Renzi	56	Senior Vice President and President, Global Sales
Ann S. Ruckstuhl	54	Senior Vice President, Chief Marketing Officer
Inder M. Singh	58	Senior Vice President, Chief Financial Officer
Andrew J. Stafford	52	Senior Vice President, Services and Delivery
Scott A. Battersby	58	Vice President and Treasurer
Michael M. Thomson	48	Vice President and Corporate Controller

There is no family relationship among any of the above-named executive officers. The By-Laws provide that the officers of Unisys shall be elected annually by the Board of Directors and that each officer shall hold office for a term of one year and until a successor is elected and qualified, or until the officer's earlier resignation or removal.

Mr. Altabef has been President and Chief Executive Officer and a member of the Board of Directors since 2015. Prior to joining Unisys, Mr. Altabef was the President and Chief Executive Officer, and a member of the board of directors, of MICROS Systems, Inc. from 2013 through 2014, when MICROS Systems, Inc. was acquired by Oracle Corporation. He previously served as President and Chief Executive Officer of Perot Systems Corporation from 2004 until 2009, when Perot Systems was acquired by Dell, Inc. Thereafter, Mr. Altabef served as President of Dell Services (a unit of Dell Inc.) until his departure in 2011. Mr. Altabef also serves on the President's National Security Telecommunications Advisory Committee, the Boards of the East West Institute and NiSource Inc., the Board of Advisors of Merit Energy Company, LLC and the Advisory Board of Petrus Trust Company, L.T.A. He previously served as Senior Advisor to 2M Companies, Inc. in 2012, and served as a director of Belo Corporation from 2011 through 2013. Mr. Altabef has been an officer since 2015.

Mr. El-Sadany has been Senior Vice President, Technology, and Chief Information Officer since 2015. Prior to joining Unisys, Mr. El-Sadany was Chief Operating Officer of Remedy Informatics, a provider of healthcare and life sciences predictive informatics solutions (2012-2014). Prior to Remedy, he served as Chairman and Chief Executive Officer of Egypt National Post and Chief Executive Officer of the Technology Innovation and Entrepreneurship Center of Egypt (2008-2012). Other positions held by Mr. El-Sadany include Senior Vice President of Development and Head of Operations at Iris Financial Solutions (2006-2008), Vice President of Global Product Support Services at Oracle Corporation (2003-2005), and Founder, Chief Executive Officer and Chief Technology Officer of DatAcme Corporation (2001-2003). Mr. El-Sadany has been an officer since 2015.

Mr. Hutto has been Senior Vice President and President, Enterprise Solutions since 2015, after joining Unisys earlier in that year as Vice President and General Manager, U.S. and Canada, Enterprise Solutions. Prior to joining Unisys, Mr. Hutto held senior leadership positions with Dell Services (a unit of Dell Inc.) (2006-2015), serving most recently as Global Vice President/General Manager, Infrastructure, Cloud and Consulting and Vice President/General Manager, Americas. Mr. Hutto has been an officer since 2015.

Mr. Kenney has been Senior Vice President, General Counsel and Secretary since 2013. Prior to joining Unisys, he had been with NEC Corporation of America, the North American subsidiary of global technology company NEC Corporation, since 1999, serving most recently as Senior Vice President, General Counsel and Corporate Secretary (2004-2013). Mr. Kenney has been an officer since 2013.

Mr. Loeser has been Senior Vice President, Worldwide Human Resources since 2013. Prior to joining Unisys, Mr. Loeser was Executive Vice President, Human Resources for Mitel, a global provider of business communications and collaboration software and services (2012-2013). Before Mitel, he held strategic management and human resources executive positions with several multinational companies including Hostess Foods, Celanese, Quaker State, PepsiCo, Continental Airlines, Chevron, and CompuCom. Mr. Loeser has been an officer since 2013.

Mr. Puvvada has been Senior Vice President and President, Federal Systems since 2015. Mr. Puvvada had been serving as acting President of Federal Systems since 2014. Prior to that time, he served as group Vice President for the Unisys federal civilian agency business since 2010. From 2005 to 2010, he was Managing Partner and Chief Technology Officer for Unisys Federal Systems. Previously, Mr. Puvvada held various management positions since joining Unisys in 1992. Mr. Puvvada has been an officer since 2015.

Mr. Renzi has been Senior Vice President and President, Global Sales since 2014. Prior to joining Unisys, Mr. Renzi was Senior Vice President, Sales & Marketing, at Arise Virtual Solutions (2012-2013). From 2009 to 2012, Mr. Renzi held key sales and service management roles at Dell Corporation. From 2003 to 2009, Mr. Renzi served as Executive Vice President, Global Sales and Marketing, Alliances & Procurement, at Perot Systems. Prior to Perot Systems, he held a variety of sales leadership and individual sales contributor roles at Electronic Data Systems from 1989 to 2003. Mr. Renzi has been an officer since 2014.

Ms. Ruckstuhl has been Senior Vice President and Chief Marketing Officer since December 2016. Prior to joining Unisys, she had been the Chief Marketing Officer at Soasta Inc., a digital performance management platform provider, from 2012 to 2016. Previously, Ms. Ruckstuhl was the Chief Marketing Officer at Live Ops (2012-2015), and head of marketing at Symantec's NortonLive Services (2009-2011). She has also held marketing leadership positions with several other technology companies including Optony, Inc., Zmanda, Inc., Sybase, Inc., and eBay, Inc. Ms. Ruckstuhl has been an officer since December 2016.

Mr. Singh has been Senior Vice President and Chief Financial Officer since November 2016. He joined Unisys as Senior Vice President, Chief Marketing and Strategy Officer in March 2016. Prior to joining Unisys, he had been a Managing Director focusing on the technology, media and telecommunications sectors at Sun Trust Robinson Humphreys, Inc. from 2014 to 2016. Previously, Mr. Singh served as Senior Vice President, Strategy and Finance for Comcast Corporation from 2012 to 2014 and as Vice President, Corporate Financial Strategy at Cisco Systems from 2009 to 2012. He has held other leadership roles at Cisco Systems, Lehman Brothers, Prudential Securities, Lucent Technologies, Inc., AT&T Corporation, and the American Express Company. Mr. Singh has been an officer since March 2016.

Mr. Stafford has been Senior Vice President, Services since April 2016. Prior to joining Unisys, Mr. Stafford was a Senior Managing Director at Accenture from 2012 to 2013, where he led the firm's Global Delivery Network for Technology. Previously at Accenture, he led the delivery centers in Asia Pacific from 2009 to 2012 and delivery teams globally from 2005 to 2009. Mr. Stafford has also served as the Chief Operating Officer, Procurement Services for Xchanging Group PLC, as Chief Technology Officer for Virgin.com (Virgin Group), as a Partner in Deloitte Consulting's technology practice and has held leadership positions at Computacenter PLC and Andersen Consulting. Mr. Stafford has been an officer since April 2016.

Mr. Battersby has been Vice President and Treasurer since 2000. Prior to that time, he served as Vice President of Corporate Strategy and Development (1998-2000) and Vice President and Assistant Treasurer (1996-1998). Mr. Battersby has been an officer since 2000.

Mr. Thomson has been Vice President and Corporate Controller since 2015. Prior to joining Unisys, Mr. Thomson served as Controller of Towers Watson from 2010 until 2015, and he previously held the same position at Towers Perrin from December 2007 until the consummation of the 2010 merger between Watson Wyatt and Towers Perrin. He also served as principal accounting officer of Towers Watson from 2012 until October 2015. Prior to that, Mr. Thomson worked for Towers Perrin as Director of Financial Systems from 2001 to 2004 and then Assistant Controller from 2004 to 2007. Prior to joining Towers Perrin, Mr. Thomson was with RCN Corporation, where he served as Director of Financial Reporting & Financial Systems from 1997 to 2001. Mr. Thomson has been an officer since 2015.

ITEM 1A. RISK FACTORS

Factors that could affect future results include the following:

Future results may be adversely impacted if the company is unable to improve revenue and margins in its services business.

The company's strategy places an emphasis on an industry vertical go-to-market approach with an increased focus within the company's services business on higher value and higher margin offerings. The company's ability to grow revenue and profitability in this business will depend on the level of demand for projects and the portfolio of solutions the company offers for specific industries. It will also depend on an efficient utilization of services delivery personnel. Revenue and profit margins in this business are a function of both the portfolio of solutions sold in a given period and the rates the company is able to charge for services and the chargeability of its professionals. If the company is unable to attain sufficient rates and chargeability for its professionals, revenue and profit margins will be adversely affected. The rates the company is able to charge for services are affected by a number of factors, including clients' perception of the company's ability to add value through its services; introduction of new services or products by the company or its competitors; pricing policies of competitors; and general economic conditions. Chargeability is also affected by a number of factors, including the company's ability to transition resources from completed projects to new engagements, and its ability to forecast demand for services and thereby maintain appropriate resource levels. The company's results of operations and financial condition may be adversely impacted if sales of higher margin offerings do not offset declines resulting from a reduced focus on lower margin offerings.

Future results may be adversely impacted if the company is unable to maintain its installed base and sell new products in its technology business.

The company continues to invest in its ClearPath Forward™ operating system software in order to improve its renewal rate with existing clients in its Technology business. If clients do not believe in the value proposition provided by ClearPath Forward™ or choose not to renew their contracts for any other reason, there may not be a meaningful return on these investments, and revenue could decline meaningfully. The company also continues to invest in its Stealth® family of software, as well as in industry-specific software for its target sectors and focus industries. If the company is unsuccessful in selling these Stealth® products or industry-specific software and related services, there may not be a meaningful return on these investments. Further, the revenues generated by Stealth® and other new software and related services may be insufficient to offset any revenue declines caused if the company is unable to retain its installed base.

The company's future results may be adversely impacted if it is unable to effectively anticipate and respond to volatility and rapid technological innovation in its industry.

The company operates in a highly volatile industry characterized by rapid technological innovation, evolving technology standards, short product life cycles and continually changing customer demand patterns. Future success will depend in part on the company's ability to anticipate and respond to these market trends and to design, develop, introduce, deliver or obtain new and innovative services and products on a timely and cost-effective basis using new delivery models such as cloud computing. The company may not be successful in anticipating or responding to changes in technology, industry standards or customer preferences, and the market may not demand or accept its services and product offerings. In addition, services and products developed by competitors may make the company's offerings less competitive.

If the company is unable to access the financing markets, it may adversely impact the company's business and liquidity.

Market conditions may impact the company's ability to access the financing markets on terms acceptable to the company or at all. If the company is unable to access the financing markets, the company would be required to use cash on hand to fund operations and repay outstanding debt, including the company's remaining 6.25% senior notes due August 15, 2017 and repay any amounts it may borrow under the company's secured revolving credit facility. There is no assurance that the company will be able to generate sufficient cash to fund its operations and refinance such debt. A failure by the company to generate such cash would have a material adverse effect on its business if the company were unable to access financing markets. Additionally, even if the company is able to generate sufficient cash to refinance such debt, the company may need to delay the completion of its remaining cost reduction initiatives in some jurisdictions and cash available to the company for working capital and other corporate uses could be reduced. Market conditions may also impact the company's ability to utilize surety bonds, letters of credit, foreign exchange derivatives or other financial instruments the company uses to conduct its business.

In addition, the company has had, and continues to have, discussions regarding potential debt and other financing transactions with a variety of sources and on a variety of structures and terms. There is no assurance that the company will consummate a transaction with any potential financing sources or what the terms of any such transaction would be.

The company has significant pension obligations and may be required to make additional significant cash contributions to its defined benefit pension plans.

The company has significant unfunded obligations under its U.S. and non-U.S. defined benefit pension plans. In 2016, the company made cash contributions of \$132.5 million to its worldwide defined benefit pension plans. Based on current legislation, global regulations, recent interest rates and expected returns, in 2017 the company estimates that it will make cash

contributions to its worldwide defined benefit pension plans of approximately \$127.7 million, which are comprised of approximately \$54.4 million for the company's U.S. qualified defined benefit pension plan and approximately \$73.3 million primarily for non-U.S. defined benefit pension plans. Although estimates for future cash contributions are likely to change based on a number of factors including market conditions, changes in discount rates and, with respect to the company's international plans, changes in currency rates, the company currently expects to be required to make cash contributions to its worldwide defined benefit pension plans in 2017 in an amount similar to its contributions in 2016. The company also currently anticipates that its required cash contributions will increase in 2018 and beyond.

Deterioration in the value of the company's worldwide defined benefit pension plan assets, as well as discount rate 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. In addition, the funding of non-U.S. plan deficits over a shorter period of time than currently anticipated could result in making cash contributions to these plans on a more accelerated basis. Increased cash contribution requirements or an acceleration in the due date of such cash contributions would reduce the cash available for working capital, capital expenditures and other corporate uses and may have an adverse impact on the company's operations, financial condition and liquidity.

The company's future results may be adversely affected if the company does not realize additional anticipated cost savings or is unable to successfully implement its cost reduction initiatives to drive efficiencies across all of its operations.

In recent years, the company has implemented significant cost-reduction measures and a long-term business strategy to create a more competitive cost structure, simplify its operations and rebalance the company's global skill set. While the company currently expects to generate additional anticipated cost savings by the conclusion of the program in 2017, there can be no assurance that the company will achieve these savings goals and it expects that it will have to make additional investments in order to do so. In addition, if the company does not manage any related headcount reductions or other cost-cutting measures effectively or timely or is unable to provide services more cost-efficiently, the company's ability to implement its long-term business strategy could be adversely impacted and it could materially affect the company's business, results of operations and financial condition.

The company's future results will depend on its ability to retain significant clients.

The company has a number of significant long-term contracts with clients, including governmental entities, and its future success will depend, in part, on retaining its relationships with these clients. The company could lose clients for reasons such as contract expiration, conversion to a competing service provider, dissatisfaction with the company's efficiency initiatives, disputes with clients or a decision to in-source services, including contracts with governmental entities as part of the rebid process. The company could also lose clients as a result of their merger, acquisition or business failure. The company may not be able to replace the revenue and earnings from any such lost client.

The company faces aggressive competition in the information services and technology marketplace, which could lead to reduced demand for the company's services and products and could have an adverse effect on the company's business.

The information services and technology markets in which the company operates include a large number of companies vying for customers and market share both domestically and internationally. The company's competitors include consulting and other professional services firms, systems integrators, outsourcing providers, infrastructure services providers, computer hardware manufacturers and software providers. Some of the company's competitors may develop competing services and products that offer better price-performance or that reach the market in advance of the company's offerings. Some competitors also have or may develop greater financial and other resources than the company, with enhanced ability to compete for market share, in some instances through significant economic incentives to secure contracts. Some also may be better able to compete for skilled professionals. Any of these factors could lead to reduced demand for the company's services and products and could have an adverse effect on the company's business. Future results will depend on the company's ability to mitigate the effects of aggressive competition on revenues, pricing and margins and on the company's ability to attract and retain talented people.

Cybersecurity breaches could result in the company incurring significant costs and could harm the company's business and reputation.

The company's business includes managing, processing, storing and transmitting proprietary and confidential data, including personal information, intellectual property and proprietary business information, within the company's own IT systems and those that the company designs, develops, hosts or manages for clients. Cybersecurity breaches involving these systems by hackers, other third parties or the company's employees, despite established security controls, could disrupt these systems or result in the loss or corruption of data or the unauthorized disclosure or misuse of information of the company, its clients or others. This could result in claims, investigations, litigation and legal liability for the company, lead to the loss of existing or potential clients and adversely affect the market's perception of the security and reliability of the company's services and products. In addition, such breaches could subject the company to fines and penalties for violations of laws and result in the company incurring other significant costs. This may negatively impact the company's reputation and financial results.

If the company is unable to attract, motivate and retain experienced and knowledgeable personnel in key positions, its future results could be adversely impacted.

The success of the company's business is dependent upon its ability to employ and train individuals with the requisite knowledge, skills and experience to execute the company's business model and achieve its business objectives. The failure of the company to retain key personnel or implement an appropriate succession plan could adversely impact the company's ability to successfully carry out its business strategy and retain other key personnel.

A significant portion of the company's revenue is derived from operations outside of the United States, and the company is subject to the risks of doing business internationally.

A significant portion of the company's total revenue is derived from international operations. The risks of doing business internationally include foreign currency exchange rate fluctuations, currency restrictions and devaluations, changes in political or economic conditions, trade protection measures, import or export licensing requirements, multiple and possibly overlapping and conflicting tax laws, new tax legislation, weaker intellectual property protections in some jurisdictions and additional legal and regulatory compliance requirements applicable to businesses that operate internationally, including the Foreign Corrupt Practices Act and non-U.S. laws and regulations.

The company's contracts may not be as profitable as expected or provide the expected level of revenues.

In a number of the company's long-term services contracts, the company's revenue is based on the volume of services and products provided. As a result, revenue levels anticipated at the contract's inception are not guaranteed. In addition, some of these contracts may permit termination at the customer's discretion before the end of the contract's term or may permit termination or impose other penalties if the company does not meet the performance levels specified in the contracts.

The company's contracts with governmental entities are subject to the availability of appropriated funds. These contracts also contain provisions allowing the governmental entity to terminate the contract at the governmental entity's discretion before the end of the contract's term. In addition, if the company's performance is unacceptable to the customer under a government contract, the government retains the right to pursue remedies under the affected contract, which remedies could include termination.

Certain of the company's services agreements require that the company's prices be benchmarked if the customer requests it and provide that those prices may be adjusted downward if the pricing for similar services in the market has changed. As a result, revenues anticipated at the beginning of the terms of these contracts may decline in the future.

Some of the company's services contracts are fixed-price contracts under which the company assumes the risk for delivery of the contracted services and products at an agreed-upon fixed price. Should the company experience problems in performing fixed-price contracts on a profitable basis, adjustments to the estimated cost to complete may be required. Future results will depend on the company's ability to perform these services contracts profitably.

The company's contracts with U.S. governmental agencies may subject the company to audits, criminal penalties, sanctions and other expenses and fines.

The company frequently enters into contracts with governmental entities. U.S. government agencies, including the Defense Contract Audit Agency and the Department of Labor, routinely audit government contractors. These agencies review a contractor's performance under its contracts, cost structure and compliance with applicable laws, regulations and standards. The U.S. government also may review the adequacy of, and a contractor's compliance with, contract terms and conditions, and its systems and policies, including the contractor's purchasing, property, estimating, billing, accounting, compensation and management information systems. Any costs found to be overcharged or improperly allocated to a specific contract or any amounts improperly billed or charged for products or services will be subject to reimbursement to the government. In addition, government contractors, such as the company, are required to disclose credible evidence of certain violations of law and contract overcharging to the federal government. If the company is found to have participated in improper or illegal activities, the company may be subject to civil and criminal penalties and administrative sanctions, including termination of contracts, forfeiture of profits, suspension of payments, fines and suspension or prohibition from doing business with the U.S. government. Any negative publicity related to such contracts, regardless of the accuracy of such publicity, may adversely affect the company's business or reputation.

A significant disruption in the company's IT systems could adversely affect the company's business and reputation.

We rely extensively on our IT systems to conduct our business and perform services for our clients. Our systems are subject to damage or interruption from power outages, telecommunications failures, computer viruses and malicious attacks, cybersecurity breaches and catastrophic events. If our systems are accessed without our authorization, damaged or fail to function properly, we could incur substantial repair or replacement costs, experience data loss and impediments to our ability to conduct our business, and damage the market's perception of our services and products. In addition, a disruption could result in the company failing to meet performance standards and obligations in its client contracts, which could subject the company to liability, penalties and contract termination. This may adversely affect the company's reputation and financial results.

The company may face damage to its reputation or legal liability if its clients are not satisfied with its services or products.

The success of the company's business is dependent on strong, long-term client relationships and on its reputation for responsiveness and quality. As a result, if a client is not satisfied with the company's services or products, its reputation could be damaged and its business adversely affected. Allegations by private litigants or regulators of improper conduct, as well as negative publicity and press speculation about the company, whatever the outcome and whether or not valid, may harm its reputation. In addition to harm to reputation, if the company fails to meet its contractual obligations, it could be subject to legal liability, which could adversely affect its business, operating results and financial condition.

Future results will depend in part on the performance and capabilities of third parties with whom the company has commercial relationships.

The company maintains business relationships with suppliers, channel partners and other parties that have complementary products, services or skills. Future results will depend, in part, on the performance and capabilities of these third parties, on the ability of external suppliers to deliver components at reasonable prices and in a timely manner, and on the financial condition of, and the company's relationship with, distributors and other indirect channel partners, which can affect the company's capacity to effectively and efficiently serve current and potential customers and end users.

A termination of the company's U.S. defined benefit pension plan would adversely affect the company's financial condition and results of operations.

As of December 31, 2016, the company had approximately \$1.52 billion of unfunded pension obligations under its U.S. defined benefit pension plan. The Pension Benefit Guaranty Corporation (the "PBGC") has authority under the Employment Retirement Income Security Act of 1974, as amended, to terminate an underfunded defined benefit pension plan under certain circumstances, including when (1) the plan has not met the minimum funding requirements, (2) the plan cannot pay current benefits when due, or (3) the loss to the PBGC is reasonably expected to increase unreasonably over time if the plan is not terminated. If the PBGC were to terminate the company's U.S. defined benefit pension plan, the company's obligations with respect to such plan would become due and payable in full. Any such event or the failure by the company to pay its pension plan insurance premiums with respect to its U.S. defined benefit pension plan could result in the PBGC obtaining a lien on the company's assets. Such an event would result in an event of default under the company's debt agreements and would materially and adversely affect the Company's financial condition and results of operations.

The company's business can be adversely affected by global economic conditions, acts of war, terrorism or natural disasters.

The company's financial results have been impacted by the global economic slowdown in recent years. If economic conditions worsen, the company could see reductions in demand and increased pressure on revenue and profit margins. The company could also see a further consolidation of clients, which could also result in a decrease in demand. The company's business could also be affected by acts of war, terrorism or natural disasters. Current world tensions could escalate, and this could have unpredictable consequences on the world economy and on the company's business.

The company's services or products may infringe upon the intellectual property rights of others.

The company cannot be sure that its services and products do not infringe on the intellectual property rights of third parties, and it may have infringement claims asserted against it or against its clients. These claims could cost the company money, prevent it from offering some services or products, or damage its reputation.

Pending litigation could affect the company's results of operations or cash flow.

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. See Note 14, "Litigation and contingencies," of the Notes to Consolidated Financial Statements for more information on litigation. The company believes that it has valid defenses with respect to legal matters pending against it. Litigation is inherently unpredictable, however, and it is possible that the company's results of operations or cash flows could be materially affected in any particular period by the resolution of one or more of the legal matters pending against it.

The company could face business and financial risk in implementing future dispositions or acquisitions.

As part of the company's business strategy, it may from time to time consider disposing of existing technologies, products and businesses that may no longer be in alignment with its strategic direction, including transactions of a material size, or acquiring complementary technologies, products and businesses. Potential risks with respect to dispositions include difficulty finding buyers or alternative exit strategies on acceptable terms in a timely manner; potential loss of employees or clients; dispositions at unfavorable prices or on unfavorable terms, including relating to retained liabilities; and post-closing indemnity claims. Any acquisitions may result in the incurrence of substantial additional indebtedness or contingent liabilities. Acquisitions could also result in potentially dilutive issuances of equity securities and an increase in amortization expenses related to intangible assets. Additional potential risks associated with acquisitions include integration difficulties; difficulties in maintaining or enhancing the profitability of any acquired business; risks of entering markets in which the company has no or limited prior experience;

potential loss of employees or failure to maintain or renew any contracts of any acquired business; and expenses of any undiscovered or potential liabilities of the acquired product or business, including relating to employee benefits contribution obligations or environmental requirements. Further, with respect to both dispositions and acquisitions, management's attention could be diverted from other business concerns. Adverse credit conditions could also affect the company's ability to consummate dispositions or acquisitions. The risks associated with dispositions and acquisitions could have a material adverse effect upon the company's business, financial condition and results of operations. There can be no assurance that the company will be successful in consummating future dispositions or acquisitions on favorable terms or at all.

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

ITEM 1B. UNRESOLVED STAFF COMMENTS

Not applicable.

ITEM 2. PROPERTIES

As of December 31, 2016, we had ten major facilities in the United States with an aggregate floor space of approximately 1.4 million square feet, located in Minnesota, Pennsylvania, Virginia, Utah, California, Georgia and Texas. We owned one of these facilities, with aggregate floor space of approximately 0.3 million square feet; nine of these facilities, with approximately 1.1 million square feet of floor space, were leased to us. Approximately 1.2 million square feet of the U.S. facilities were in current operation and approximately 0.2 million square feet were subleased to others.

As of December 31, 2016, we had ten major facilities outside the United States with an aggregate floor space of approximately 1.1 million square feet, located in the United Kingdom, India, Brazil, Australia, Hungary and New Zealand. We owned one of these facilities, with approximately 0.2 million square feet of floor space; nine of these facilities, with approximately 0.9 million square feet of floor space, were leased to us. Approximately 0.9 million square feet of the facilities outside the United States were in current operation and approximately 0.2 million square feet were subleased to others.

Our major facilities include offices, data centers, call centers, engineering centers and sales centers. We believe that our facilities are suitable and adequate for current and presently projected needs. We continuously review our anticipated requirements for facilities and will from time to time acquire additional facilities, expand existing facilities, and dispose of existing facilities or parts thereof, as necessary.

ITEM 3. LEGAL PROCEEDINGS

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

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. MARKET FOR THE REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Information

Unisys Common Stock (trading symbol "UIS") is listed for trading on the New York Stock Exchange and London Stock Exchange. Information on the high and low sales prices for Unisys Common Stock is set forth below. At December 31, 2016, there were approximately 50.1 million shares outstanding.

			First Quarter		Second Quarter		Third Quarter		Fourth Quarter		Year
2016											
Market price per share	– high	\$	12.00	\$	8.58	\$	10.70	\$	16.70	\$	16.70
	– low		7.10		6.72		6.74		8.95		6.72
2015											
Market price per share	– high		29.80		23.97		21.20		14.96		29.80
	– low		21.53		19.77		11.49		10.34		10.34

Market prices per share are as quoted on the New York Stock Exchange composite listing.

Holders of Record

At December 31, 2016, there were approximately 6,000 stockholders of record.

Dividend Policy

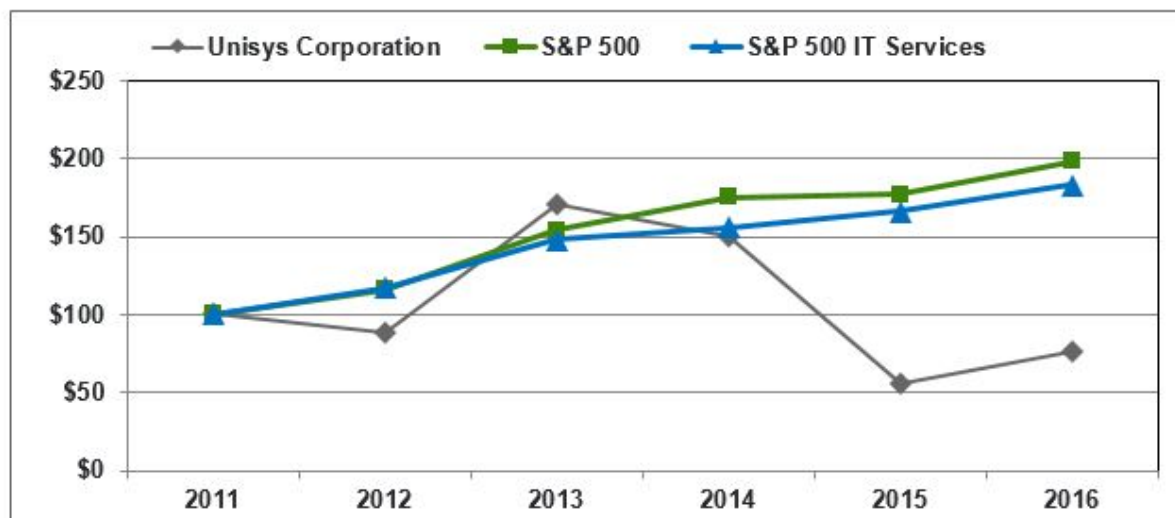
Unisys has not declared or paid any cash dividends on its Common Stock since 1990, and we do not anticipate declaring or paying cash dividends in the foreseeable future.

Repurchase of Equity Securities

None.

Stock Performance

The following graph compares the cumulative total stockholder return on Unisys common stock during the five fiscal years ended December 31, 2016, with the cumulative total return on the Standard & Poor's 500 Stock Index and the Standard & Poor's 500 IT Services Index. The comparison assumes \$100 was invested on December 31, 2011, in Unisys common stock and in each of such indices and assumes reinvestment of any dividends.



	2011	2012	2013	2014	2015	2016
Unisys Corporation	\$ 100	\$ 88	\$ 170	\$ 150	\$ 56	\$ 76
S&P 500	\$ 100	\$ 116	\$ 154	\$ 175	\$ 177	\$ 198
S&P 500 IT Services	\$ 100	\$ 117	\$ 148	\$ 156	\$ 166	\$ 183

ITEM 6. SELECTED FINANCIAL DATA

Five-year summary of selected financial data

<i>(Dollars in millions, except per share data)</i>	2016 ^{(1),(2)}	2015 ^{(1),(3)}	2014 ⁽³⁾	2013 ⁽³⁾	2012 ^{(2),(3)}
Results of operations					
Revenue	\$ 2,820.7	\$ 3,015.1	\$ 3,356.4	\$ 3,456.5	\$ 3,706.4
Operating profit (loss)	47.6	(55.1)	154.9	219.5	319.2
Income (loss) before income taxes	20.5	(58.8)	145.5	219.4	254.1
Net income (loss) attributable to noncontrolling interests	11.0	6.7	12.6	11.6	11.2
Net income (loss) attributable to Unisys Corporation common shareholders	(47.7)	(109.9)	44.0	92.3	129.4
Earnings (loss) per common share					
Basic	(0.95)	(2.20)	0.89	2.10	2.95
Diluted	(0.95)	(2.20)	0.89	2.08	2.84
Financial position					
Total assets	\$ 2,021.6	\$ 2,130.0	\$ 2,321.0	\$ 2,497.8	\$ 2,401.2
Long-term debt	194.0	233.7	219.2	205.9	204.8
Deficit	(1,647.4)	(1,378.6)	(1,452.4)	(663.9)	(1,588.7)
Other data					
Capital additions of properties	\$ 32.5	\$ 49.6	\$ 53.3	\$ 47.2	\$ 40.1
Capital additions of outsourcing assets	51.3	102.0	85.9	39.9	36.1
Investment in marketable software	63.3	62.1	73.6	64.3	56.4
Depreciation and amortization					
Properties	38.9	57.5	52.0	46.7	54.7
Outsourcing assets	51.9	55.7	58.1	53.5	57.9
Amortization of marketable software	64.8	66.9	58.5	59.4	62.0
Common shares outstanding (millions)	50.1	49.9	49.7	44.0	44.0
Stockholders of record (thousands)	6.0	6.2	11.1	11.8	17.0
Employees (thousands)	21.0	23.0	23.2	22.8	22.8

(1) Includes pretax cost reduction and other charges of \$82.1 million and \$118.5 million for the years ended December 31, 2016 and 2015, respectively. See Note 3, "Cost reduction actions," of the Notes to Consolidated Financial Statements.

(2) Includes pretax losses on debt extinguishment of \$4.0 million and \$30.6 million for the years ended December 31, 2016 and 2012, respectively.

(3) Total assets and long-term debt were changed to conform to the current-year presentation. See Note 5, "Recent accounting pronouncements and accounting changes," of the Notes to Consolidated Financial Statements.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Overview

In April 2015, in connection with organizational initiatives to create a more competitive cost structure and rebalance the company's global skill set, the company initiated a plan to incur restructuring charges currently estimated at approximately \$300 million through 2017. During 2016 and 2015, the company recognized charges of \$82.1 million and \$118.5 million, respectively, in connection with this plan, principally related to a reduction in employees. As of the end of 2016, the company has recognized total restructuring charges of \$200.6 million.

The company reported a 2016 net loss attributable to Unisys Corporation of \$47.7 million, or a loss of \$0.95 per diluted share, compared with a 2015 net loss attributable to Unisys Corporation of \$109.9 million, or a loss of \$2.20 per diluted share. The company's results of operations in the current year primarily reflect lower cost reduction charges, lower pension expense, higher sales of and margins on the company's proprietary enterprise software and servers and savings due to cost reduction actions, partially offset by higher interest and income tax expense.

The company's underfunded defined benefit pension plan obligations increased by approximately \$210 million to \$2.17 billion at December 31, 2016 from \$1.96 billion at December 31, 2015, principally due to a decrease in discount rates.

Results of operations

Company results

During 2016, the company recognized charges of \$82.1 million in connection with its cost-reduction plan, principally related to a reduction in employees. The charges related to work-force reductions were \$62.6 million, principally related to severance costs, and were comprised of: (a) a charge of \$7.0 million for 351 employees in the U.S. and (b) a charge of \$55.6 million for 1,048 employees outside the U.S. In addition, the company recorded charges of \$19.5 million comprised of \$0.7 million for net asset sales and write-offs, \$5.5 million for idle leased facilities and contract amendment and termination costs and \$13.3 million for professional fees and other expenses related to the cost reduction effort.

The 2016 charges were recorded in the following statement of income classifications: cost of revenue - services, \$42.4 million; selling, general and administrative expenses, \$38.0 million; and research and development expenses, \$1.7 million.

During 2015, the company recognized charges of \$118.5 million in connection with its cost-reduction plan, principally related to a reduction in employees. The charges related to workforce reductions were \$78.8 million, principally related to severance costs, and were comprised of: (a) charges of \$27.9 million for 700 employees in the U.S. and (b) charges of \$50.9 million for 782 employees outside the U.S. In addition, the company recorded charges of \$39.7 million comprised of \$20.2 million for asset impairments and \$19.5 million for other expenses related to the cost reduction effort.

The 2015 charges were recorded in the following statement of income classifications: cost of revenue - services, \$52.3 million; cost of revenue - technology, \$0.3 million; selling, general and administrative expenses, \$53.5 million; and research and development expenses, \$12.4 million.

Revenue for 2016 was \$2.82 billion compared with \$3.02 billion for 2015, a decrease of 6%. Foreign currency fluctuations had a 2-percentage-point negative impact on revenue in the current year compared with the year-ago period.

Services revenue decreased 8% and Technology revenue increased 1% in 2016 compared with 2015. Foreign currency fluctuations had a 2-percentage-point negative impact on Services revenue and a 1-percentage-point negative impact on Technology revenue in the current year compared with the year-ago period.

Revenue for 2015 was \$3.02 billion compared with 2014 revenue of \$3.36 billion, a decrease of 10%. Foreign currency had an 8-percentage-point negative impact on revenue in 2015 compared with 2014.

Services revenue in 2015 decreased by 6% compared with 2014. Technology revenue in 2015 decreased by 28% compared with 2014.

Revenue from international operations in 2016, 2015 and 2014 was \$1.51 billion, \$1.56 billion and \$1.98 billion, respectively. Foreign currency had a 4-percentage-point negative impact on international revenue in 2016 compared with 2015, and a 12-percentage-point negative impact on international revenue in 2015 compared with 2014. Revenue from U.S. operations was \$1.31 billion in 2016, \$1.45 billion in 2015 and \$1.38 billion in 2014.

Gross profit as a percent of total revenue, or gross profit percent, was 19.8% in 2016, 17.9% in 2015 and 23.2% in 2014. The increase in 2016 from 2015 was principally due to higher sales of the company's proprietary enterprise software and servers in the current year, lower pension expense of \$17.3 million, and lower cost reduction charges of \$10.2 million. The decline in 2015 from 2014 was due to the cost reduction charges of \$52.6 million, higher pension expense of \$27.7 million and lower margins in both the Services and Technology segments.

Selling, general and administrative expenses were \$455.6 million in 2016 (16.2% of revenue), \$519.6 million in 2015 (17.2% of revenue) and \$554.1 million in 2014 (16.5% of revenue). The decline in 2016 reflects lower cost reduction charges of \$15.5 million, lower pension expense of \$5.4 million and savings due to cost reduction actions.

Research and development (R&D) expenses in 2016 were \$55.4 million compared with \$76.4 million in 2015 and \$68.8 million in 2014. Cost reduction charges of \$1.7 million were recorded in 2016 compared with \$12.4 million in 2015. Exclusive of these charges and lower pension expense of \$3.3 million, the decline principally reflects savings due to cost reduction actions.

In 2016, the company reported an operating profit of \$47.6 million compared with an operating loss of \$55.1 million in 2015 and an operating profit of \$154.9 million in 2014. Current year profit principally reflects lower cost reduction charges, lower pension expense, higher sales of and margins on the company's proprietary enterprise software and servers and benefits derived from the cost reduction actions.

Pension expense for 2016 was \$82.7 million compared with \$108.7 million in 2015 and \$73.8 million in 2014. For 2017, the company expects to recognize pension expense of approximately \$98.0 million. The expected increase in pension expense in 2017 compared with 2016 is principally due to higher amortization of net actuarial losses. The company records pension income or expense, as well as other employee-related costs such as payroll taxes and medical insurance costs, in operating income in the following income statement categories: cost of revenue; selling, general and administrative expenses; and research and development expenses. The amount allocated to each category is based on where the salaries of active employees are charged.

Interest expense was \$27.4 million in 2016, \$11.9 million in 2015 and \$9.2 million in 2014. The increase in 2016 compared with 2015 was principally caused by the issuance of convertible notes (see Note 9, "Debt," of the Notes to Consolidated Financial Statements).

Other income (expense), net was income of \$0.3 million in 2016, compared with income of \$8.2 million in 2015 and expense of \$0.2 million in 2014. Included in 2016 was a loss on debt extinguishment of \$4.0 million. Foreign exchange gains were \$2.3 million in 2016 compared with gains in 2015 of \$8.1 million and losses of \$7.0 million in 2014.

Income (loss) before income taxes in 2016 was income of \$20.5 million compared with a loss of \$58.8 million in 2015 and income of \$145.5 million in 2014. Income before income taxes in 2016 primarily reflects lower cost reduction charges, lower pension expense, higher sales of and margins on the company's proprietary enterprise software and servers and savings due to cost reduction actions, partially offset by higher interest expense.

The provision for income taxes in 2016, 2015 and 2014 was \$57.2 million, \$44.4 million and \$86.2 million, respectively. In 2016, 2015 and 2014, the provision for income taxes includes a benefit (provision) of \$16.4 million, \$5.4 million and \$(7.0) million, respectively, related to changes in judgment on the realizability of certain of its deferred tax assets. The 2016 and 2015 income tax provisions include a charge of \$3.5 million and \$9.1 million, respectively, due to reductions in the UK income tax rate (see Note 7, "Income taxes," of the Notes to Consolidated Financial Statements).

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 will record a tax provision or benefit for those international subsidiaries that do not have a full valuation allowance against their 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 its full valuation allowance, except with respect to refundable tax credits and withholding taxes not creditable against future taxable income. As a result, the company's provision or benefit for taxes may vary significantly period to period depending on the geographic distribution of income.

The realization of the company's net deferred tax assets as of December 31, 2016 is primarily dependent on forecasted future taxable income within certain foreign jurisdictions. Any reduction in estimated forecasted future taxable income may require the company to record an additional valuation allowance against the remaining deferred tax assets. Any increase or decrease in the valuation allowance would result in additional or lower income tax expense in such period and could have a significant impact on that period's earnings.

Net income (loss) attributable to Unisys Corporation common shareholders for 2016 was a loss of \$47.7 million, or a loss of \$0.95 per diluted common share, compared with a loss of \$109.9 million, or \$2.20 per diluted common share, in 2015 and income of \$44.0 million, or \$0.89 per diluted common share, in 2014.

Segment results

The company has two business segments: Services and Technology. Revenue classifications within the Services segment are as follows:

- Cloud and infrastructure services. This represents revenue from helping clients apply cloud and as-a-service delivery models to capitalize on business opportunities, make their end users more productive, and manage and secure their IT infrastructure and operations more economically.

- Application services. This represents revenue from helping clients transform their business processes by providing advanced solutions for select industries, developing and managing new leading-edge applications, offering advanced data analytics and modernizing existing enterprise applications.
- Business process outsourcing (BPO) services. This represents revenue from the management of critical processes and functions for clients in target industries, helping them improve performance and reduce costs.

The accounting policies of each business 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 Technology segment recognizes intersegment revenue and manufacturing profit on software and hardware shipments to customers under Services contracts. The Services segment, in turn, recognizes customer revenue and marketing profits on such shipments of company software and hardware to customers. The Services segment also includes the sale of software and hardware products sourced from third parties that are sold to customers through the company's Services channels. In the company's consolidated statements of income, the manufacturing costs of products sourced from the Technology segment and sold to Services customers are reported in cost of revenue for Services.

Also included in the Technology segment's sales and operating profit are sales of software and hardware sold to the Services segment for internal use in Services engagements. The amount of such profit included in operating income of the Technology segment for the years ended December 31, 2016, 2015 and 2014 was \$0.7 million, \$9.2 million and \$17.0 million, respectively. The profit on these transactions is eliminated in Corporate.

The company evaluates business segment performance based on operating income exclusive of pension income or expense, restructuring charges and unusual and nonrecurring items, which are included in Corporate. All other corporate and centrally incurred costs are allocated to the business segments based principally on revenue, employees, square footage or usage. See Note 15, "Segment information," of the Notes to Consolidated Financial Statements.

Information by business segment for 2016, 2015 and 2014 is presented below:

<i>(millions)</i>	Total	Corporate	Services	Technology
<u>2016</u>				
Customer revenue	\$ 2,820.7		\$ 2,406.3	\$ 414.4
Intersegment		\$ (22.6)	—	22.6
Total revenue	<u>\$ 2,820.7</u>	<u>\$ (22.6)</u>	<u>\$ 2,406.3</u>	<u>\$ 437.0</u>
Gross profit percent	19.8 %		16.2%	59.9%
Operating income percent	1.7 %		1.9%	37.0%
<u>2015</u>				
Customer revenue	\$ 3,015.1		\$ 2,605.6	\$ 409.5
Intersegment		\$ (49.0)	0.1	48.9
Total revenue	<u>\$ 3,015.1</u>	<u>\$ (49.0)</u>	<u>\$ 2,605.7</u>	<u>\$ 458.4</u>
Gross profit percent	17.9 %		15.8%	55.3%
Operating income percent	(1.8)%		2.3%	24.8%
<u>2014</u>				
Customer revenue	\$ 3,356.4		\$ 2,785.7	\$ 570.7
Intersegment		\$ (58.4)	0.3	58.1
Total revenue	<u>\$ 3,356.4</u>	<u>\$ (58.4)</u>	<u>\$ 2,786.0</u>	<u>\$ 628.8</u>
Gross profit percent	23.2 %		17.4%	55.3%
Operating income percent	4.6 %		3.4%	21.9%

Gross profit percent and operating income percent are as a percent of total revenue.

Customer revenue by classes of similar products or services, by segment, for 2016, 2015 and 2014 is presented below:

<i>Year ended December 31 (millions)</i>	2016	2015	Percentage Change	2014	Percentage Change
Services					
Cloud & infrastructure services	\$ 1,352.9	\$ 1,513.1	(10.6)%	\$ 1,704.9	(11.2)%
Application services	859.0	868.9	(1.1)%	819.8	6.0 %
BPO services	194.4	223.6	(13.1)%	261.0	(14.3)%
	2,406.3	2,605.6	(7.6)%	2,785.7	(6.5)%
Technology	414.4	409.5	1.2 %	570.7	(28.2)%
Total	\$ 2,820.7	\$ 3,015.1	(6.4)%	\$ 3,356.4	(10.2)%

In the Services segment, customer revenue was \$2.4 billion in 2016, \$2.6 billion in 2015 and \$2.8 billion in 2014. Foreign currency fluctuations had a 2-percentage-point negative impact on revenue in 2016 compared with 2015.

Revenue from cloud & infrastructure services was \$1.4 billion in 2016 down 10.6% compared with 2015, and 2015 was down 11.2% from 2014. Foreign currency fluctuations had a 1-percentage-point negative impact on cloud & infrastructure services revenue in the current period compared with the year-ago period.

Application services revenue decreased 1.1% for 2016 compared with 2015, and 2015 was up 6.0% compared with 2014. Foreign currency fluctuations had a 3-percentage-point negative impact on application services revenue in the current period compared with the year-ago period.

Business processing outsourcing services revenue decreased 13.1% in 2016 compared with 2015, and was down 14.3% in 2015 compared with 2014. Foreign currency fluctuations had an 8-percentage-point negative impact on business processing outsourcing services revenue in the current period compared with the year-ago period.

Services gross profit percent was 16.2% in 2016 compared with 15.8% in 2015 and 17.4% in 2014. The increase in gross profit percent from 2015 to 2016 principally reflects the company's ongoing efforts to enhance efficiency in the Services business. Services operating income percent was 1.9% in 2016 compared with 2.3% in 2015 and 3.4% in 2014. Operating profit margin in 2016 was impacted by an increase in selling, general and administrative expenses related to ongoing investments in improving the company's capabilities.

In the Technology segment, customer revenue increased 1.2% to \$414.4 million in 2016 compared with \$409.5 million in 2015. Revenue in 2015 decreased 28.2% compared with 2014. The increase in Technology customer revenue is due to higher sales of the company's proprietary enterprise software and servers in 2016. Foreign currency translation had a 1-percentage-point negative impact on Technology revenue in 2016 compared with 2015.

Technology gross profit was 59.9% in 2016 compared with 55.3% in both 2015 and 2014. Technology operating income percent was 37.0% in 2016 compared with 24.8% in 2015 and 21.9% in 2014. The increase in gross profit and operating income percentage in 2016 compared with 2015 principally reflects increased sales of the company's proprietary enterprise software and servers in the current period coupled with savings due to cost reduction actions.

New accounting pronouncements

See Note 5, "Recent accounting pronouncements and accounting changes," of the Notes to Consolidated Financial Statements for a full description of recent accounting pronouncements, including the expected dates of adoption and estimated effects on the company's consolidated financial statements.

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 2017 cash requirements.

Cash and cash equivalents at December 31, 2016 were \$370.6 million compared with \$365.2 million at December 31, 2015.

As of December 31, 2016, \$262.3 million of cash and cash equivalents were held by the company's foreign subsidiaries and branches operating outside of the U.S. In the future, if these funds are needed for the company's operations in the U.S., it is expected the company would be required to pay taxes on only a limited portion of this balance. See Note 7, "Income taxes," of the Notes to Consolidated Financial Statements regarding the company's intention to indefinitely reinvest earnings of foreign subsidiaries.

During 2016, cash provided by operations was \$218.2 million compared with cash provided by operations of \$1.2 million in 2015. The current period was positively impacted by a lower net loss, improved working capital and a decrease in contributions to the company's defined benefit pension plans. During 2016, the company contributed cash of \$132.5 million to such plans

compared with \$148.3 million during 2015. This was partially offset by a \$15.5 million increase in cash used for cost reduction actions.

Cash used for investing activities in 2016 was \$182.2 million compared with cash usage of \$177.9 million in 2015. Net purchases of investments in 2016 were \$34.1 million compared with net proceeds of \$25.4 million in 2015. Proceeds from investments and purchases of investments represent derivative financial instruments used to manage the company's currency exposure to market risks from changes in foreign currency exchange rates. In addition, capital additions of properties were \$32.5 million in 2016 compared with \$49.6 million in 2015, capital additions of outsourcing assets were \$51.3 million in 2016 compared with \$102.0 million in 2015 and the investment in marketable software was \$63.3 million in 2016 compared with \$62.1 million in 2015. The decrease in capital additions of properties and outsourcing assets were reflective of the company's shift to a more asset-lite business model.

Cash used for financing activities during 2016 was \$16.7 million compared with cash provided by financing activities of \$90.6 million in 2015. During 2016, the company issued \$213.5 million of its 5.50% convertible senior notes. In connection with the issuance of the notes, the company paid \$27.3 million to enter into privately negotiated capped call transactions with the initial purchasers and/or affiliates of the initial purchasers. The Company also retired \$115.0 million of its 6.25% senior notes and paid down \$65.8 million of short-term borrowings related to its revolving credit facility in 2016. See Note 9, "Debt," of the Notes to Consolidated Financial Statements. Included in 2015 were proceeds from the issuance of long-term debt of \$31.8 million and net proceeds of short-term borrowings of \$65.8 million under the company's revolving credit agreement.

At December 31, 2016, total debt was \$300.0 million compared with \$310.5 million at December 31, 2015. The decrease was principally caused by the repurchase of \$115.0 million of its 6.25% senior notes and repayment of borrowings under its revolving credit facility partially offset by the issuance of \$213.5 million of its 5.50% convertible senior notes.

The company has a secured revolving credit facility, expiring in June 2018, that provides for loans and letters of credit up to an aggregate amount of \$150.0 million (with a limit on letters of credit of \$100.0 million). At December 31, 2016, the company had no borrowings and \$11.3 million of letters of credit outstanding under this facility. Borrowing limits under the facility are based upon the amount of eligible U.S. accounts receivable. At December 31, 2016, availability under the facility was \$102.5 million net of letters of credit issued. Borrowings under the facility bear interest based on short-term rates. The credit agreement contains customary representations and warranties, including that there has been no material adverse change in the company's business, properties, operations or financial condition. The company is required to maintain a minimum fixed charge coverage ratio if the availability under the credit facility falls below the greater of 12.5% of the lenders' commitments under the facility and \$18.75 million. The credit agreement allows the company to pay dividends on its capital stock in an amount up to \$22.5 million per year unless the company is in default and to, among other things, repurchase its equity, prepay other debt, incur other debt or liens, dispose of assets and make acquisitions, loans and investments, provided the company complies with certain requirements and limitations set forth in the agreement. 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. The credit facility is guaranteed by Unisys Holding Corporation, Unisys NPL, Inc., Unisys AP Investment Company I and any future material domestic subsidiaries. The facility is secured by the assets of Unisys Corporation and the subsidiary guarantors, other than certain excluded assets. The company may elect to prepay or terminate the credit facility without penalty.

At December 31, 2016, the company has met all covenants and conditions under its various lending and funding agreements. The company expects to continue to meet these covenants and conditions.

At December 31, 2016, the company had outstanding standby letters of credit and surety bonds totaling approximately \$298 million related to performance and payment guarantees. On the basis of experience with these arrangements, the company believes that any obligations that may arise will not be material.

As described more fully in Notes 3, "Cost reduction actions," 9, "Debt," and 11, "Rental expense and commitments," of the Notes to Consolidated Financial Statements, at December 31, 2016, the company had certain cash obligations, which are due as follows:

<i>(millions)</i>	Total	Less than 1 year	1-3 years	4-5 years	After 5 years
Long-term debt (including current portion)	\$ 300.0	\$ 106.0	\$ 11.6	\$ 181.6	\$ 0.8
Interest payments on debt	59.5	18.0	23.8	17.7	—
Operating leases	173.1	47.8	68.3	35.9	21.1
Work-force reductions	35.2	21.2	14.0	—	—
Total	\$ 567.8	\$ 193.0	\$ 117.7	\$ 235.2	\$ 21.9

In connection with the company's aforementioned cost reduction actions, the company currently estimates cash expenditures for this program to be approximately \$280 million through 2019, approximately \$74 million and \$59 million of which were

made in 2016 and 2015, respectively. The company currently expects to generate annualized net cost savings (principally related to workforce reductions) of approximately \$230 million exiting 2017.

As described in Note 16, "Employee plans," of the Notes to Consolidated Financial Statements, in 2017, the company expects to make cash contributions to its worldwide defined benefit pension plans of approximately \$127.7 million, which is comprised of \$73.3 million primarily for non-U.S. defined benefit pension plans and \$54.4 million for the company's U.S. qualified defined benefit pension plan.

The company maintains a shelf registration statement with the Securities and Exchange Commission that covers the offer and sale of up to \$700.0 million 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 has explored, and expects to continue to explore, a variety of debt and equity sources and a variety of structures and terms to refinance its 6.25% senior notes and to fund its liquidity and capital needs. There is no assurance that the company will consummate a transaction with any potential financing sources or what the terms of any such transaction would be.

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.

Critical accounting policies

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates, judgments and assumptions that affect the amounts reported in the financial statements and accompanying notes. Certain accounting policies, methods and estimates are particularly important because of their significance to the financial statements and because of the possibility that future events affecting them may differ from management's current judgments. The company bases its estimates and judgments on historical experience and on other assumptions that it believes are reasonable under the circumstances; however, to the extent there are material differences between these estimates, judgments and assumptions and actual results, the financial statements will be affected. Although there are a number of accounting policies, methods and estimates affecting the company's financial statements as described in Note 1, "Summary of significant accounting policies," of the Notes to Consolidated Financial Statements, the following critical accounting policies reflect the significant estimates, judgments and assumptions. The development and selection of these critical accounting policies have been determined by management of the company and the related disclosures have been reviewed with the Audit and Finance Committee of the Board of Directors.

Revenue recognition

Many of the company's sales agreements contain standard business terms and conditions; however, some agreements contain multiple elements or non-standard terms and conditions. As discussed in Note 1, "Summary of Significant accounting policies," of the Notes to Consolidated Financial Statements, the company enters into multiple-element arrangements, which may include any combination of hardware, software or services. As a result, significant contract interpretation is sometimes required to determine the appropriate accounting, including whether the deliverables specified in a multiple-element arrangement should be treated as separate units of accounting for revenue recognition purposes, and, if so, how the price should be allocated among the elements and when to recognize revenue for each element. The company recognizes revenue on delivered elements only if: (a) any undelivered services or products are not essential to the functionality of the delivered services or products, (b) the company has an enforceable claim to receive the amount due in the event it does not deliver the undelivered services or products, (c) there is evidence of the selling price for each undelivered service or product, and (d) the revenue recognition criteria otherwise have been met for the delivered elements. Otherwise, revenue on delivered elements is recognized as the undelivered elements are delivered. For arrangements with multiple elements involving the licensing or sale of software and software-related elements, the allocation of revenue is based on vendor-specific objective evidence (VSOE), which is based upon normal pricing and discounting practices for those services and products when sold separately. The company's continued ability to determine VSOE of fair value will depend on continued sufficient volumes and sufficient consistent pricing of stand-alone sales of such undelivered elements. In addition, the company's revenue recognition policy states that revenue is not recognized until collectability is deemed probable. Changes in judgments on these assumptions and estimates could materially impact the timing of revenue recognition.

For long-term fixed price systems integration contracts, the company recognizes revenue and profit as the contracts progress using the percentage-of-completion method of accounting, which relies on estimates of total expected contract revenues and costs. The company follows this method because reasonably dependable estimates of the revenue and costs applicable to various elements of a contract can be made. The financial reporting of these contracts depends on estimates, which are assessed continually during the term of the contracts and therefore, recognized revenues and profit are subject to revisions as the contract progresses to completion. Revisions in profit estimates are reflected in the period in which the facts that give rise to the revision become known. Accordingly, favorable changes in estimates result in additional revenue and profit recognition, and unfavorable changes in estimates result in a reduction of recognized revenue and profit. When estimates indicate that a loss will

be incurred on a contract upon completion, a provision for the expected loss is recorded in the period in which the loss becomes evident. As work progresses under a loss contract, revenue continues to be recognized, and a portion of the contract costs incurred in each period is charged to the contract loss reserve. For other systems integration projects, the company recognizes revenue when the services have been performed.

In addition to outright sales, the company sells hardware under bundled lease arrangements which typically include hardware, services and a financing component. Recognizing revenue under these arrangements requires the company to allocate the total consideration received to the lease and non-lease deliverables included in the bundled arrangement, based upon the estimated fair values of each element.

Outsourcing

Typically, the initial terms of the company's outsourcing contracts are between 3 and 5 years. Revenue under these contracts is recognized when the company performs the services or processes transactions in accordance with contractual performance standards. Customer prepayments (even if nonrefundable) are deferred (classified as a liability) and recognized systematically as revenue over the initial contract term.

Costs on outsourcing contracts are charged to expense as incurred. However, direct costs incurred related to the inception of an outsourcing contract (principally initial customer setup) are deferred and charged to expense over the initial contract term. In addition, the costs of equipment and software, some of which are internally developed, are capitalized and depreciated over the shorter of their life or the initial contract term.

Recoverability of outsourcing assets is subject to various business risks. Quarterly, the company compares the carrying value of the outsourcing assets with the undiscounted future cash flows expected to be generated by the outsourcing assets to determine if the assets are impaired. If impaired, the outsourcing assets are reduced to an estimated fair value on a discounted cash flow approach. The company prepares its cash flow estimates based on assumptions that it believes to be reasonable but are also inherently uncertain. Actual future cash flows could differ from these estimates.

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.

At December 31, 2016 and 2015, the company had deferred tax assets in excess of deferred tax liabilities of \$2,224.5 million and \$2,139.3 million, respectively. For the reasons cited below, at December 31, 2016 and 2015, management determined that it is more likely than not that \$139.9 million and \$114.4 million, respectively, of such assets will be realized, resulting in a valuation allowance of \$2,084.6 million and \$2,024.9 million, respectively.

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. Failure to achieve forecasted taxable income might affect the ultimate realization of the net deferred tax assets. Factors that may affect the company's ability to achieve sufficient forecasted taxable income include, but are not limited to, the following: increased competition, a decline in sales or margins, loss of market share, delays in product availability or technological obsolescence. See "Item 1A. Risk Factors."

Internal Revenue Code Sections 382 and 383 provide annual limitations with respect to the ability of a corporation to utilize its net operating loss (as well as certain built-in losses) and tax credit carryforwards, respectively ("Tax Attributes"), against future U.S. taxable income, if the corporation experiences an "ownership change." In general terms, an ownership change may result from transactions increasing the ownership of certain stockholders in the stock of a corporation by more than 50 percentage points over a three-year period. The company regularly monitors ownership changes (as calculated for purposes of Section 382). The company has determined that, for purposes of the rules of Section 382 described above, an ownership change occurred in February 2011. Any future transaction or transactions and the timing of such transaction or transactions could trigger additional ownership changes under Section 382.

As a result of the February 2011 ownership change, utilization for certain of the company's Tax Attributes, U.S. net operating losses and tax credits, is subject to an overall annual limitation of \$70.6 million. The cumulative limitation as of December 31, 2016 is approximately \$307.0 million. This limitation will be applied first to any recognized built in losses, then to any net operating losses, and then to any other Tax Attributes. Any unused limitation may be carried over to later years. Based on presently available information and the existence of tax planning strategies, the company does not expect to incur a U.S. cash tax liability in the near term. The company maintains a full valuation allowance against the realization of all U.S. deferred tax assets as well as certain foreign deferred tax assets in excess of deferred tax liabilities. See Note 7, "Income taxes," of the Notes to Consolidated Financial Statements.

The company's provision for income taxes and the determination of the resulting deferred tax assets and liabilities involve a significant amount of management judgment and are based on the best information available at the time. The company operates within federal, state and international taxing jurisdictions and is subject to audit in these jurisdictions. These audits can involve complex issues, which may require an extended period of time to resolve. As a result, the actual income tax liabilities in the jurisdictions with respect to any fiscal year are ultimately determined long after the financial statements have been published.

Accounting rules governing income taxes also prescribe a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. The company maintains reserves for estimated tax exposures including penalties and interest. Income tax exposures include potential challenges of intercompany pricing and other tax matters. Exposures are settled primarily through the settlement of audits within these tax jurisdictions, but can also be affected by changes in applicable tax law or other factors, which could cause management of the company to believe a revision of past estimates is appropriate. Management believes that an appropriate liability has been established for estimated exposures; however, actual results may differ materially from these estimates. The liabilities are reviewed quarterly for their adequacy and appropriateness. See Note 7, "Income taxes," of the Notes to Consolidated Financial Statements.

Pensions

Accounting rules governing defined benefit pension plans require that amounts recognized in financial statements be determined on an actuarial basis. The measurement of the company's pension obligations, costs and liabilities is dependent on a variety of assumptions selected by the company and used by the company's actuaries. These assumptions include estimates of the present value of projected future pension payments to plan participants, taking into consideration the likelihood of potential future events such as salary increases and demographic experience. The assumptions used in developing the required estimates include the following key factors: discount rates, salary growth, retirement rates, inflation, expected return on plan assets and mortality rates.

As permitted for purposes of computing pension expense, the company uses a calculated value of plan assets (which is further described below). This allows the effects of the performance of the pension plan's assets on the company's computation of pension income or expense to be amortized over future periods. A substantial portion of the company's pension plan assets relates to its qualified defined benefit plan in the United States.

A significant element in determining the company's pension income or expense is the expected long-term rate of return on plan assets. The company sets the expected long-term rate of return based on the expected long-term return of the various asset categories in which it invests. The company considers the current expectations for future returns and the actual historical returns of each asset class. Also, because the company's investment policy is to actively manage certain asset classes where the potential exists to outperform the broader market, the expected returns for those asset classes are adjusted to reflect the expected additional returns. For 2017, the company has assumed that the expected long-term rate of return on U.S. plan assets will be 6.80%, and on the company's non-U.S. plan assets will be 5.30%. A change of 25 basis points in the expected long-term rate of return for the company's U.S. and non-U.S. pension plans causes a change of approximately \$9 million and \$6 million, respectively, in pension expense. The assumed long-term rate of return on assets is applied to a calculated value of plan assets, which recognizes changes in the fair value of plan assets in a systematic manner over four years. This produces the expected return on plan assets that is included in pension income or expense. The difference between this expected return and the actual return on plan assets is deferred. The net deferral of past asset gains or losses affects the calculated value of plan assets and, ultimately, future pension income or expense. At December 31, 2016, for the company's U.S. qualified defined benefit pension plan, the calculated value of plan assets was \$3.61 billion and the fair value was \$3.45 billion.

At the end of each year, the company determines the discount rate to be used to calculate the present value of plan liabilities. The discount rate is an estimate of the current interest rate at which the pension liabilities could be effectively settled at the end of the year. In estimating this rate, the company looks to rates of return on high-quality, fixed-income investments that (a) receive one of the two highest ratings given by a recognized ratings agency and (b) are currently available and expected to be available during the period to maturity of the pension benefits. At December 31, 2016, the company determined this rate to be 4.38% for its U.S. defined benefit pension plans, a decrease of 18 basis points from the rate used at December 31, 2015, and 2.34% for the company's non-U.S. defined benefit pension plans, a decrease of 96 basis points from the rate used at December 31, 2015. A change of 25 basis points in the U.S. and non-U.S. discount rates causes a change in pension expense of approximately \$1 million and \$2 million, respectively, and a change of approximately \$118 million and \$135 million, respectively, in the benefit obligation. These estimates are intended to be illustrative based on a single 25 basis point change. The sensitivity to rate changes is not linear and additional changes in rates may result in a different impact on the pension liability. The net effect of changes in the discount rate, as well as the net effect of other changes in actuarial assumptions and experience, has been deferred, as permitted.

Funding requirements for its U.S. qualified pension plan are calculated by the plan's actuaries based on certain assumptions including, as permitted under the Bi-partisan Budget Act of 2015, a discount rate constrained to be within 10% of the 25-year average of the relevant rates. The effect of this limitation is that the funding discount rate is higher than the GAAP discount rate

applied for balance sheet purposes, and the liability is therefore lower. In addition, this constraint mitigates the effect of changes in market interest rates on the funding discount rate and the funding liability. Changes to the benefit obligation caused by a 25 basis point change noted above are related to the balance sheet obligation and are not necessarily indicative of the impact on the funding liability.

Gains and losses are defined as changes in the amount of either the projected benefit obligation or plan assets resulting from experience different from that assumed and from changes in assumptions. Because gains and losses may reflect refinements in estimates as well as real changes in economic values and because some gains in one period may be offset by losses in another and vice versa, the accounting rules do not require recognition of gains and losses as components of net pension cost of the period in which they arise.

At a minimum, amortization of an unrecognized net gain or loss must be included as a component of net pension cost for a year if, as of the beginning of the year, that unrecognized net gain or loss exceeds 10 percent of the greater of the projected benefit obligation or the calculated value of plan assets. If amortization is required, the minimum amortization is that excess above the 10 percent divided by the average remaining life expectancy of the plan participants. For the company's U.S. qualified defined benefit pension plan and the company's non-U.S. pension plans, that period is approximately 19 and 26 years, respectively. At December 31, 2016, the estimated unrecognized loss for the company's U.S. qualified defined benefit pension plan and the company's non-U.S. pension plans was \$2.64 billion and \$1.07 billion, respectively.

For the year ended December 31, 2016, the company recognized consolidated pension expense of \$82.7 million, compared with \$108.7 million for the year ended December 31, 2015. For 2017, the company expects to recognize pension expense of approximately \$98.0 million. See Note 16, "Employee plans," of the Notes to Consolidated Financial Statements.

Goodwill

Accounting rules governing goodwill require a company test goodwill for impairment at least annually, as well as whenever there are events or changes in circumstances (triggering events) which suggest that the carrying amount may not be recoverable.

When determining the fair value of a reporting unit, as appropriate for the individual reporting unit, the company uses both an income and market approach. The methodology used to determine the fair values using the income and market approaches, as described below, are weighted to determine the fair value for each reporting unit.

The income approach is a forward-looking approach to estimating fair value and relies primarily on internal forecasts. Within the income approach, the method used is the discounted cash flow method. The company starts with a forecast of all expected net cash flows associated with the reporting unit, which includes the application of a terminal value, and then a reporting unit-specific discount rate is applied to arrive at a net present value amount. Some of the more significant estimates and assumptions inherent in this approach include the amount and timing of projected net cash flows, long term growth rate and the discount rate. Cash flow projections are based on management's estimates of economic and market conditions, which drive key assumptions of revenue growth rates, operating margins, capital expenditures and working capital requirements. The discount rate in turn is based on various market factors and specific risk characteristics of each reporting unit.

The market approach relies primarily on external information for estimating the fair value. Some of the more significant estimates and assumptions inherent in this approach include the selection of appropriate guideline companies and the selected performance metric used in this approach.

Estimating the fair value of reporting units requires the use of estimates and significant judgments about key assumptions. There are a number of factors including potential events and changes in circumstances that could change in future periods, including: projected operating results; valuation multiples exhibited by the company and by companies considered comparable to the reporting units; and other macro-economic factors that could impact the discount rate. It is reasonably possible that the judgments and estimates described above could change in future periods.

Goodwill by reporting unit at December 31, 2016, was as follows (dollars in millions):

Reporting unit	Carrying value of goodwill at December 31, 2016
Cloud and infrastructure	\$32.8
Application services	26.6
Business process outsourcing	10.5
Technology	108.7
Total	178.6

As a result of the impairment review work, the company concluded that none of its goodwill was impaired as of December 31, 2016, and does not believe that any of its reporting units are at risk of failing step one of the impairment test since all reporting unit fair values were substantially in excess of carrying value as of the last impairment test.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest rate risk

The company has exposure to interest rate risk from its short-term and long-term debt. In general, the company's long-term debt is fixed rate and, to the extent it has any, its short-term debt is variable rate. See Note 9, "Debt," of the Notes to Consolidated Financial Statements for components of the company's long-term debt. The company believes that the market risk assuming a hypothetical 10% increase in interest rates would not be material to the fair value of these financial instruments, or the related cash flows, or future results of operations.

Market risk

As of December 31, 2016, the company has outstanding \$213.5 million of Convertible Senior Notes due 2021 and \$95.0 million of Senior Notes due 2017. The interest rates on these notes are fixed and therefore do not expose the company to risk related to rising interest rates. As of December 31, 2016, the fair value of the Convertible Senior Notes was \$379.8 million. In connection with the offering of the Convertible Senior Notes, the company paid \$27.3 million to purchase a capped call covering approximately 21.9 million shares of the company's common stock. If the price per share of the company's common stock is below \$9.76, these capped call transactions would provide no benefit from potential dilution. If the price per share of the company's common stock is above \$12.75, then to the extent of the excess, these capped call transactions would result in no additional benefit for potential dilution at conversion.

Foreign currency exchange rate risk

The company is also exposed to foreign currency exchange rate risks. The company is a net receiver of currencies other than the U.S. dollar and, as such, can benefit from a weaker dollar, and can be adversely affected by a stronger dollar relative to currencies worldwide. Accordingly, changes in exchange rates, and in particular a strengthening of the U.S. dollar, may adversely affect consolidated revenue and operating margins as expressed in U.S. dollars. Currency exposure gains and losses are mitigated by purchasing components and incurring expenses in local currencies.

In addition, the company uses derivative financial instruments, primarily foreign exchange forward contracts, to reduce its exposure to market risks from changes in foreign currency exchange rates on intercompany balances. See Note 12, "Financial instruments and concentration of credit risks," of the Notes to Consolidated Financial Statements for additional information on the company's derivative financial instruments.

The company has performed a sensitivity analysis assuming a hypothetical 10% adverse movement in foreign currency exchange rates applied to these derivative financial instruments described above. As of December 31, 2016 and 2015, the analysis indicated that such market movements would have reduced the estimated fair value of these derivative financial instruments by approximately \$36 million and \$17 million, respectively. Based on changes in the timing and amount of interest rate and foreign currency exchange rate movements and the company's actual exposures and hedges, actual gains and losses in the future may differ from the above analysis.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

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Report of Management

Management's Report on the Financial Statements

The management of the company is responsible for the integrity of its financial statements. These statements have been prepared in conformity with U.S. generally accepted accounting principles and include amounts based on the best estimates and judgments of management. Financial information included elsewhere in this report is consistent with that in the financial statements.

KPMG LLP, an independent registered public accounting firm, has audited the company's financial statements. Its accompanying report is based on an audit conducted in accordance with the standards of the Public Company Accounting Oversight Board (United States).

The Board of Directors, through its Audit and Finance Committee, which is composed entirely of independent directors, oversees management's responsibilities in the preparation of the financial statements and selects the independent registered public accounting firm, subject to stockholder ratification. The Audit and Finance Committee meets regularly with the independent registered public accounting firm, representatives of management, and the internal auditors to review the activities of each and to assure that each is properly discharging its responsibilities. To ensure complete independence, the internal auditors and representatives of KPMG LLP have full access to meet with the Audit and Finance Committee, with or without management representatives present, to discuss the results of their audits and their observations on the adequacy of internal controls and the quality of financial reporting.

Management's Report on Internal Control Over Financial Reporting

The management of the company is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. The company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. generally accepted accounting principles. Internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of the financial statements in accordance with U.S. generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies and procedures may deteriorate.

Management assessed the effectiveness of the company's internal control over financial reporting as of December 31, 2016, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this assessment, we concluded that the company maintained effective internal control over financial reporting as of December 31, 2016, based on the specified criteria.

KPMG LLP, an independent registered public accounting firm, has audited the company's internal control over financial reporting as of December 31, 2016, as stated in its report that appears herein.



Peter Altabef
President and Chief Executive Officer



Inder M. Singh
Senior Vice President and Chief Financial Officer

Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders
Unisys Corporation:

We have audited the accompanying consolidated balance sheets of Unisys Corporation and subsidiaries as of December 31, 2016 and 2015, and the related consolidated statements of income, comprehensive income, deficit and cash flows for each of the years in the three-year period ended December 31, 2016. We also have audited Unisys Corporation's internal control over financial reporting as of December 31, 2016, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Unisys Corporation's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Report of Management on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on these consolidated financial statements and an opinion on the Company's internal control over financial reporting based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the consolidated financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Unisys Corporation and subsidiaries as of December 31, 2016 and 2015, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 2016, in conformity with U.S. generally accepted accounting principles. Also in our opinion, Unisys Corporation maintained, in all material respects, effective internal control over financial reporting as of December 31, 2016, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

/s/ KPMG LLP

Philadelphia, Pennsylvania

February 21, 2017

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

Year ended December 31,	2016	2015	2014
Revenue			
Services	\$ 2,406.3	\$ 2,605.6	\$ 2,785.7
Technology	414.4	409.5	570.7
	<u>2,820.7</u>	<u>3,015.1</u>	<u>3,356.4</u>
Costs and expenses			
Cost of revenue:			
Services	2,092.9	2,306.7	2,337.8
Technology	169.2	167.5	240.8
	<u>2,262.1</u>	<u>2,474.2</u>	<u>2,578.6</u>
Selling, general and administrative expenses	455.6	519.6	554.1
Research and development expenses	55.4	76.4	68.8
	<u>2,773.1</u>	<u>3,070.2</u>	<u>3,201.5</u>
Operating profit (loss)	47.6	(55.1)	154.9
Interest expense	27.4	11.9	9.2
Other income (expense), net	0.3	8.2	(0.2)
Income (loss) before income taxes	20.5	(58.8)	145.5
Provision for income taxes	57.2	44.4	86.2
Consolidated net income (loss)	(36.7)	(103.2)	59.3
Net income attributable to noncontrolling interests	11.0	6.7	12.6
Net income (loss) attributable to Unisys Corporation	(47.7)	(109.9)	46.7
Preferred stock dividends	—	—	2.7
Net income (loss) attributable to Unisys Corporation common shareholders	<u>\$ (47.7)</u>	<u>\$ (109.9)</u>	<u>\$ 44.0</u>
Earnings (loss) per common share attributable to Unisys Corporation			
Basic	\$ (0.95)	\$ (2.20)	\$ 0.89
Diluted	\$ (0.95)	\$ (2.20)	\$ 0.89

See notes to consolidated financial statements.

UNISYS CORPORATION
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Millions)

Year ended December 31,	2016	2015	2014
Consolidated net income (loss)	\$ (36.7)	\$ (103.2)	\$ 59.3
Other comprehensive income			
Foreign currency translation	(108.4)	(100.8)	(66.3)
Postretirement adjustments, net of tax of \$(13.3) in 2016, \$18.1 in 2015 and \$(42.5) in 2014	(137.6)	265.7	(756.8)
Total other comprehensive income (loss)	(246.0)	164.9	(823.1)
Comprehensive income (loss)	(282.7)	61.7	(763.8)
Comprehensive income (loss) attributable to noncontrolling interests	27.5	(3.5)	30.5
Comprehensive income (loss) attributable to Unisys Corporation	\$ (255.2)	\$ 58.2	\$ (733.3)

See notes to consolidated financial statements.

UNISYS CORPORATION
CONSOLIDATED BALANCE SHEETS
(Millions)

As of December 31,	2016	2015
Assets		
Current assets		
Cash and cash equivalents	\$ 370.6	\$ 365.2
Accounts and notes receivable, net	505.8	581.6
Inventories:		
Parts and finished equipment	14.0	20.9
Work in process and materials	15.0	22.9
Prepaid expenses and other current assets	121.9	120.9*
Total	1,027.3	1,111.5*
Properties	886.6	876.6
Less – Accumulated depreciation and amortization	741.3	722.8
Properties, net	145.3	153.8
Outsourcing assets, net	172.5	182.0
Marketable software, net	137.0	138.5
Prepaid postretirement assets	33.3	45.1
Deferred income taxes	146.1	127.4*
Goodwill	178.6	177.4
Other long-term assets	181.5	194.3*
Total	\$ 2,021.6	\$ 2,130.0*
Liabilities and deficit		
Current liabilities		
Notes payable	\$ —	\$ 65.8
Current maturities of long-term debt	106.0	11.0
Accounts payable	189.0	219.3
Deferred revenue	337.4	335.1
Other accrued liabilities	349.2	329.9*
Total	981.6	961.1*
Long-term debt	194.0	233.7*
Long-term postretirement liabilities	2,292.6	2,111.3
Long-term deferred revenue	117.6	123.3
Other long-term liabilities	83.2	79.2*
Commitments and contingencies		
Deficit		
Common stock, par value \$.01 per share (100.0 million shares authorized; 52.8 million shares and 52.6 million shares issued)	0.5	0.5
Accumulated deficit	(1,893.4)	(1,845.7)
Treasury stock, at cost	(100.5)	(100.1)
Paid-in capital	4,515.2	4,500.9
Accumulated other comprehensive loss	(4,152.8)	(3,945.3)
Total Unisys stockholders' deficit	(1,631.0)	(1,389.7)
Noncontrolling interests	(16.4)	11.1
Total deficit	(1,647.4)	(1,378.6)
Total	\$ 2,021.6	\$ 2,130.0*

*Changed to conform to the current-year presentation. See Note 5.

See notes to consolidated financial statements.

UNISYS CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Millions)

Year ended December 31,	2016	2015	2014
Cash flows from operating activities			
Consolidated net income (loss)	\$ (36.7)	\$ (103.2)	\$ 59.3
Add (deduct) items to reconcile consolidated net income (loss) to net cash provided by operating activities:			
Foreign currency transaction losses	0.4	8.4	7.4
Non-cash interest expense	7.0	—	—
Loss on debt extinguishment	4.0	—	—
Employee stock compensation	9.5	9.4	10.4
Depreciation and amortization of properties	38.9	57.5	52.0
Depreciation and amortization of outsourcing assets	51.9	55.7	58.1
Amortization of marketable software	64.8	66.9	58.5
Other non-cash operating activities	1.9	4.6	7.8
Disposal of capital assets	6.2	9.7	1.8
(Gain) loss on sale of businesses and assets	—	—	(0.7)
Pension contributions	(132.5)	(148.3)	(183.4)
Pension expense	82.7	108.7	73.8
Decrease in deferred income taxes, net	2.7	1.2	24.8
Decrease (increase) in receivables, net	87.3	(11.5)	(14.3)
Decrease (increase) in inventories	15.3	(3.7)	6.3
Decrease (increase) in other assets	16.9	14.4	(23.7)
Increase (decrease) in accounts payable and other accrued liabilities	7.1	(61.1)	14.4
Decrease in other liabilities	(9.2)	(7.5)	(31.1)
Net cash provided by operating activities	<u>218.2</u>	<u>1.2</u>	<u>121.4</u>
Cash flows from investing activities			
Proceeds from investments	4,455.9	3,831.6	5,654.0
Purchases of investments	(4,490.0)	(3,806.2)	(5,640.3)
Capital additions of properties	(32.5)	(49.6)	(53.3)
Capital additions of outsourcing assets	(51.3)	(102.0)	(85.9)
Investment in marketable software	(63.3)	(62.1)	(73.6)
Other	(1.0)	10.4	3.8
Net cash used for investing activities	<u>(182.2)</u>	<u>(177.9)</u>	<u>(195.3)</u>
Cash flows from financing activities			
Proceeds from issuance of long-term debt	213.5	31.8	—
Payments for capped call transactions	(27.3)	—	—
Issuance costs relating to long-term debt	(7.3)	—	—
Payments of long-term debt	(129.8)	(10.4)	—
Proceeds from exercise of stock options	—	3.7	3.4
Net (payments) proceeds from short-term borrowings	(65.8)	65.8	—
Financing fees	—	(0.3)	(0.6)
Common stock repurchases	—	—	(35.7)
Dividends paid on preferred stock	—	—	(4.0)
Net cash (used for) provided by financing activities	<u>(16.7)</u>	<u>90.6</u>	<u>(36.9)</u>
Effect of exchange rate changes on cash and cash equivalents	(13.9)	(43.0)	(34.7)
Increase (decrease) in cash and cash equivalents	5.4	(129.1)	(145.5)
Cash and cash equivalents, beginning of year	365.2	494.3	639.8
Cash and cash equivalents, end of year	<u>\$ 370.6</u>	<u>\$ 365.2</u>	<u>\$ 494.3</u>

See notes to consolidated financial statements.

UNISYS CORPORATION
CONSOLIDATED STATEMENTS OF DEFICIT
(Millions)

	Unisys Corporation									
	Total	Total Unisys Corporation	Preferred Stock	Common Stock Par Value	Accumu-lated Deficit	Treasury Stock At Cost	Paid-in Capital	Accumu-lated Other Compre-hensive Loss	Non-controlling Interests	
Balance at December 31, 2013	\$ (663.9)	\$ (700.5)	\$ 249.7	\$ 0.4	\$ (1,782.5)	\$ (62.4)	\$ 4,227.7	\$ (3,333.4)	\$ 36.6	
Consolidated net income	59.3	46.7			46.7				12.6	
Stock-based compensation	13.5	13.5				(1.5)	15.0			
Dividends declared to preferred holders	(4.0)	(4.0)					(4.0)			
Preferred stock conversion	—	—	(249.7)	0.1			249.6			
Sale of subsidiary	1.5	—							1.5	
Common stock repurchases	(35.7)	(35.7)				(35.7)				
Translation adjustments	(66.3)	(61.0)						(61.0)	(5.3)	
Postretirement plans	(756.8)	(719.0)						(719.0)	(37.8)	
Balance at December 31, 2014	(1,452.4)	(1,460.0)	—	0.5	(1,735.8)	(99.6)	4,488.3	(4,113.4)	7.6	
Consolidated net income (loss)	(103.2)	(109.9)			(109.9)				6.7	
Stock-based compensation	12.1	12.1				(0.5)	12.6			
Translation adjustments	(100.8)	(96.0)						(96.0)	(4.8)	
Postretirement plans	265.7	264.1						264.1	1.6	
Balance at December 31, 2015	(1,378.6)	(1,389.7)	—	0.5	(1,845.7)	(100.1)	4,500.9	(3,945.3)	11.1	
Consolidated net income (loss)	(36.7)	(47.7)			(47.7)				11.0	
Stock-based compensation	8.8	8.8				(0.4)	9.2			
Discount on debt issuance	33.6	33.6					33.6			
Capped call on debt issuance	(27.3)	(27.3)					(27.3)			
Expenses of convertible notes	(1.2)	(1.2)					(1.2)			
Translation adjustments	(108.4)	(93.3)						(93.3)	(15.1)	
Postretirement plans	(137.6)	(114.2)						(114.2)	(23.4)	
Balance at December 31, 2016	\$ (1,647.4)	\$ (1,631.0)	\$ —	\$ 0.5	\$ (1,893.4)	\$ (100.5)	\$ 4,515.2	\$ (4,152.8)	\$ (16.4)	

See notes to consolidated financial statements.

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

Note 1 — Summary of significant accounting policies

Principles of consolidation The consolidated financial statements include the accounts of all majority-owned subsidiaries.

Use of estimates The preparation of financial statements in conformity with U.S. generally accepted accounting principles 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 accounts receivable, inventories, outsourcing assets, marketable software, goodwill and other long-lived assets, legal contingencies, indemnifications, assumptions used in the measurement of progress toward completion 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 significantly 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.

Cash equivalents All short-term investments purchased with a maturity of three months or less and certificates of deposit which may be withdrawn at any time at the discretion of the company without penalty are classified as cash equivalents.

Inventories Inventories are valued at the lower of cost or market. Cost is determined on the first-in, first-out method.

Properties Properties are carried at cost and are depreciated over the estimated lives of such assets using the straight-line method. The estimated lives used, in years, are as follows: buildings, 20 – 50; machinery and office equipment, 4 – 7; rental equipment, 4; and internal-use software, 3 – 10.

Advertising costs All advertising costs are expensed as incurred. The amount charged to expense during 2016, 2015 and 2014 was \$2.7 million, \$4.9 million and \$8.0 million, respectively.

Shipping and handling Costs related to shipping and handling is included in cost of revenue.

Goodwill Goodwill arising from the acquisition of an entity represents the excess of the cost of acquisition over the fair value of the acquired identifiable assets, liabilities and contingent liabilities of the entity recognized at the date of acquisition. Goodwill is initially recognized as an asset and is subsequently measured at cost less any accumulated impairment losses. Goodwill is held in the currency of the acquired entity and revalued to the closing rate at each balance sheet date.

The company tests goodwill for impairment annually in the fourth quarter using data as of September 30th of that year, as well as whenever there are events or changes in circumstances (triggering events) that would more likely than not reduce the fair value of one or more reporting units below its respective carrying amount. The impairment assessment involves a two-step test. In step one, the company compares the fair value of each of its reporting units to their respective carrying value. If the carrying value exceeds fair value, then step two of the impairment test is performed to determine if the implied fair value of the goodwill of the reporting unit exceeds the carrying value of that goodwill. If the carrying value of a reporting unit is zero or negative, the second step of the impairment test shall be performed to measure the amount of impairment loss, if any, when it is more likely than not that a goodwill impairment exists. In this evaluation a company is required to take into consideration certain qualitative factors and whether there are significant differences between the carrying value and the estimated fair value of its assets and liabilities, and the existence of significant unrecognized intangible assets. Goodwill is impaired when the carrying value of the goodwill exceeds its implied value. Impaired goodwill is written down to its implied fair value through a charge to the consolidated statement of income in the period the impairment is identified.

We estimate the fair value of each reporting unit using a combination of the income approach and market approach.

The income approach incorporates the use of a discounted cash flow method in which the estimated future cash flows and terminal values for each reporting unit are discounted to present value. Cash flow projections are based on management's estimates of economic and market conditions, which drive key assumptions of revenue growth rates, operating margins, capital expenditures and working capital requirements. The discount rate in turn is based on various market factors and specific risk characteristics of each reporting unit.

The market approach estimates fair value by applying performance metric multiples to the reporting unit's prior and expected operating performance. The multiples are derived from comparable publicly traded companies with similar operating and investment characteristics as the reporting unit.

If the fair value of the reporting unit derived using the income approach is significantly different from the fair value estimate using the market approach, the company reevaluates its assumptions used in the two models. When considering the weighting between the market approach and income approach, we gave more weighting to the income approach. The higher weighting assigned to the income approach took into consideration that the guideline companies used in the market approach generally represent larger diversified companies relative to the reporting units and may have different long term growth prospects, among other factors.

In order to assess the reasonableness of the calculated reporting unit fair values, the company also compares the sum of the reporting units' fair values to its market capitalization (per share stock price multiplied by shares outstanding) and calculates an implied control premium (the excess of the sum of the reporting units' fair values over the market capitalization).

Estimating the fair value of reporting units requires the use of estimates and significant judgments that are based on a number of factors including actual operating results. It is reasonably possible that the judgments and estimates described above could change in future periods.

Revenue recognition Revenue is recognized when persuasive evidence of an arrangement exists, delivery has occurred or services have been rendered, the fee is fixed or determinable, and collectability is probable.

Revenue from hardware sales with standard payment terms is recognized upon the passage of title and the transfer of risk of loss. Outside the United States, the company recognizes revenue even if it retains a form of title to products delivered to customers, provided the sole purpose is to enable the company to recover the products in the event of customer payment default and the arrangement does not prohibit the customer's use of the product in the ordinary course of business.

Revenue from software licenses with standard payment terms is recognized at the inception of the initial license term and upon execution of an extension to the license term.

The company also enters into multiple-element arrangements, which may include any combination of software, hardware, or services. For example, a client may purchase an enterprise server that includes operating system software. In addition, the arrangement may include post-contract support for the software and a contract for post-warranty maintenance for service of the hardware. These arrangements consist of multiple deliverables, with software and hardware delivered in one reporting period and the software support and hardware maintenance services delivered across multiple reporting periods. In another example, the company may provide desktop managed services to a client on a long term multiple year basis and periodically sell software and hardware products to the client. The services are provided on a continuous basis across multiple reporting periods and the software and hardware products are delivered in one reporting period. To the extent that a deliverable in a multiple-deliverable arrangement is subject to specific guidance, that deliverable is accounted for in accordance with such specific guidance. Examples of such arrangements may include leased hardware which is subject to specific leasing guidance or software which is subject to specific software revenue recognition guidance.

In these transactions, the company allocates the total revenue to be earned under the arrangement among the various elements based on a selling price hierarchy. The selling price for a deliverable is based on its vendor specific objective evidence (VSOE) if available, third party evidence (TPE) if VSOE is not available, or the best estimated selling price (ESP) if neither VSOE nor TPE is available. VSOE of selling price is based upon the normal pricing and discounting practices for those services and products when sold separately. TPE of selling price is based on evaluating largely similar and interchangeable competitor products or services in standalone sales to similarly situated customers. ESP is established considering factors such as margin objectives, discounts off of list prices, market conditions, competition and other factors. ESP represents the price at which the company would transact for the deliverable if it were sold by the company regularly on a standalone basis.

As mentioned above, some of the company's multiple-element arrangements may include leased hardware which is subject to specific leasing guidance. Revenue under these arrangements is allocated considering the relative selling prices of the lease and non-lease elements. Lease deliverables include hardware, financing, maintenance and other executory costs, while non-lease deliverables generally consist of non-maintenance services. The determination of the amount of revenue allocated to the lease deliverables begins by allocating revenue to maintenance and other executory costs plus a profit thereon. These elements are generally recognized over the term of the lease. The remaining amounts are allocated to the hardware and financing elements. The amount allocated to hardware is recognized as revenue monthly over the term of the lease for those leases which are classified as operating leases and at the inception of the lease term for those leases which are classified as sales-type leases. The amount of finance income attributable to sales-type leases is recognized on the accrual basis using the effective interest method.

For multiple-element arrangements that involve the licensing, selling or leasing of software, for software and software-related elements, the allocation of revenue is based on VSOE. There may be cases in which there is VSOE of fair value of the undelivered elements but no such evidence for the delivered elements. In these cases, the residual method is used to allocate the arrangement consideration. Under the residual method, the amount of consideration allocated to the delivered elements equals the total arrangement consideration less the aggregate VSOE of fair value of the undelivered elements.

For multiple-element arrangements that include services or products that (a) do not include the licensing, selling or leasing of software, or (b) contain software that is incidental to the services or products as a whole or (c) contain software components that are sold, licensed or leased with tangible products when the software components and non-software components (i.e., the software and hardware) of the tangible product function together to deliver the tangible product's essential functionality (e.g., sales of the company's enterprise-class servers including software and hardware), or some combination of the above, the allocation of revenue is based on the relative selling prices of each of the deliverables in the arrangement based on the selling price hierarchy, discussed above.

For multiple-element arrangements that include both software and non-software deliverables, the company allocates arrangement consideration to the software group and to the non-software group based on the relative selling prices of the deliverables in the arrangement based on the selling price hierarchy discussed above. For the software group, arrangement consideration is further allocated using VSOE as described above.

The company recognizes revenue on delivered elements only if: (a) any undelivered services or products are not essential to the functionality of the delivered services or products, (b) the company has an enforceable claim to receive the amount due in the event it does not deliver the undelivered services or products, (c) there is evidence of the selling price for each undelivered service or product, and (d) the revenue recognition criteria otherwise have been met for the delivered elements. Otherwise, revenue on delivered elements is recognized as the undelivered elements are delivered. The company evaluates each deliverable in an arrangement to determine whether it represents a separate unit of accounting. A delivered element constitutes a separate unit of accounting when it has standalone value and there is no customer-negotiated refund or return right for the delivered elements. If these criteria are not met, the deliverable is combined with the undelivered elements and the allocation of the arrangement consideration and revenue recognition are determined for the combined unit as a single unit.

Revenue from hardware sales and software licenses with extended payment terms is recognized as payments from customers become due (assuming that all other conditions for revenue recognition have been satisfied).

Revenue for operating leases is recognized on a monthly basis over the term of the lease and for sales-type leases at the inception of the lease term.

Revenue from equipment and software maintenance and post-contract support is recognized on a straight-line basis as earned over the terms of the respective contracts. Cost related to such contracts is recognized as incurred.

Revenue and profit under systems integration contracts are recognized either on the percentage-of-completion method of accounting using the cost-to-cost method, or when services have been performed, depending on the nature of the project. For contracts accounted for on the percentage-of-completion basis, revenue and profit recognized in any given accounting period are based on estimates of total projected contract costs. The estimates are continually reevaluated and revised, when necessary, throughout the life of a contract. Any adjustments to revenue and profit resulting from changes in estimates are accounted for in the period of the change in estimate. When estimates indicate that a loss will be incurred on a contract upon completion, a provision for the expected loss is recorded in the period in which the loss becomes evident.

Revenue from time and materials service contracts and outsourcing contracts is recognized as the services are provided using either an objective measure of output or on a straight-line basis over the term of the contract.

Income taxes Income taxes are based on income before taxes for financial reporting purposes and reflect a current tax liability for the estimated taxes payable in the current-year tax returns and changes in deferred taxes. Deferred tax assets or liabilities are determined based on differences between financial reporting and tax bases of assets and liabilities and are measured using enacted tax laws and rates. A valuation allowance is provided on deferred tax assets if it is determined that it is more likely than not that the asset will not be realized. The company recognizes penalties and interest accrued related to income tax liabilities in provision for income taxes in its consolidated statements of income.

Marketable software The cost of development of computer software to be sold or leased, incurred subsequent to establishment of technological feasibility, is capitalized and amortized to cost of sales over the estimated revenue-producing lives of the products, but not in excess of three years following product release. The company performs quarterly reviews to ensure that unamortized costs remain recoverable from future revenue.

Internal-use software The company capitalizes certain internal and external costs incurred to acquire or create internal-use software, principally related to software coding, designing system interfaces, and installation and testing of the software. These costs are amortized in accordance with the fixed asset policy described above.

Outsourcing assets Costs on outsourcing contracts are generally expensed as incurred. However, certain costs incurred upon initiation of an outsourcing contract (principally initial customer setup) are deferred and expensed over the initial contract life. Fixed assets and software used in connection with outsourcing contracts are capitalized and depreciated over the shorter of the initial contract life or in accordance with the fixed asset policy described above.

Recoverability of outsourcing assets is subject to various business risks. Quarterly, the company compares the carrying value of the outsourcing assets with the undiscounted future cash flows expected to be generated by the outsourcing assets to determine

if there is impairment. If impaired, the outsourcing assets are reduced to an estimated fair value on a discounted cash flow basis. The company prepares its cash flow estimates based on assumptions that it believes to be reasonable but are also inherently uncertain. Actual future cash flows could differ from these estimates.

Translation of foreign currency The local currency is the functional currency for most of the company's international subsidiaries, and as such, assets and liabilities are translated into U.S. dollars at year-end exchange rates. Income and expense items are translated at average exchange rates during the year. Translation adjustments resulting from changes in exchange rates are reported in other comprehensive income (loss). Exchange gains and losses on intercompany balances are reported in other income (expense), net.

For those international subsidiaries operating in highly inflationary economies, the U.S. dollar is the functional currency, and as such, nonmonetary assets and liabilities are translated at historical exchange rates, and monetary assets and liabilities are translated at current exchange rates. Exchange gains and losses arising from translation are included in other income (expense), net.

Stock-based compensation plans Stock-based compensation represents the cost related to stock-based awards granted to employees and directors. The company recognizes compensation expense for the fair value of stock options, which have graded vesting, on a straight-line basis over the requisite service period. The company estimates the fair value of stock options using a Black-Scholes valuation model. The expense is recorded in selling, general and administrative expenses.

Retirement benefits Accounting rules covering defined benefit pension plans and other postretirement benefits require that amounts recognized in financial statements be determined on an actuarial basis. A significant element in determining the company's retirement benefits expense or income is the expected long-term rate of return on plan assets. This expected return is an assumption as to the average rate of earnings expected on the funds invested or to be invested to provide for the benefits included in the projected pension benefit obligation. The company applies this assumed long-term rate of return to a calculated value of plan assets, which recognizes changes in the fair value of plan assets in a systematic manner over four years. This produces the expected return on plan assets that is included in retirement benefits expense or income. The difference between this expected return and the actual return on plan assets is deferred. The net deferral of past asset losses or gains affects the calculated value of plan assets and, ultimately, future retirement benefits expense or income.

At December 31 of each year, the company determines the fair value of its retirement benefits plan assets as well as the discount rate to be used to calculate the present value of plan liabilities. The discount rate is an estimate of the interest rate at which the retirement benefits could be effectively settled. In estimating the discount rate, the company looks to rates of return on high-quality, fixed-income investments currently available and expected to be available during the period to maturity of the retirement benefits. The company uses a portfolio of fixed-income securities, which receive at least the second-highest rating given by a recognized ratings agency.

Fair value measurements Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining fair value measurements for assets and liabilities required to be recorded at fair value, the company assumes that the transaction is an orderly transaction that assumes exposure to the market for a period before the measurement date to allow for marketing activities that are usual and customary for transactions involving such assets or liabilities; it is not a forced transaction (for example, a forced liquidation or distress sale). The fair value hierarchy has three levels of inputs that may be used to measure fair value: Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that the company can access at the measurement date; Level 2 – Inputs other than quoted prices within Level 1 that are observable for the asset or liability, either directly or indirectly; and Level 3 – Unobservable inputs for the asset or liability. The company has applied fair value measurements to its long-term debt (see note 12), derivatives (see note 12) and to its postretirement plan assets (see note 16).

Noncontrolling interest The company owns a fifty-one percent interest in Intelligent Processing Solutions Ltd. (iPSL), a U.K. business processing outsourcing joint venture. The remaining interests, which are reflected as a noncontrolling interest in the company's financial statements, are owned by three financial institutions for which iPSL performs services.

Note 2 — Earnings per common share

The following table shows how the earnings (loss) per common share attributable to Unisys Corporation were computed for the three years ended December 31, 2016.

Year ended December 31,	2016	2015	2014
Basic earnings (loss) per common share computation			
Net income (loss) attributable to Unisys Corporation common shareholders	\$ (47.7)	\$ (109.9)	\$ 44.0
Weighted average shares (thousands)	50,060	49,905	49,280
Basic earnings (loss) per common share	\$ (0.95)	\$ (2.20)	\$ 0.89
Diluted earnings (loss) per common share computation			
Net income (loss) attributable to Unisys Corporation for diluted earnings per share	\$ (47.7)	\$ (109.9)	\$ 44.0
Weighted average shares (thousands)	50,060	49,905	49,280
Plus incremental shares from assumed conversions:			
Employee stock plans	—	—	304
Adjusted weighted average shares	50,060	49,905	49,584
Diluted earnings (loss) per common share	\$ (0.95)	\$ (2.20)	\$ 0.89

In 2016, 2015 and 2014, the following weighted-average number of stock options and restricted stock units were antidilutive and therefore excluded from the computation of diluted earnings per common share (in thousands): 3,553; 2,915; and 1,929, respectively. In 2016, the following weighted-average number of common shares issuable upon conversion of the 5.50% Convertible Senior Notes due 2021 were antidilutive and therefore excluded from the computation of diluted earnings per share (in thousands): 17,230. In 2014, the following weighted-average mandatory convertible preferred stock was antidilutive and therefore excluded from the computation of diluted earnings per share (in thousands): 1,171.

Note 3 — Cost reduction actions

In 2015, in connection with organizational initiatives to create a more competitive cost structure and rebalance the company's global skill set, the company initiated a plan to incur restructuring charges currently estimated at approximately \$300 million through 2017.

During 2015, the company recognized charges of \$118.5 million in connection with this plan, principally related to a reduction in employees. The charges related to work-force reductions were \$78.8 million and were comprised of: (a) a charge of \$27.9 million for 700 employees in the U.S. and (b) a charge of \$50.9 million for 782 employees outside the U.S. In addition, the company recorded charges of \$39.7 million comprised of \$20.2 million for asset impairments and \$19.5 million for other expenses related to the cost reduction effort. The charges were recorded in the following statement of income classifications: cost of revenue – services, \$52.3 million; cost of revenue – technology, \$0.3 million; selling, general and administrative expenses, \$53.5 million; and research and development expenses, \$12.4 million.

During 2016, the company recognized charges of \$82.1 million in connection with this plan. The charges related to work-force reductions were \$62.6 million, principally related to severance costs, and were comprised of: (a) a charge of \$7.0 million for 351 employees in the U.S. and (b) a charge of \$55.6 million for 1,048 employees outside the U.S. In addition, the company recorded charges of \$19.5 million comprised of \$0.7 million for net asset sales and write-offs, \$5.5 million for idle leased facilities and contract amendment and termination costs and \$13.3 million for professional fees and other expenses related to the cost reduction effort. The charges were recorded in the following statement of income classifications: cost of revenue - services, \$42.4 million; selling, general and administrative expenses, \$38.0 million; and research and development expenses, \$1.7 million.

The following table presents a reconciliation of the work-force reduction liability:

	Total	U.S.	International
Charges for work-force reductions	\$ 78.8	\$ 27.9	\$ 50.9
Payments	(45.3)	(23.7)	(21.6)
Translation adjustments	(0.5)		(0.5)
Balance at December 31, 2015	33.0	4.2	28.8
Additional Provisions	66.9	8.3	58.6
Payments	(59.3)	(9.4)	(49.9)
Changes in estimates	(4.3)	(1.3)	(3.0)
Translation adjustments	(1.1)	—	(1.1)
Balance at December 31, 2016	<u>\$ 35.2</u>	<u>\$ 1.8</u>	<u>\$ 33.4</u>
Expected future payments on balance at December 31, 2016			
In 2017	\$ 21.2	\$ 1.8	\$ 19.4
Beyond 2017	14.0	—	14.0

Note 4 — Goodwill

During the fourth quarter of 2016, the company performed its annual impairment test of goodwill for all of our reporting units. The fair values of each of the reporting units exceeded their carrying values; therefore, no goodwill impairment was required.

At December 31, 2016, the amount of goodwill allocated to reporting units with negative net assets was as follows: Business Processing Outsourcing Services, \$10.5.

Changes in the carrying amount of goodwill by segment for the years ended December 31, 2016 and 2015 were as follows:

	Total	Services	Technology
Balance at December 31, 2014	\$ 183.9	\$ 75.2	\$ 108.7
Translation adjustments	(6.5)	(6.5)	—
Balance at December 31, 2015	177.4	68.7	108.7
Translation adjustments	1.2	1.2	—
Balance at December 31, 2016	<u>\$ 178.6</u>	<u>\$ 69.9</u>	<u>\$ 108.7</u>

Note 5 — Recent accounting pronouncements and accounting changes

Effective January 1, 2016, the company adopted new guidance issued by the Financial Accounting Standards Board ("FASB") on the presentation of debt issuance costs. The new guidance requires that debt issuance costs shall be reported in the balance sheet as a direct deduction from the face amount of that debt. Previously the company reported these costs in "Other long-term assets" in the company's consolidated balance sheets. At December 31, 2015, the amount reclassified was \$1.8 million. The new guidance has been applied on a retrospective basis whereby prior-period financial statements have been adjusted to reflect the application of the new guidance, as required by the FASB.

Effective January 1, 2016, the company adopted new guidance issued by the FASB that simplifies the measurement of inventory. The new guidance states that an entity should measure inventory at the lower of cost and net realizable value. Net realizable value is the estimate of estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal and transportation. When evidence exists that the net realizable value of inventory is lower than its cost, the difference shall be recognized as a loss in the period in which it occurs. That loss may be required, for example, due to damage, physical deterioration, obsolescence, changes in price levels, or other causes. Adoption of this new guidance had no impact on the company's consolidated results of operations and financial position.

Effective January 1, 2016, the company adopted new guidance issued by the FASB that simplifies the balance sheet classification of deferred income taxes. The new guidance requires that deferred tax liabilities and assets be classified as noncurrent in a classified statement of financial position. The new guidance also requires companies to offset all deferred tax assets and liabilities (and valuation allowances) for each tax-paying jurisdiction within each tax-paying component. The net deferred tax must be presented as a single noncurrent amount. Previous guidance required an entity to separate deferred income tax liabilities and assets into current and noncurrent amounts in a classified statement of financial position. The new guidance has been applied on a retrospective basis whereby prior-period financial statements have been adjusted to reflect the application of the new guidance. At December 31, 2015, the reclassification resulted in a reduction of current deferred income tax assets of \$24.1 million, a decrease in other current assets of \$0.1 million, an increase in noncurrent deferred income tax assets of \$12.9

million, a decrease in other long-term assets of \$0.1 million, a decrease in current other accrued liabilities of \$9.4 million and a decrease in other long-term liabilities of \$2.0 million.

Effective January 1, 2016, the company adopted new guidance issued by the FASB that removes the requirement to categorize within the fair value hierarchy and make certain disclosures for all investments that are eligible to be measured at fair value using the net asset value per share practical expedient. The new guidance has been applied on a retrospective basis whereby prior-period disclosures have been adjusted to reflect the application of the new guidance. Adoption of this new guidance had no impact on the company's consolidated results of operations and financial position.

Effective for the annual reporting period ended December 31, 2016, the company adopted new guidance issued by the FASB which requires management to evaluate whether there is substantial doubt about an entity's ability to continue as a going concern for each annual and interim reporting period. If substantial doubt exists, additional disclosure is required. Adoption of this new guidance had no impact on the company's consolidated results of operations and financial position.

In January 2017, the FASB issued new guidance which simplifies how an entity is required to test goodwill for impairment by eliminating Step 2 from the goodwill impairment test. Step 2 measures a goodwill impairment loss by comparing the implied fair value of a reporting unit's goodwill with the carrying amount of that goodwill. Under the amended guidance, an entity will perform its annual or interim goodwill impairment test by comparing the fair value of a reporting unit with its carrying amount. An impairment charge will be recognized for the amount by which the carrying amount exceeds the reporting unit's fair value. The guidance is effective for annual reporting periods beginning after December 15, 2019, with early adoption permitted for interim or annual goodwill impairment tests performed on testing dates after January 1, 2017. The company will adopt the new guidance on January 1, 2017. The company does not expect the adoption to have a material impact on its consolidated results of operations and financial position.

In October 2016, the FASB issued new guidance which reduces the complexity in the accounting standards by allowing the recognition of current and deferred income taxes for an intra-entity asset transfer, other than inventory, when the transfer occurs. Historically, recognition of the income tax consequence was not recognized until the asset was sold to an outside party. This amendment should be applied on a modified retrospective basis through a cumulative-effect adjustment directly to retained earnings as of the beginning of the period of adoption. This update is effective for annual periods beginning after December 15, 2017, and interim periods within those fiscal years, with earlier adoption permitted. The company will adopt the new guidance on January 1, 2017. The company does not expect the adoption to have a material impact on its consolidated results of operations and financial position.

In August 2016, the FASB issued new guidance which clarifies the treatment of several cash flow categories. In addition, the guidance also clarifies that when cash receipts and cash payments have aspects of more than one class of cash flows and cannot be separated, classification will depend on the predominant source or use. This update is effective for annual periods beginning after December 15, 2017, and interim periods within those fiscal years, with early adoption permitted, including adoption in an interim period. The company will adopt the new guidance on January 1, 2017. The company does not expect the adoption to have a material impact on its consolidated statements of cash flows.

In June 2016, the FASB issued new guidance that introduces a new model for recognizing credit losses on financial instruments based on an estimate of current expected losses. This includes trade and other receivables, loans and other financial instruments. This update is effective for annual periods beginning after December 15, 2019, with earlier adoption permitted. The company is currently assessing when it will choose to adopt, and is currently evaluating the impact of the adoption on its consolidated financial statements.

In March 2016, the FASB issued new guidance that will change certain aspects of accounting for share-based payments to employees. The new guidance will require all income tax effects of awards to be recognized in the income statement when the awards vest or are settled. It also will allow an employer to repurchase more of an employee's shares than it can today for tax withholding purposes without triggering liability accounting and to make a policy election to account for forfeitures as they occur. The guidance is effective for annual reporting periods beginning after December 15, 2016. The company will adopt the new guidance on January 1, 2017. The company does not expect the adoption to have a material impact on its consolidated results of operations and financial position.

In February 2016, the FASB issued a new lease accounting standard entitled "Leases." The new standard is intended to improve financial reporting about leasing transactions. The new rule will require organizations that lease assets, referred to as lessees, to recognize on the balance sheet the assets and liabilities for the rights and obligations created by those leases. The standard requires disclosures to help investors and other financial statement users better understand the amount, timing and uncertainty of cash flows arising from leases. The standard is effective for annual reporting periods beginning after December 15, 2018, which for the company is January 1, 2019. Earlier adoption is permitted. The company is currently assessing when it will choose to adopt, and is currently evaluating the impact of the adoption on its consolidated results of operations and financial position.

In 2014, the FASB issued a new revenue recognition standard entitled “Revenue from Contracts with Customers.” The objective of the standard is to establish the principles that an entity shall apply to report useful information to users of financial statements about the nature, amount, timing, and uncertainty of revenue and cash flows from a contract with a customer. The standard, and its various amendments, is effective for annual reporting periods beginning after December 15, 2017, which for the company is January 1, 2018. Earlier application is permitted only as of annual reporting periods beginning after December 15, 2016, which for the company is January 1, 2017. The standard allows for either “full retrospective” adoption, meaning the standard is applied to all periods presented, or “modified retrospective” adoption, meaning the standard is applied only to the most current period presented in the financial statements. Generally the new standard would require the company to recognize revenue for certain transactions, including extended payment term software licenses and short-term software licenses, sooner than the current rules would allow. The company will adopt the standard on January 1, 2018 using the modified retrospective method. The company is currently evaluating the impact the adoption of this new standard will have on its consolidated results of operations and financial position and currently does not believe that there will be a material impact upon adoption or on a go-forward basis. However, the final impact cannot be determined until the end of 2017 and it will be impacted by transactions entered into during 2017.

Note 6 — Accounts receivable

Accounts receivable consist principally of trade accounts receivable from customers and are generally unsecured and due within 30 to 90 days. Credit losses relating to these receivables consistently have been within management’s expectations. Expected credit losses are recorded as an allowance for doubtful accounts in the consolidated balance sheets. Estimates of expected credit losses are based primarily on the aging of the accounts receivable balances. The company records a specific reserve for individual accounts when it becomes aware of a customer’s inability to meet its financial obligations, such as in the case of bankruptcy filings or deterioration in the customer’s operating results or financial position. The collection policies and procedures of the company vary by credit class and prior payment history of customers.

Revenue recognized in excess of billings on services contracts, or unbilled accounts receivable, was \$98.0 million and \$93.5 million at December 31, 2016 and 2015, respectively.

At December 31, 2016, receivables under sales-type leases before the allowance for unearned income were collectible as follows: 2017, \$27.9; 2018, \$30.0; 2019, \$20.3; 2020, \$8.1; 2021, \$0.6; and \$0.2 thereafter.

Unearned income, which is deducted from accounts and notes receivable, was \$7.0 million and \$10.9 million at December 31, 2016 and 2015, respectively. The allowance for doubtful accounts, which is reported as a deduction from accounts and notes receivable, was \$22.8 million and \$21.1 million at December 31, 2016 and 2015, respectively. The provision for doubtful accounts, which is reported in selling, general and administrative expenses in the consolidated statements of income, was expense of \$2.2 million, \$3.0 million and \$2.7 million, in 2016, 2015 and 2014, respectively.

Note 7 — Income taxes

Following is the total income (loss) before income taxes and the provision for income taxes for the three years ended December 31, 2016.

Year ended December 31,	2016	2015	2014
Income (loss) before income taxes			
United States	\$ (88.3)	\$ (130.6)	\$ (19.9)
Foreign	108.8	71.8	165.4
Total income (loss) before income taxes	\$ 20.5	\$ (58.8)	\$ 145.5
Provision for income taxes			
Current			
United States	\$ 6.7	\$ 1.0	\$ 2.1
Foreign	47.7	42.2	59.4
State and local	—	0.3	1.0
Total	54.4	43.5	62.5
Deferred			
United States	—	—	—
Foreign	2.8	0.9	23.7
Total provision for income taxes	\$ 57.2	\$ 44.4	\$ 86.2

Following is a reconciliation of the provision for income taxes at the United States statutory tax rate to the provision for income taxes as reported:

Year ended December 31,	2016	2015	2014
United States statutory income tax provision (benefit)	\$ 7.2	\$ (20.6)	\$ 50.9
Income and losses for which no provision or benefit has been recognized	65.5	69.1	35.7
Foreign rate differential and other foreign tax expense	(21.1)	(15.9)	(22.0)
Income tax withholdings	22.8	12.5	17.1
Permanent items	(4.7)	(1.9)	1.1
Enacted rate changes	3.5	9.1	—
Change in uncertain tax positions	0.4	1.5	0.2
Change in valuation allowances due to changes in judgment	(16.4)	(5.4)	7.0
Income tax credits, U.S.	—	(4.0)	(3.9)
Other	—	—	0.1
Provision for income taxes	\$ 57.2	\$ 44.4	\$ 86.2

The 2016 and 2015 provision for income taxes included \$3.5 million and \$9.1 million due to a reduction in the UK income tax rate. The rate reductions were enacted in the third quarter of 2016 and the fourth quarter of 2015 and reduced the rate from 18% to 17% and from 20% to 18% effective April 1, 2020 and 2017, respectively. The tax provision was principally caused by a write down of the UK company's net deferred tax assets.

The tax effects of temporary differences and carryforwards that give rise to significant portions of deferred tax assets and liabilities at December 31, 2016 and 2015 were as follows:

As of December 31,	2016	2015
Deferred tax assets		
Tax loss carryforwards	\$ 889.6	\$ 854.5
Postretirement benefits	728.9	695.7
Foreign tax credit carryforwards	317.6	263.2
Other tax credit carryforwards	91.4	86.7
Deferred revenue	81.0	65.7
Employee benefits and compensation	49.1	49.9
Purchased capitalized software	32.6	39.5
Depreciation	28.3	36.8
Warranty, bad debts and other reserves	16.1	14.1
Capitalized costs	10.9	13.0
Capitalized research and development	—	3.2
Other	27.7	39.7
	2,273.2	2,162.0
Valuation allowance	(2,084.6)	(2,024.9)
Total deferred tax assets	\$ 188.6	\$ 137.1
Deferred tax liabilities		
Capitalized research and development	\$ 20.3	\$ —
Other	28.4	22.7
Total deferred tax liabilities	\$ 48.7	\$ 22.7
Net deferred tax assets	\$ 139.9	\$ 114.4

At December 31, 2016, the company has tax effected U.S. Federal (\$455.5 million), state and local (\$199.3 million), and foreign (\$234.8 million) tax loss carryforwards, the total of which is \$889.6 million. These carryforwards will expire as follows: 2017, \$9.0; 2018, \$4.8; 2019, \$6.6; 2020, \$20.4; 2021, \$17.9; and \$830.9 thereafter. The company also has available tax credit carryforwards of \$408.9 million, which will expire as follows (in millions): 2017, \$48.1; 2018, \$21.0; 2019, \$19.7; 2020, \$45.9; 2021, \$41.4; and \$232.8 thereafter.

Failure to achieve forecasted taxable income might affect the ultimate realization of the company's net deferred tax assets. Factors that may affect the company's ability to achieve sufficient forecasted taxable income include, but are not limited to, the following: increased competition, a decline in sales or margins, loss of market share, the impact of the economic environment, delays in product availability and technological obsolescence.

Cumulative undistributed earnings of foreign subsidiaries, for which no U.S. income or foreign withholding taxes have been recorded, approximated \$1.5 billion at December 31, 2016. As the company currently intends to indefinitely reinvest all such earnings, no provision has been made for income taxes that may become payable upon distribution of such earnings, and it is not practicable to determine the amount of the related unrecognized deferred income tax liability.

Cash paid for income taxes, net of refunds, during 2016, 2015 and 2014 was \$46.4 million, \$59.7 million and \$73.9 million, respectively.

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

Year ended December 31,	2016		2015		2014	
Balance at January 1	\$	27.7	\$	35.0	\$	26.3
Additions based on tax positions related to the current year		2.7		3.4		14.4
Changes for tax positions of prior years		2.0		(4.0)		(1.4)
Reductions as a result of a lapse of applicable statute of limitations		(2.8)		(3.4)		(1.6)
Settlements		(0.1)		(0.9)		(0.9)
Changes due to foreign currency		(3.7)		(2.4)		(1.8)
Balance at December 31	\$	25.8	\$	27.7	\$	35.0

The company recognizes penalties and interest accrued related to income tax liabilities in the provision for income taxes in its consolidated statements of income. At December 31, 2016 and 2015, the company had an accrual of \$1.2 million and \$1.0 million, respectively, for the payment of penalties and interest.

At December 31, 2016, all of the company's liability for unrecognized tax benefits, if recognized, would affect the company's effective tax rate. Within the next 12 months, the company believes that it is reasonably possible that the amount of unrecognized tax benefits may significantly change; however, various events could cause this belief to change in the future.

The company and its subsidiaries file income tax returns in the U.S. federal jurisdiction, and various states and foreign jurisdictions. Several U.S. state and foreign income tax audits are in process. The company is under an audit in India, for which years prior to 2006 are closed. For Brazil and the United Kingdom, which are the most significant jurisdictions outside the U.S., the audit periods through 2010 are closed. All of the various ongoing income tax audits throughout the world are not expected to have a material impact on the company's financial position.

Internal Revenue Code Sections 382 and 383 provide annual limitations with respect to the ability of a corporation to utilize its net operating loss (as well as certain built-in losses) and tax credit carryforwards, respectively ("Tax Attributes"), against future U.S. taxable income, if the corporation experiences an "ownership change." In general terms, an ownership change may result from transactions increasing the ownership of certain stockholders in the stock of a corporation by more than 50 percentage points over a three-year period. The company regularly monitors ownership changes (as calculated for purposes of Section 382). The company has determined that, for purposes of the rules of Section 382 described above, an ownership change occurred in February 2011. Any future transaction or transactions and the timing of such transaction or transactions could trigger additional ownership changes under Section 382.

As a result of the February 2011 ownership change, utilization for certain of the company's Tax Attributes, U.S. net operating losses and tax credits, is subject to an overall annual limitation of \$70.6 million. The cumulative limitation as of December 31, 2016 is approximately \$307.0 million. This limitation will be applied first to any recognized built in losses, then to any net operating losses, and then to any other Tax Attributes. Any unused limitation may be carried over to later years. Based on presently available information and the existence of tax planning strategies, the company does not expect to incur a U.S. cash tax liability in the near term. The company maintains a full valuation allowance against the realization of all U.S. deferred tax assets as well as certain foreign deferred tax assets in excess of deferred tax liabilities.

Note 8 — Properties

Properties comprise the following:

As of December 31,	2016		2015	
Land	\$	2.7	\$	2.8
Buildings		88.2		93.1
Machinery and office equipment		591.7		586.8
Internal-use software		145.9		144.5
Rental equipment		58.1		49.4
Total properties	\$	886.6	\$	876.6

Note 9 — Debt

Long-term debt is comprised of the following:

As of December 31,	2016		2015	
5.50% convertible senior notes due March 1, 2021 (\$213.5 million face value less unamortized discount and fees of \$34.4 million)	\$	179.1	\$	—
6.25% senior notes due August 15, 2017 (\$95.0 million and \$210.0 million face value less unamortized discount and fees of \$0.3 million and \$1.8 million)		94.7		208.2*
Capital leases		10.1		12.5
Other debt		16.1		24.0
Total		300.0		244.7*
Less – current maturities		106.0		11.0
Total long-term debt	\$	194.0	\$	233.7*

*Changed to conform to the current-year presentation. See Note 5.

Long-term debt maturities in 2017, 2018, 2019, 2020, 2021 and thereafter are \$106.0 million, \$10.3 million, \$1.3 million, \$1.3 million, \$180.3 million and \$0.8 million, respectively. Included in the above are capital lease maturities in 2017, 2018, 2019, 2020, 2021 and thereafter of \$3.0 million, \$2.4 million, \$1.3 million, \$1.3 million, \$1.3 million and \$0.8 million, respectively.

Cash paid for interest during 2016, 2015 and 2014 was \$22.1 million, \$14.4 million and \$13.2 million, respectively. Capitalized interest expense during 2016, 2015 and 2014 was \$3.0 million, \$3.1 million and \$4.0 million, respectively.

The amount reported in other debt represents debt secured by the sale of an account receivable.

During 2016, the company retired an aggregate principal amount of \$115.0 million of its 6.25% senior notes due 2017. The company used cash on hand to fund the retirement of this debt. As a result of this retirement, the company recognized charges in "Other income (expense), net" of \$4.0 million (\$3.6 million of premium paid and \$0.4 million for the write-off of issuance costs).

On March 15, 2016, the company issued \$190.0 million aggregate principal amount of Convertible Senior Notes due 2021 (the notes). On April 13, 2016, the company issued an additional \$23.5 million of the notes pursuant to an over-allotment option exercised by the initial purchasers to buy additional notes, for a total of \$213.5 million of notes issued. The notes, which are senior unsecured obligations, bear interest at a coupon rate of 5.50% (or 9.5% effective interest rate) per year until maturity, payable semiannually in arrears on March 1 and September 1 of each year, beginning on September 1, 2016. The notes are not redeemable prior to maturity and are convertible into shares of the company's common stock. The conversion rate for the notes is 102.4249 shares of the company's common stock per \$1,000 principal amount of the notes (or a total amount of 21,867,716 shares), which is equivalent to an initial conversion price of approximately \$9.76 per share of the company's common stock. Upon any conversion, the company will settle its conversion obligation in cash, shares of its common stock, or a combination of cash and shares of its common stock, at its election.

In connection with the issuances of the notes, the company also paid \$27.3 million to enter into privately negotiated capped call transactions with the initial purchasers and/or affiliates of the initial purchasers. The capped call transactions will cover, subject to customary anti-dilution adjustments, the number of shares of the company's common stock that will initially underlie the notes. The capped call transactions will effectively raise the conversion premium on the notes from approximately 22.5% to approximately 60%, which raises the initial conversion price from approximately \$9.76 per share of common stock to approximately \$12.75 per share of common stock. The capped call transactions are expected to reduce potential dilution to the company's common stock and/or offset potential cash payments the company is required to make in excess of the principal amount upon any conversion of the notes.

In accordance with Accounting Standards Codification 470-20, a convertible debt instrument that may be settled entirely or partially in cash is required to be separated into a liability and equity component, such that interest expense reflects the issuer's non-convertible debt interest rate. Upon issuance, (i) a debt discount of \$33.6 million was recognized as a decrease in debt and an increase in additional-paid in capital and (ii) the cost of the capped call transactions of \$27.3 million was recognized as a decrease in cash and a decrease in additional paid-in capital. The debt component will accrete up to the principal amount and will be recognized as non-cash interest expense over the expected term of the notes. In 2016, \$14.5 million was recorded as interest expense on such convertible debt, which includes the contractual interest coupon: (\$9.2 million), amortization of the debt discount: (\$4.3 million), and amortization of the debt issuance costs: (\$1.0 million).

The company has a secured revolving credit facility expiring in June 2018, that provides for loans and letters of credit up to an aggregate amount of \$150.0 million (with a limit on letters of credit of \$100.0 million). At December 31, 2016, the company had no borrowings and \$11.3 million letters of credit outstanding under this facility. Borrowing limits under the facility are based upon the amount of eligible U.S. accounts receivable. At December 31, 2016, availability under the facility was \$102.5 million net of letters of credit issued. Borrowings under the facility bear interest based on short term rates. The credit agreement contains customary representations and warranties, including that there has been no material adverse change in the company's business, properties, operations or financial condition. The company is required to maintain a minimum fixed charge coverage ratio if the availability under the credit facility falls below the greater of 12.5% of the lenders' commitments under the facility and \$18.75 million. The credit agreement allows the company to pay dividends on its capital stock in an amount up to \$22.5 million per year unless the company is in default and to, among other things, repurchase its equity, prepay other debt, incur other debt or liens, dispose of assets and make acquisitions, loans and investments, provided the company complies with certain requirements and limitations set forth in the agreement. 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. The credit facility is guaranteed by Unisys Holding Corporation, Unisys NPL, Inc., Unisys AP Investment Company I and any future material domestic subsidiaries. The facility is secured by the assets of Unisys Corporation and the subsidiary guarantors, other than certain excluded assets. The company may elect to prepay or terminate the credit facility without penalty.

At December 31, 2016, the company has met all covenants and conditions under its various lending agreements. The company expects to continue to meet these covenants and conditions.

The company's principal sources of liquidity are cash on hand, cash from operations and its revolving credit facility, discussed above. The company and certain international subsidiaries have access to uncommitted lines of credit from various banks.

The company's anticipated future cash expenditures include anticipated contributions to its defined benefit pension plans. The company believes that it has adequate sources of liquidity to meet its expected 2017 cash requirements.

Note 10 — Other accrued liabilities

Other accrued liabilities (current) are comprised of the following:

As of December 31,		2016		2015
Payrolls and commissions	\$	110.6	\$	102.7
Accrued vacations		47.1		51.1
Income taxes		35.3		22.6*
Taxes other than income taxes		25.4		32.7
Cost reduction (work-force reductions)		21.2		33.0
Postretirement		19.3		20.7
Accrued interest		6.1		4.9
Other		84.2		62.2
Total other accrued liabilities	\$	349.2	\$	329.9*

*Changed to conform to the current-year presentation. See Note 5.

Note 11 — Rental expense and commitments

Rental expense, less income from subleases, for 2016, 2015 and 2014 was \$77.4 million, \$80.6 million and \$83.7 million, respectively. Income from subleases, for 2016, 2015 and 2014 was \$7.8 million, \$9.1 million and \$8.5 million, respectively.

Minimum net rental commitments under noncancelable operating leases, including idle leases, outstanding at December 31, 2016, substantially all of which relate to real properties, were as follows: 2017, \$47.8 million; 2018, \$37.7 million; 2019, \$30.6 million; 2020, \$22.8 million; 2021, \$13.1 million; and \$21.1 million thereafter. Such rental commitments have been reduced by minimum sublease rentals of \$17.7 million, due in the future under noncancelable subleases.

At December 31, 2016, the company had outstanding standby letters of credit and surety bonds totaling approximately \$298 million related to performance and payment guarantees. On the basis of experience with these arrangements, the company believes that any obligations that may arise will not be material. In addition, at December 31, 2016, the company had deposits and collateral of approximately \$44 million in other long-term assets, principally related to collateralized letters of credit, and to tax and labor contingencies in Brazil.

Note 12 — Financial instruments and concentration of credit risks

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 3 months or less, which have not been designated as hedging instruments. At December 31, 2016 and 2015, the notional amount of these contracts was \$428.9 million and \$940.1 million, respectively, and the fair value of such contracts was a net gain of \$0.5 million and a net loss of \$4.4 million, respectively, of which a gain of \$2.4 million and \$2.2 million, respectively, has been recognized in "Prepaid expenses and other current assets" and a loss of \$1.9 million and \$6.6 million, respectively, has been recognized in "Other accrued liabilities." Changes in the fair value of these instruments was a loss of \$29.1 million, a gain of \$15.6 million and a gain of \$17.3 million, respectively, for years ended December 31, 2016, 2015 and 2014, which has been recognized in earnings in "Other income (expense), net" in the company's consolidated statements of income. 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.

Financial instruments also include temporary cash investments and customer accounts receivable. Temporary investments are placed with creditworthy financial institutions, primarily in money market funds, time deposits and certificate of deposits which may be withdrawn at any time at the discretion of the company without penalty. At December 31, 2016 and 2015, the company's cash equivalents principally have maturities of less than one month or can be withdrawn at any time at the discretion of the company without penalty. Due to the short maturities of these instruments, they are carried on the consolidated balance sheets at cost plus accrued interest, which approximates market value. Realized gains or losses during 2016, 2015 and 2014, as well as unrealized gains or losses at December 31, 2016 and 2015, were immaterial. Receivables are due from a large number of customers that are dispersed worldwide across many industries. At December 31, 2016 and 2015, the company had no significant concentrations of credit risk with any one customer. At December 31, 2016 and 2015, the company had approximately \$74 million and \$99 million, respectively, of receivables due from various U.S. federal governmental agencies. At December 31, 2016 and 2015, the carrying amount of cash and cash equivalents approximated fair value. The fair value of long-term debt is based on market prices (Level 2 inputs). At December 31, 2016 and December 31, 2015, the fair value of the company's Senior Notes due 2017, of which a portion was retired in 2016, was \$97.8 million and \$213.2 million, respectively. At December 31, 2016, the fair value of the company's Convertible Senior Notes due 2021, which were issued in March and April of 2016, was \$379.8 million.

Note 13 — Foreign currency translation

During the years ended December 31, 2016, 2015 and 2014, the company recorded foreign exchange losses related to its Venezuelan subsidiary of \$0.4 million, \$8.4 million and \$7.4 million, respectively. At December 31, 2016, the company's operations in Venezuela had an immaterial amount of net monetary assets denominated in local currency.

During the years ended December 31, 2016, 2015 and 2014, the company recognized foreign exchange gains (losses) in "Other income (expense), net" in its consolidated statements of income of \$2.3 million, \$8.1 million and \$(7.0) million, respectively.

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 flows could be materially affected in any particular period by the resolution of one or more of the legal matters pending against it.

In April 2007, the Ministry of Justice of Belgium sued Unisys Belgium SA-NV, a Unisys subsidiary (Unisys Belgium), in the Court of First Instance of Brussels. The Belgian government had engaged the company to design and develop software for a computerized system to be used to manage the Belgian court system. The Belgian State terminated the contract and in its

lawsuit has alleged that the termination was justified because Unisys Belgium failed to deliver satisfactory software in a timely manner. It claims damages of approximately €28.0 million. Unisys Belgium filed its defense and counterclaim in April 2008, in the amount of approximately €18.5 million. The company believes it has valid defenses to the claims and contends that the Belgian State's termination of the contract was unjustified.

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 matters. The company believes that appropriate accruals have been established for such matters based on information currently available. At December 31, 2016, 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 \$126.0 million.

On June 26, 2014, the State of Louisiana filed a Petition for Damages against, among other defendants, the company and Molina Information Systems, LLC, in the Parish of East Baton Rouge, 19th Judicial District. The State alleged that between 1989 and 2012 the defendants, each acting successively as the State's Medicaid fiscal intermediary, utilized an incorrect reimbursement formula for the payment of pharmaceutical claims causing the State to pay excessive amounts for prescription drugs. The State contends overpayments of approximately \$68.0 million for the period January 2002 through July 2011 and is seeking data to identify the claims at issue for the remaining time period. The company believes that it has valid defenses to Louisiana's claims and is asserting them in the pending litigation.

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 December 31, 2016, it has adequate provisions for any such matters.

Note 15 — Segment information

The company has two business segments: Services and Technology. Revenue classifications within the Services segment are as follows:

- Cloud and infrastructure services. This represents revenue from helping clients apply cloud and as-a-service delivery models to capitalize on business opportunities, make their end users more productive, and manage and secure their IT infrastructure and operations more economically.
- Application services. This represents revenue from helping clients transform their business processes by providing advanced solutions for select industries, developing and managing new leading-edge applications, offering advanced data analytics and modernizing existing enterprise applications.
- Business process outsourcing (BPO) services. This represents revenue from the management of critical processes and functions for clients in target industries, helping them improve performance and reduce costs.

The accounting policies of each business 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 Technology segment recognizes intersegment revenue and manufacturing profit on software and hardware shipments to customers under Services contracts. The Services segment, in turn, recognizes customer revenue and marketing profits on such shipments of company software and hardware to customers. The Services segment also includes the sale of software and hardware products sourced from third parties that are sold to customers through the company's Services channels. In the company's consolidated statements of income, the manufacturing costs of products sourced from the Technology segment and sold to Services customers are reported in cost of revenue for Services.

Also included in the Technology segment's sales and operating profit are sales of software and hardware sold to the Services segment for internal use in Services engagements. The amount of such profit included in operating income of the Technology segment for the years ended December 31, 2016, 2015 and 2014 was \$0.7 million, \$9.2 million and \$17.0 million, respectively. The profit on these transactions is eliminated in Corporate.

The company evaluates business segment performance based on operating income exclusive of pension income or expense, restructuring charges and unusual and nonrecurring items, which are included in Corporate. All other corporate and centrally incurred costs are allocated to the business segments based principally on revenue, employees, square footage or usage. No

single customer accounts for more than 10% of revenue. Revenue from various agencies of the U.S. Government, which is reported in both business segments, was approximately \$564 million, \$569 million and \$529 million in 2016, 2015 and 2014, respectively.

Corporate assets are principally cash and cash equivalents, prepaid postretirement assets and deferred income taxes. The expense or income related to corporate assets is allocated to the business segments.

Customer revenue by classes of similar products or services, by segment, is presented below:

Year ended December 31,	2016		2015		2014	
Services						
Cloud & infrastructure services	\$	1,352.9	\$	1,513.1	\$	1,704.9
Application services		859.0		868.9		819.8
BPO services		194.4		223.6		261.0
		<u>2,406.3</u>		<u>2,605.6</u>		<u>2,785.7</u>
Technology		414.4		409.5		570.7
Total	\$	2,820.7	\$	3,015.1	\$	3,356.4

Presented below is a reconciliation of segment operating income to consolidated income (loss) before income taxes:

Year ended December 31,	2016		2015		2014	
Total segment operating income	\$	208.4	\$	174.9	\$	233.6
Interest expense		(27.4)		(11.9)		(9.2)
Other income (expense), net		0.3		8.2		(0.2)
Cost reduction charges		(82.1)		(118.5)		—
Corporate and eliminations		(78.7)		(111.5)		(78.7)
Total income (loss) before income taxes	\$	20.5	\$	(58.8)	\$	145.5

Presented below is a reconciliation of total business segment assets to consolidated assets:

As of December 31,	2016		2015		2014	
Total segment assets	\$	1,339.0	\$	1,486.0	\$	1,533.8
Cash and cash equivalents		370.6		365.2		494.3
Deferred income taxes		146.1		127.4*		146.3*
Prepaid postretirement assets		33.3		45.1		19.9
Other corporate assets		132.6		106.3*		126.7*
Total assets	\$	2,021.6	\$	2,130.0*	\$	2,321.0*

*Changed to conform to the current-year presentation. See Note 5.

A summary of the company's operations by business segment for 2016, 2015 and 2014 is presented below:

	Total	Corporate	Services	Technology
2016				
Customer revenue	\$ 2,820.7		\$ 2,406.3	\$ 414.4
Intersegment		\$ (22.6)	—	22.6
Total revenue	\$ 2,820.7	\$ (22.6)	\$ 2,406.3	\$ 437.0
Operating income (loss)	\$ 47.6	\$ (160.8)	\$ 46.9	\$ 161.5
Depreciation and amortization	155.6		81.8	73.8
Total assets	2,021.6	682.6	963.3	375.7
Capital expenditures	147.1	3.0	74.8	69.3
2015				
Customer revenue	\$ 3,015.1		\$ 2,605.6	\$ 409.5
Intersegment		\$ (49.0)	0.1	48.9
Total revenue	\$ 3,015.1	\$ (49.0)	\$ 2,605.7	\$ 458.4
Operating income (loss)	\$ (55.1)	\$ (230.0)	\$ 61.2	\$ 113.7
Depreciation and amortization	180.1		104.8	75.3
Total assets	2,130.0*	644.0*	1,081.7	404.3
Capital expenditures	213.7	1.9	143.3	68.5
2014				
Customer revenue	\$ 3,356.4		\$ 2,785.7	\$ 570.7
Intersegment		\$ (58.4)	0.3	58.1
Total revenue	\$ 3,356.4	\$ (58.4)	\$ 2,786.0	\$ 628.8
Operating income	\$ 154.9	\$ (78.7)	\$ 96.0	\$ 137.6
Depreciation and amortization	168.6		103.2	65.4
Total assets	2,321.0*	787.2*	1,099.2	434.6
Capital expenditures	212.8	4.9	133.8	74.1

*Changed to conform to the current-year presentation. See Note 5.

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

Year ended December 31,	2016	2015	2014
Revenue			
United States	\$ 1,309.3	\$ 1,454.9	\$ 1,378.1
United Kingdom	348.0	375.8	435.4
Other foreign	1,163.4	1,184.4	1,542.9
Total	\$ 2,820.7	\$ 3,015.1	\$ 3,356.4
Properties, net			
United States	\$ 91.4	\$ 96.9	\$ 111.9
United Kingdom	15.1	18.8	22.0
Other foreign	38.8	38.1	34.8
Total	\$ 145.3	\$ 153.8	\$ 168.7
Outsourcing assets, net			
United States	\$ 105.1	\$ 119.4	\$ 99.7
United Kingdom	39.0	36.6	25.8
Other foreign	28.4	26.0	25.4
Total	\$ 172.5	\$ 182.0	\$ 150.9

Note 16 — Employee plans

Stock plans 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. At December 31, 2016, 3.8 million shares of unissued common stock of the company were available for granting under these plans.

As of December 31, 2016, 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 expenses, and recognizes the compensation cost for only those awards expected to vest. The company estimates the forfeiture rate based on its historical experience and its expectations about future forfeitures.

The company's employee stock option grants include a provision that, if termination of employment occurs after the participant has attained age 55 and completed 5 years of service with the company, the participant shall continue to vest in each of his or her awards in accordance with the vesting schedule set forth in the applicable award agreement. Compensation expense for such awards is recognized over the period to the date the employee first becomes eligible for retirement. Time-based restricted stock unit grants for the company's directors vest upon award and compensation expense for such awards is recognized upon grant.

Options have been granted to purchase the company's common stock at an exercise price equal to or greater than the fair market value at the date of grant, generally have a maximum duration of seven years for options issued in 2015 and five years for options issued before 2015, and become exercisable in annual installments over a three-year period following date of grant.

During the years ended December 31, 2016, 2015 and 2014, the company recognized \$9.5 million, \$9.4 million and \$10.4 million of share-based compensation expense, which is comprised of \$7.5 million, \$4.7 million and \$3.3 million of restricted stock unit expense and \$2.0 million, \$4.7 million and \$7.1 million of stock option expense, respectively.

For stock options, the fair value is estimated at the date of grant using a Black-Scholes option pricing model. Principal assumptions used are as follows: (a) expected volatility for the company's stock price is based on historical volatility and implied market volatility, (b) historical exercise data is used to estimate the options' expected term, which represents the period of time that the options granted are expected to be outstanding, and (c) the risk-free interest rate is the rate on zero-coupon U.S. government issues with a remaining term equal to the expected life of the options. The company recognizes compensation expense for the fair value of stock options, which have graded vesting, on the straight-line basis over the requisite service period of the awards. The compensation expense recognized as of any date must be at least equal to the portion of the grant-date fair value that is vested at that date.

The fair value of stock option awards was estimated using the Black-Scholes option pricing model with the following assumptions and weighted-average fair values as follows:

Year Ended December 31,	2016	2015	2014
Weighted-average fair value of grant	\$ 4.53	\$ 8.92	\$ 11.24
Risk-free interest rate	1.29%	1.28%	1.04%
Expected volatility	51.30%	45.46%	45.65%
Expected life of options in years	4.90	4.92	3.71
Expected dividend yield	—	—	—

A summary of stock option activity for the year ended December 31, 2016 follows (shares in thousands):

	Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (years)	Aggregate Intrinsic Value (\$ in millions)
Outstanding at December 31, 2015	2,723	\$ 27.88		
Granted	11	10.85		
Exercised	—	—		
Forfeited and expired	(635)	35.76		
Outstanding at December 31, 2016	2,099	25.41	2.28	\$ —
Expected to vest at December 31, 2016	608	26.06	3.70	\$ —
Exercisable at December 31, 2016	1,478	25.17	1.67	\$ —

The aggregate intrinsic value represents the total pretax value of the difference between the company's closing stock price on the last trading day of the period and the exercise price of the options, multiplied by the number of in-the-money stock options

that would have been received by the option holders had all option holders exercised their options on December 31, 2016. The intrinsic value of the company's stock options changes based on the closing price of the company's stock. The total intrinsic value of options exercised for the years ended December 31, 2016, 2015 and 2014 was zero, \$0.6 million and \$4.7 million, respectively. As of December 31, 2016, \$1.4 million of total unrecognized compensation cost related to stock options is expected to be recognized over a weighted-average period of 1.2 years.

Restricted stock unit awards may contain time-based units, performance-based units or a combination of both. Each performance-based unit will vest into zero to 2.0 shares depending on the degree to which the performance goals are met. Compensation expense resulting from these 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.

A summary of restricted stock unit activity for the year ended December 31, 2016 follows (shares in thousands):

	Restricted Stock Units	Weighted-Average Grant-Date Fair Value
Outstanding at December 31, 2015	469	\$ 23.57
Granted	1,306	9.91
Vested	(187)	18.94
Forfeited and expired	(134)	15.50
Outstanding at December 31, 2016	1,454	12.68

The fair value of restricted stock units is determined based on the trading price of the company's common shares on the date of grant. The aggregate weighted-average grant-date fair value of restricted stock units granted during the years ended December 31, 2016, 2015 and 2014 was \$12.9 million, \$10.2 million and \$12.8 million, respectively. As of December 31, 2016, there was \$8.2 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 2.0 years. The aggregate weighted-average grant-date fair value of restricted stock units vested during the years ended December 31, 2016, 2015 and 2014 was \$3.5 million, \$2.1 million and \$3.3 million, respectively.

Common stock issued upon exercise of stock options or upon lapse of restrictions on restricted stock units are newly issued shares. Cash received from the exercise of stock options was zero and \$3.7 million for the years ended December 31, 2016 and 2015, respectively. During 2016 and 2015, the company did not recognize any tax benefits from the exercise of stock options or upon issuance of stock upon lapse of restrictions on restricted stock units because of its tax position. Any such tax benefits resulting from tax deductions in excess of the compensation costs recognized are classified as financing cash flows.

Defined contribution and compensation plans U.S. employees are eligible to participate in an employee savings plan. Under this plan, employees may contribute a percentage of their pay for investment in various investment alternatives. The company matches 50 percent of the first 6 percent of eligible pay contributed by participants to the plan on a before-tax basis (subject to IRS limits). The company funds the match with cash. The charge to income related to the company match for the years ended December 31, 2016, 2015 and 2014, was \$10.7 million, \$9.9 million and \$10.6 million, respectively.

The company has defined contribution plans in certain locations outside the United States. The charge to income related to these plans was \$19.0 million, \$21.4 million and \$25.2 million, for the years ended December 31, 2016, 2015 and 2014, respectively.

The company has non-qualified compensation plans, which allow certain highly compensated employees and directors to defer the receipt of a portion of their salary, bonus and fees. Participants can earn a return on their deferred balance that is based on hypothetical investments in various investment vehicles. Changes in the market value of these investments are reflected as an adjustment to the liability with an offset to expense. As of December 31, 2016 and 2015, the liability to the participants of these plans was \$12.3 million and \$12.6 million, respectively. These amounts reflect the accumulated participant deferrals and earnings thereon as of that date. The company makes no contributions to the deferred compensation plans and remains contingently liable to the participants.

Retirement benefits For the company's more significant defined benefit pension plans, including the U.S. and the U.K., accrual of future benefits under the plans has ceased.

In December 2016, the company completed a lump-sum offer for eligible former associates who had a deferred vested benefit under the company's U.S. pension plan to receive the value of their entire pension benefit in a lump-sum payment. As a result, the pension plan trust made lump sum payments to approximately 5,800 former associates of \$215.9 million. In accordance with accounting guidance on settlements of a pension benefit obligation, no settlement charges were recorded as a result of this action.

Retirement plans' funded status and amounts recognized in the company's consolidated balance sheets at December 31, 2016 and 2015 follows:

As of December 31,	U.S. Plans		International Plans	
	2016	2015	2016	2015
Change in projected benefit obligation				
Benefit obligation at beginning of year	\$ 5,231.4	\$ 5,665.5	\$ 2,987.8	\$ 3,354.9
Service cost	—	—	7.4	8.7
Interest cost	231.3	224.1	87.8	94.1
Plan participants' contributions	—	—	2.3	2.5
Plan amendment	—	(2.7)	—	(32.3)
Plan curtailment	—	—	(3.7)	—
Actuarial loss (gain)	87.2	(285.0)	502.2	(79.5)
Benefits paid	(577.9)	(370.5)	(110.0)	(112.8)
Foreign currency translation adjustments	—	—	(397.6)	(247.8)
Benefit obligation at end of year	\$ 4,972.0	\$ 5,231.4	\$ 3,076.2	\$ 2,987.8
Change in plan assets				
Fair value of plan assets at beginning of year	\$ 3,759.4	\$ 4,069.7	\$ 2,496.8	\$ 2,718.9
Actual return on plan assets	211.8	(5.6)	287.7	18.6
Employer contribution	58.8	65.8	73.7	82.5
Plan participants' contributions	—	—	2.3	2.5
Benefits paid	(577.9)	(370.5)	(110.0)	(112.8)
Foreign currency translation adjustments	—	—	(320.8)	(212.9)
Fair value of plan assets at end of year	\$ 3,452.1	\$ 3,759.4	\$ 2,429.7	\$ 2,496.8
Funded status at end of year	\$ (1,519.9)	\$ (1,472.0)	\$ (646.5)	\$ (491.0)
Amounts recognized in the consolidated balance sheets consist of:				
Prepaid postretirement assets	\$ —	\$ —	\$ 31.9	\$ 43.8
Other accrued liabilities	(6.7)	(6.8)	(0.2)	(0.2)
Long-term postretirement liabilities	(1,513.2)	(1,465.2)	(678.2)	(534.6)
Total funded status	\$ (1,519.9)	\$ (1,472.0)	\$ (646.5)	\$ (491.0)
Accumulated other comprehensive loss, net of tax				
Net loss	\$ 2,828.8	\$ 2,816.2	\$ 1,144.7	\$ 1,018.6
Prior service credit	\$ (42.4)	\$ (44.9)	\$ (27.7)	\$ (35.8)
Accumulated benefit obligation	\$ 4,972.0	\$ 5,231.4	\$ 3,072.1	\$ 2,983.1

Information for defined benefit retirement plans with an accumulated benefit obligation in excess of plan assets at December 31, 2016 and 2015 follows:

As of December 31,	2016	2015
Accumulated benefit obligation	\$ 7,551.8	\$ 7,231.2
Fair value of plan assets	5,357.2	5,228.6

Information for defined benefit retirement plans with a projected benefit obligation in excess of plan assets at December 31, 2016 and 2015 follows:

As of December 31,	2016	2015
Projected benefit obligation	\$ 7,555.2	\$ 7,235.4
Fair value of plan assets	5,357.2	5,228.6

Net periodic pension cost for 2016, 2015 and 2014 includes the following components:

Year ended December 31,	U.S. Plans			International Plans		
	2016	2015	2014	2016	2015	2014
Service cost	\$ —	\$ —	\$ —	\$ 7.4	\$ 8.7	\$ 8.4
Interest cost	231.3	224.1	248.3	87.8	94.1	117.9
Expected return on plan assets	(253.1)	(254.8)	(287.1)	(139.5)	(155.4)	(160.5)
Amortization of prior service credit	(2.5)	(2.4)	(0.4)	(3.0)	(1.9)	(2.1)
Recognized net actuarial loss	116.0	132.7	109.7	40.3	63.6	40.2
Curtailment gain	—	—	—	(2.0)	—	(0.6)
Net periodic pension cost	\$ 91.7	\$ 99.6	\$ 70.5	\$ (9.0)	\$ 9.1	\$ 3.3

Weighted-average assumptions used to determine net periodic pension cost for the years ended December 31 were as follows:

Year ended December 31,	U.S. Plans			International Plans		
	2016	2015	2014	2016	2015	2014
Discount rate	4.56%	4.09%	5.02%	3.30%	3.05%	4.15%
Rate of compensation increase	N/A	N/A	N/A	1.66%	1.68%	2.08%
Expected long-term rate of return on assets	6.80%	6.80%	7.72%	5.99%	6.45%	6.45%

Weighted-average assumptions used to determine benefit obligations at December 31 were as follows:

Discount rate	4.38%	4.56%	4.09%	2.34%	3.30%	3.05%
Rate of compensation increase	N/A	N/A	N/A	1.66%	1.68%	1.68%

The expected pretax amortization in 2017 of net periodic pension cost is as follows: net loss, \$174.1 million; and prior service credit, \$(5.1) million. The amortization of these items is recorded as an element of pension expense. In 2016, pension expense included amortization of \$156.3 million of net losses and \$(5.5) million of prior service credit.

The company's investment policy targets and ranges for each asset category are as follows:

Asset Category	U.S.		International	
	Target	Range	Target	Range
Equity securities	58%	52-64%	29%	23-35%
Debt securities	36%	33-39%	55%	48-61%
Real estate	6%	3-9%	1%	0-3%
Cash	—%	0-5%	1%	0-5%
Other	—%	—%	14%	7-21%

The company periodically reviews its asset allocation, taking into consideration plan liabilities, local regulatory requirements, plan payment streams and then-current capital market assumptions. The actual asset allocation for each plan is monitored at least quarterly, relative to the established policy targets and ranges. If the actual asset allocation is close to or out of any of the ranges, a review is conducted. Rebalancing will occur toward the target allocation, with due consideration given to the liquidity of the investments and transaction costs.

The objectives of the company's investment strategies are as follows: (a) to provide a total return that, over the long term, increases the ratio of plan assets to liabilities by maximizing investment return on assets, at a level of risk deemed appropriate, (b) to maximize return on assets by investing primarily in equity securities in the U.S. and for international plans by investing in appropriate asset classes, subject to the constraints of each plan design and local regulations, (c) to diversify investments within asset classes to reduce the impact of losses in single investments, and (d) for the U.S. plan to invest in compliance with the Employee Retirement Income Security Act of 1974 (ERISA), as amended and any subsequent applicable regulations and laws, and for international plans to invest in a prudent manner in compliance with local applicable regulations and laws.

The company sets the expected long-term rate of return based on the expected long-term return of the various asset categories in which it invests. The company considered the current expectations for future returns and the actual historical returns of each asset class. Also, since the company's investment policy is to actively manage certain asset classes where the potential exists to

outperform the broader market, the expected returns for those asset classes were adjusted to reflect the expected additional returns.

In 2017, the company expects to make cash contributions of \$127.7 million to its worldwide defined benefit pension plans, which is comprised of \$73.3 million primarily for non-U.S. defined benefit pension plans and \$54.4 million for the company's U.S. qualified defined benefit pension plan.

As of December 31, 2016, the following benefit payments, which reflect expected future service where applicable, are expected to be paid from the defined benefit pension plans:

Year ending December 31,		U.S.	International
	2017	\$ 364.1	\$ 93.9
	2018	362.2	95.5
	2019	360.9	97.5
	2020	359.7	98.9
	2021	358.6	100.4
	2022 - 2026	1,735.0	520.7

Other postretirement benefits A reconciliation of the benefit obligation, fair value of the plan assets and the funded status of the postretirement benefit plan at December 31, 2016 and 2015, follows:

As of December 31,		2016	2015
Change in accumulated benefit obligation			
Benefit obligation at beginning of year	\$	131.5	\$ 150.0
Service cost		0.4	0.6
Interest cost		6.2	6.9
Plan participants' contributions		3.8	4.2
Amendments		(3.3)	—
Actuarial gain		(1.4)	(8.0)
Federal drug subsidy		1.4	1.5
Benefits paid		(16.9)	(21.4)
Foreign currency translation and other adjustments		(1.6)	(2.3)
Benefit obligation at end of year	\$	120.1	\$ 131.5
Change in plan assets			
Fair value of plan assets at beginning of year	\$	7.7	\$ 9.1
Actual return on plan assets		(0.3)	(0.1)
Employer contributions		13.6	15.9
Plan participants' contributions		3.8	4.2
Benefits paid		(16.9)	(21.4)
Fair value of plan assets at end of year	\$	7.9	\$ 7.7
Funded status at end of year	\$	(112.2)	\$ (123.8)
Amounts recognized in the consolidated balance sheets consist of:			
Prepaid postretirement assets	\$	1.4	\$ 1.3
Other accrued liabilities		(12.4)	(13.7)
Long-term postretirement liabilities		(101.2)	(111.4)
Total funded status	\$	(112.2)	\$ (123.8)
Accumulated other comprehensive loss, net of tax			
Net loss	\$	19.0	\$ 21.3
Prior service (credit) cost		(3.2)	0.1

Net periodic postretirement benefit cost for 2016, 2015 and 2014, follows:

Year ended December 31,	2016		2015		2014
Service cost	\$	0.4	\$	0.6	\$ 0.6
Interest cost		6.2		6.9	7.6
Expected return on assets		(0.4)		(0.4)	(0.5)
Amortization of prior service cost		—		1.1	1.7
Recognized net actuarial loss		0.5		1.8	1.7
Net periodic benefit cost	\$	6.7	\$	10.0	\$ 11.1

Weighted-average assumptions used to determine net periodic postretirement benefit cost for the years ended December 31 were as follows:

Year ended December 31,	2016	2015	2014
Discount rate	5.61%	5.27%	5.86%
Expected return on plan assets	5.50%	5.50%	6.75%

Weighted-average assumptions used to determine benefit obligation at December 31 were as follows:

Discount rate	5.53%	5.61%	5.27%
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The expected pretax amortization in 2017 of net periodic postretirement benefit cost is as follows: net loss, \$1.2 million; and prior service credit, \$(0.4) million.

The company reviews its asset allocation periodically, taking into consideration plan liabilities, plan payment streams and then-current capital market assumptions. The company sets the long-term expected return on asset assumption, based principally on the long-term expected return on debt securities. These return assumptions are based on a combination of current market conditions, capital market expectations of third-party investment advisors and actual historical returns of the asset classes. In 2017, the company expects to contribute approximately \$13 million to its postretirement benefit plan.

Assumed health care cost trend rates at December 31,	2016	2015
Health care cost trend rate assumed for next year	5.8%	6.1%
Rate to which the cost trend rate is assumed to decline (the ultimate trend rate)	4.8%	4.8%
Year that the rate reaches the ultimate trend rate	2023	2023

A one-percentage-point change in assumed health care cost trend rates would have the following effects:

	1-Percentage- Point Increase		1-Percentage- Point Decrease	
Effect on service and interest cost	\$	0.2	\$	(0.2)
Effect on postretirement benefit obligation		2.6		(2.4)

As of December 31, 2016, the following benefits are expected to be paid to or from the company's postretirement plan:

Year ending December 31,	Gross Medicare Part D Receipts		Gross Expected Payments	
2017	\$	0.3	\$	13.8
2018		0.1		13.4
2019		—		12.7
2020		—		12.0
2021		—		11.2
2022 – 2026		—		41.6

The following provides a description of the valuation methodologies and the levels of inputs used to measure fair value, and the general classification of investments in the company's U.S. and international defined benefit pension plans, and the company's other postretirement benefit plan.

Level 1 – These investments include cash, common stocks, real estate investment trusts, exchange traded funds, exchange traded futures, and U.S. government securities. These investments are valued using quoted prices in an active market. Payables and receivables are also included as Level 1 investments and are valued at face value.

Level 2 – These investments include the following:

Pooled Funds – These investments are comprised of money market funds and fixed income securities. The money market funds are valued using the readily determinable fair value (RDFV) provided by trustees of the funds. The fixed income securities are valued based on quoted prices for identical or similar investments in markets that may not be active.

Commingled Funds – These investments are comprised of debt, equity and other securities and are valued using the RDFV provided by trustees of the funds. The fair value per share for these funds are published and are the basis for current transactions.

Other Fixed Income – These investments are comprised of corporate and government fixed income investments and asset and mortgage backed securities for which there are quoted prices for identical or similar investments in markets that may not be active.

Derivatives – These investments include forward exchange contracts and options, which are traded on an active market, but not on an exchange; therefore, the inputs may not be readily observable. These investments also include fixed income futures and other derivative instruments.

Level 3 – These investments include the following:

Insurance Contracts – These investments are insurance contracts which are carried at book value, are not publicly traded and are reported at a fair value determined by the insurance provider.

Certain investments are valued using net asset value (NAV) as a practical expedient. These investments may not be redeemable on a daily basis and may have redemption notice periods of up to 90 days. These investments include the following:

Commingled Funds – These investments are comprised of debt, equity and other securities.

Private Real Estate and Private Equity - These investments represent interests in limited partnerships which invest in privately held companies or privately held real estate or other real assets. Net asset values are developed and reported by the general partners that manage the partnerships. These valuations are based on property appraisals, utilization of market transactions that provide valuation information for comparable companies, discounted cash flows, and other methods. These valuations are reported quarterly and adjusted as necessary at year end based on cash flows within the most recent period.

In accordance with the new guidance issued by the FASB discussed in Note 5, pension investments that are measured using NAV as a practical expedient have been removed from the fair value hierarchy. As the new guidance was adopted retrospectively, prior-period investments have been restated accordingly, resulting in the removal of \$150.5 million and \$1,631.3 million of investments, respectively, from the fair value hierarchy for U.S. and International plans, respectively, on December 31, 2015.

The following table sets forth by level, within the fair value hierarchy, the plans' assets (liabilities) at fair value at December 31, 2016.

As of December 31, 2016	U.S. Plans				International Plans			
	Fair Value	Level 1	Level 2	Level 3	Fair Value	Level 1	Level 2	Level 3
<i>Pension plans</i>								
Equity Securities								
Common Stocks	\$ 1,443.1	\$ 1,438.3	\$ 4.8	\$ —	\$ —	\$ —	\$ —	\$ —
Commingled Funds	517.9		517.9		76.0		76.0	
Debt Securities								
U.S. Govt. Securities	158.5	158.5						
Other Fixed Income	812.4		812.4		241.4	0.5	240.9	
Insurance Contracts					116.2			116.2
Commingled Funds					242.8		242.8	
Real Estate								
Real Estate Investment Trusts	156.2	156.2			1.6	1.2	0.4	
Other								
Derivatives	3.1	(1.1)	4.2		4.9		4.9	
Commingled Funds					294.5		294.5	
Pooled Funds	272.0		272.0		6.7		6.7	
Cash	12.2	12.2			11.4	11.4		
Receivables	107.2	107.2						
Payables	(195.3)	(195.3)						
Total plan assets in fair value hierarchy	\$ 3,287.3	\$ 1,676.0	\$ 1,611.3	\$ —	\$ 995.5	\$ 13.1	\$ 866.2	\$ 116.2
Plan assets measured using NAV as a practical expedient ⁽¹⁾ :								
Commingled Funds								
Equity	\$ —				\$ 726.7			
Debt	18.6				640.0			
Other	104.6				25.8			
Private Real Estate	40.5				41.7			
Private Equity	1.1				—			
Total pension plan assets	\$ 3,452.1				\$ 2,429.7			
<i>Other postretirement plans</i>								
Insurance Contracts	\$ 7.9			\$ 7.9				

(1) Investments measured at fair value using NAV as a practical expedient have not been classified in the fair value hierarchy. The fair value amounts presented in this table for these investments are included to permit reconciliation of the fair value hierarchy to the total plan assets.

The following table sets forth by level, within the fair value hierarchy, the plans' assets (liabilities) at fair value at December 31, 2015.

As of December 31, 2015	U.S. Plans				International Plans			
	Fair Value	Level 1	Level 2	Level 3	Fair Value	Level 1	Level 2	Level 3
<i>Pension plans</i>								
Equity Securities								
Common Stocks	\$ 1,686.4	\$ 1,680.6	\$ 5.8	\$ —	\$ 0.6	\$ 0.6	\$ —	\$ —
Commingled Funds	411.9		411.9		75.3		75.3	
Debt Securities								
U.S. Govt. Securities	162.2	162.2						
Other Fixed Income	974.7		974.7		248.5		248.5	
Insurance Contracts					120.6			120.6
Commingled Funds					272.8		272.8	
Real Estate								
Real Estate Investment Trusts	170.7	170.7			0.7	0.7		
Other								
Derivatives	0.8	0.3	0.5		7.0		7.0	
Commingled Funds					112.6		112.6	
Pooled Funds	263.1		263.1					
Cash	1.9	1.9			27.4	27.4		
Receivables	77.1	77.1						
Payables	(139.9)	(139.9)						
Total plan assets in fair value hierarchy	\$ 3,608.9	\$ 1,952.9	\$ 1,656.0	\$ —	\$ 865.5	\$ 28.7	\$ 716.2	\$ 120.6
Plan assets measured using NAV as a practical expedient ⁽¹⁾ :								
Commingled Funds								
Equity	\$ —				\$ 880.8			
Debt	—				632.6			
Other	105.3				76.1			
Private Real Estate	37.6				41.8			
Private Equity	7.6				—			
Total pension plan assets	\$ 3,759.4				\$ 2,496.8			
<i>Other postretirement plans</i>								
Insurance Contracts	\$ 7.7			\$ 7.7				

(1) Investments measured at fair value using NAV as a practical expedient have not been classified in the fair value hierarchy. The fair value amounts presented in this table for these investments are included to permit reconciliation of the fair value hierarchy to the total plan assets.

The following table sets forth a summary of changes in the fair value of the plans' Level 3 assets for the year ended December 31, 2016.

	January 1, 2016	Realized gains (losses)	Purchases or acquisitions	Sales or dispositions	Currency and unrealized gains (losses) relating to instruments still held at December 31, 2016	December 31, 2016
U.S. plans						
<i>Other postretirement plans</i>						
Insurance Contracts	\$ 7.7	\$ (0.3)	\$ 0.5	\$ —	\$ —	\$ 7.9
International pension plans						
Insurance Contracts	\$ 120.6	\$ —	\$ 4.7	\$ (11.0)	\$ 1.9	\$ 116.2

The following table sets forth a summary of changes in the fair value of the plans' Level 3 assets for the year ended December 31, 2015.

	January 1, 2015	Realized gains (losses)	Purchases or acquisitions	Sales or dispositions	Currency and unrealized gains (losses) relating to instruments still held at December 31, 2015	December 31, 2015
U.S. plans						
<i>Pension plan</i>						
Insurance Contracts	\$ 17.4	\$ (0.4)	\$ —	\$ (16.6)	\$ (0.4)	\$ —
<i>Other postretirement plans</i>						
Insurance Contracts	\$ 7.3	\$ (0.1)	\$ 0.5	\$ —	\$ —	\$ 7.7
International pension plans						
Insurance Contracts	\$ 135.5	\$ —	\$ 9.4	\$ (10.9)	\$ (13.4)	\$ 120.6

The following table presents additional information about plan assets valued using the net asset value as a practical expedient within the fair value hierarchy table.

	2016		2015		Redemption Frequency	Redemption Notice Period Range
	Fair Value	Unfunded Commitments	Fair Value	Unfunded Commitments		
U.S. plans						
Commingled Funds						
Debt	\$ 18.6	\$ —	\$ —	\$ —	Daily	5 days
Other	104.6	—	105.3	—	Monthly	5 days
Private Real Estate ⁽¹⁾	40.5	—	37.6	—	Quarterly	60 days
Private Equity ⁽²⁾	1.1	—	7.6	—		
Total	\$ 164.8	\$ —	\$ 150.5	\$ —		
International pension plans						
Commingled Funds						
Equity	\$ 726.7	\$ —	\$ 880.8	\$ —	Weekly, Monthly	Up to 90 days
Debt	640.0	—	632.6	—	Weekly, Biweekly, Bimonthly, Monthly	Up to 90 days
Other	25.8	—	76.1	—	Monthly, Quarterly	Up to 90 days
Private Real Estate	41.7	—	41.8	—	Monthly, Quarterly	Up to 90 days
Total	\$ 1,434.2	\$ —	\$ 1,631.3	\$ —		

(1) Includes investments in a private real estate fund and limited partnerships. The fund invests in U.S. real estate and allows redemptions quarterly, though queues, restrictions, and gates may extend the period. The limited partnerships include investments in primarily U.S. real estate, and can never be redeemed. The partnerships are all currently being wound up, and are expected to make all distributions over the next three years.

(2) Includes investments in limited partnerships, which invest primarily in U.S. buyouts and venture capital. The investments can never be redeemed. The partnerships are all currently being wound up, and are expected to make all distributions over the next three years.

Note 17 — Stockholders' equity

The company has 100 million authorized shares of common stock, par value \$.01 per share, and 40 million shares of authorized preferred stock, par value \$1 per share, issuable in series.

At December 31, 2016, 35.7 million shares of unissued common stock of the company were reserved for stock-based incentive plans and the company's convertible senior notes.

Accumulated other comprehensive income (loss) as of December 31, 2016, 2015 and 2014, is as follows:

	Total	Translation Adjustments	Postretirement Plans
Balance at December 31, 2013	\$ (3,333.4)	\$ (676.8)	\$ (2,656.6)
Other comprehensive income before reclassifications	(638.8)	(61.0)	(577.8)
Amounts reclassified from accumulated other comprehensive income	(141.2)	—	(141.2)
Current period other comprehensive income	(780.0)	(61.0)	(719.0)
Balance at December 31, 2014	(4,113.4)	(737.8)	(3,375.6)
Other comprehensive income before reclassifications	346.2	(96.0)	442.2
Amounts reclassified from accumulated other comprehensive income	(178.1)	—	(178.1)
Current period other comprehensive income	168.1	(96.0)	264.1
Balance at December 31, 2015	(3,945.3)	(833.8)	(3,111.5)
Other comprehensive income before reclassifications	(64.9)	(93.3)	28.4
Amounts reclassified from accumulated other comprehensive income	(142.6)	—	(142.6)
Current period other comprehensive income	(207.5)	(93.3)	(114.2)
Balance at December 31, 2016	\$ (4,152.8)	\$ (927.1)	\$ (3,225.7)

Amounts related to postretirement plans not reclassified in their entirety out of accumulated other comprehensive income were as follows:

Year ended December 31,	2016	2015
Amortization of prior service cost*	\$ 5.6	\$ 3.1
Amortization of actuarial losses*	(155.2)	(189.7)
Curtailment gain*	2.0	—
Total before tax	(147.6)	(186.6)
Income tax benefit	5.0	8.5
Net of tax	\$ (142.6)	\$ (178.1)

* These items are included in net periodic postretirement cost (see note 16).

The following table summarizes the changes in shares of preferred stock, common stock and treasury stock during the three years ended December 31, 2016

	Preferred Stock	Common Stock	Treasury Stock
Balance at December 31, 2013	2.6	45.1	1.1
Common stock repurchases	—	—	1.6
Stock-based compensation	—	0.4	—
Preferred stock conversion	(2.6)	6.9	—
Balance at December 31, 2014	—	52.4	2.7
Stock-based compensation	—	0.2	—
Balance at December 31, 2015	—	52.6	2.7
Stock-based compensation	—	0.2	—
Balance at December 31, 2016	—	52.8	2.7

Note 18 — Quarterly financial information (unaudited)

		First Quarter		Second Quarter		Third Quarter		Fourth Quarter		Year
<u>2016</u>										
Revenue	\$	666.8	\$	748.9	\$	683.3	\$	721.7	\$	2,820.7
Gross profit		98.5		178.3		121.6		160.2		558.6
Income (loss) before income taxes		(33.2)		44.3		(15.2)		24.6		20.5
Net income (loss) attributable to Unisys Corporation common shareholders		(39.9)		21.6		(28.2)		(1.2)		(47.7)
Earnings (loss) per common share attributable to Unisys Corporation										
Basic		(0.80)		0.43		(0.56)		(0.02)		(0.95)
Diluted		(0.80)		0.36		(0.56)		(0.02)		(0.95)
<u>2015</u>										
Revenue	\$	721.2	\$	764.8	\$	739.2	\$	789.9	\$	3,015.1
Gross profit		117.0		124.3		140.6		159.0		540.9
Income (loss) before income taxes		(27.7)		(50.8)		7.3		12.4		(58.8)
Net income (loss) attributable to Unisys Corporation common shareholders		(43.2)		(58.2)		(9.6)		1.1		(109.9)
Earnings (loss) per common share attributable to Unisys Corporation										
Basic		(0.87)		(1.17)		(0.19)		0.02		(2.20)
Diluted		(0.87)		(1.17)		(0.19)		0.02		(2.20)

In the fourth quarter of 2016, the company recorded pretax losses on debt extinguishment of \$4.0 million. See Note 9, "Debt," of the Notes to Consolidated Financial Statements.

In the first, second, third and fourth quarters of 2016, the company recorded pretax cost-reduction and other charges of \$26.9 million, \$10.2 million, \$31.9 million and \$13.1 million respectively. See Note 3, "Cost reduction actions," of the Notes to Consolidated Financial Statements.

In the second, third and fourth quarters of 2015, the company recorded pretax cost-reduction and other charges of \$52.6 million, \$17.4 million and \$48.5 million, respectively. See Note 3, "Cost reduction actions," of the Notes to Consolidated Financial Statements.

The individual quarterly per-share amounts may not total to the per-share amount for the full year because of accounting rules governing the computation of earnings per share.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Not applicable.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

As of the end of the period covered by this Annual Report, management performed, with the participation of the Chief Executive Officer (“CEO”) and the Chief Financial Officer (“CFO”), an evaluation of the effectiveness of the company’s disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934 (the “Exchange Act”). In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. Based upon that evaluation, the CEO and the CFO concluded that, as of December 31, 2016, the company’s disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified by the SEC, and that such information is accumulated and communicated to management, including the CEO and CFO, as appropriate, to allow timely decisions regarding required disclosure.

Management's Annual Report on Internal Control over Financial Reporting

Refer to Management's Report on Internal Control over Financial Reporting on page 30.

Attestation Report of the Registered Public Accounting Firm

Refer to Report of Independent Registered Public Accounting Firm on page 31.

Changes in Internal Control over Financial Reporting

There have been no changes in the company’s internal control over financial reporting during the most recently completed fiscal quarter that have materially affected, or are reasonably likely to materially affect, the company’s internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Information regarding our executive officers appears in Part I, Item 1 of this Form 10-K.

The following information is incorporated herein by reference to our Definitive Proxy Statement for the 2017 Annual Meeting of Stockholders (the "Proxy Statement"):

- Information regarding our directors is set forth under the heading "Nominees for Election to the Board of Directors".
- Information regarding the Unisys Code of Ethics and Business Conduct is set forth under the heading "Code of Ethics and Business Conduct".
- Information regarding our audit and finance committee and audit committee financial experts is set forth under the heading "Committees".
- Information regarding compliance with Section 16(a) is set forth under the heading "Section 16(a) Beneficial Ownership Reporting Compliance."
- Information regarding our director nomination process is set forth under the heading "Director Nomination Process."

ITEM 11. EXECUTIVE COMPENSATION

Information regarding executive compensation is set forth under the heading "EXECUTIVE COMPENSATION" in the Proxy Statement and is incorporated herein by reference.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The following information is incorporated herein by reference to the Proxy Statement:

- Information regarding securities authorized for issuance under equity compensation plans is set forth under the heading "EQUITY COMPENSATION PLAN INFORMATION".
- Information regarding the security ownership of certain beneficial owners, directors and executive officers is set forth under the heading "SECURITY OWNERSHIP BY CERTAIN BENEFICIAL OWNERS AND MANAGEMENT".

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The following information is incorporated herein by reference to the Proxy Statement:

- Information regarding transactions with related persons is set forth under the heading "Related Party Transactions".
- Information regarding director independence is set forth under the heading "Independence of Directors".

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Information concerning fees and services of the company's principal accountants is set forth under the heading "Independent Registered Public Accounting Firm Fees and Services" in the Proxy Statement and is incorporated herein by reference.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

1. Unisys Corporation's consolidated financial statements are filed as a part of this report on Form 10-K in Item 8, Financial Statements and Supplementary Data, and a list of Unisys Corporation's consolidated financial statements are found on page 29 on this report. Schedule II, Valuation and Qualifying Accounts, is found on page 73 on this report; all other financial statement schedules are omitted because the required information is not applicable, or because the information required is included in the consolidated financial statements and notes thereto.

2. Exhibits required to be filed by Item 601 of Regulation S-K:

<u>Exhibit Number</u>	<u>Description</u>
3.1	Restated Certificate of Incorporation of Unisys Corporation (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on April 30, 2010)
3.2	Certificate of Amendment to Restated Certificate of Incorporation of Unisys Corporation (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on April 28, 2011)
3.3	By-Laws of Unisys Corporation, as amended through April 30, 2015 (incorporated by reference to Exhibit 3.3 to the Company's Quarterly Report on Form 10-Q filed on April 30, 2015)
4.1	Agreement to furnish to the Commission on request a copy of any instrument defining the rights of the holders of long-term debt which authorizes a total amount of debt not exceeding 10% of the total assets of the Company (incorporated by reference to Exhibit 4 to the Company's Annual Report on Form 10-K for the year ended December 31, 1982 (File No. 1-145))
4.2	Senior Indenture, dated as of June 1, 2012, between Unisys Corporation and Wells Fargo Bank, National Association, as Trustee (incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-3 (Registration No. 333-181874))
4.3	First Supplemental Indenture, dated as of August 21, 2012, between Unisys Corporation and Wells Fargo Bank, National Association, as Trustee (the "Trustee"), to the Senior Indenture, dated as of June 1, 2012, between the Company and the Trustee (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on August 22, 2012)
4.4	Indenture, dated as of March 15, 2016, between Unisys Corporation and Wells Fargo Bank, National Association, as Trustee (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on March 15, 2016)
10.1	Form of Indemnification Agreement between Unisys Corporation and each of its Directors (incorporated by reference to Exhibit B to the Company's Proxy Statement, dated March 22, 1988, for its 1988 Annual Meeting of Stockholders)
10.2	Unisys Corporation Director Stock Unit Plan, as amended and restated effective September 22, 2000 (incorporated by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2000)
10.3	Deferred Compensation Plan for Directors of Unisys Corporation, as amended and restated effective April 22, 2004 (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2004)
10.4	2005 Deferred Compensation Plan for Directors of Unisys Corporation, as amended and restated effective December 2, 2010 except as otherwise noted therein (incorporated by reference to Exhibit 10.17 to the Company's Annual Report on Form 10-K for the year ended December 31, 2010)
10.5	Unisys Corporation 2003 Long-Term Incentive and Equity Compensation Plan, as amended and restated effective January 1, 2009 (incorporated by reference to Exhibit 10.13 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008)
10.6	Amendment to Unisys Corporation 2003 Long-Term Incentive and Equity Compensation Plan, effective February 12, 2009 (incorporated by reference to Exhibit 10.14 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008)

- 10.7 Unisys Corporation 2007 Long-Term Incentive and Equity Compensation Plan, as amended and restated effective January 1, 2009 (incorporated by reference to Exhibit 10.20 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008)
- 10.8 Amendment to Unisys Corporation 2007 Long-Term Incentive and Equity Compensation Plan, effective February 12, 2009 (incorporated by reference to Exhibit 10.21 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008)
- 10.9 Unisys Corporation 2010 Long-Term Incentive and Equity Compensation Plan (incorporated by reference to Appendix E to the Company's Proxy Statement, dated March 18, 2010, for its 2010 Annual Meeting of Stockholders)
- 10.10 Unisys Corporation 2016 Long-Term Incentive and Equity Compensation Plan (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2016)
- 10.11 Form of Performance-Based Restricted Stock Unit Agreement (incorporated by reference to Exhibit 10.10 to the Company's Annual Report on Form 10-K for the year ended December 31, 2015)
- 10.12 Form of Time-Based Restricted Stock Unit Agreement (incorporated by reference to Exhibit 10.11 to the Company's Annual Report on Form 10-K for the year ended December 31, 2014)
- 10.13 Form of Stock Option Agreement (incorporated by reference to Exhibit 10.12 to the Company's Annual Report on Form 10-K for the year ended December 31, 2014)
- 10.14 Form of Performance Cash Award Agreement (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2016)
- 10.15 Unisys Executive Annual Variable Compensation Plan (incorporated by reference to Exhibit A to the Company's Proxy Statement, dated March 23, 1993, for its 1993 Annual Meeting of Stockholders)
- 10.16 Unisys Corporation Deferred Compensation Plan as amended and restated effective September 22, 2000 (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2000)
- 10.17 Unisys Corporation 2005 Deferred Compensation Plan, as amended and restated effective September 19, 2014 except as otherwise noted therein (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2014)
- 10.18 Form of Executive Employment Agreement for U.S. executive officers (incorporated by reference to Exhibit 10.11 to the Company's Annual Report on Form 10-K for the year ended December 31, 2012)
- 10.19 Agreement dated as of October 14, 2016 by and between Unisys Europe Limited and Andrew J. Stafford
- 10.20 Form of letter agreement by and between Unisys Corporation and each of its executive officers who report directly to the Chief Executive Officer (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed on December 16, 2014)
- 10.21 Letter agreement dated as of July 20, 2016 by and between Unisys Europe Limited and Andrew J. Stafford
- 10.22 Unisys Corporation Executive Life Insurance Program, as amended and restated effective April 22, 2004 (incorporated by reference to Exhibit 10.21 to the Company's Annual Report on Form 10-K for the year ended December 31, 2005)
- 10.23 Amendment to the Unisys Corporation Executive Life Insurance Program, effective January 1, 2009 (incorporated by reference to Exhibit 10.23 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008)
- 10.24 Unisys Corporation Supplemental Executive Retirement Income Plan, as amended and restated effective January 1, 2009 (incorporated by reference to Exhibit 10.25 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008)
- 10.25 Unisys Corporation Elected Officer Pension Plan, as amended and restated effective January 1, 2009 (incorporated by reference to Exhibit 10.26 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008)
- 10.26 Unisys Corporation Savings Plan, as amended and restated effective January 1, 2016 (incorporated by reference to Exhibit 10.23 to the Company's Annual Report on Form 10-K for the year ended December 31, 2015)
- 10.27 Amendment 2017-1 to the Unisys Savings Plan effective January 1, 2017

- 10.28 Summary of supplemental benefits provided to elected officers of Unisys Corporation (incorporated by reference to Exhibit 10.25 to the Company's Annual Report on Form 10-K for the year ended December 31, 2014)
- 10.29 Letter Agreement, dated December 12, 2014, between Unisys Corporation and Peter Altabef (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on December 16, 2014)
- 10.30 Employment Agreement, dated December 12, 2014, between Unisys Corporation and Peter Altabef (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on December 16, 2014)
- 10.31 Credit Agreement dated as of June 23, 2011 by and among Unisys Corporation as the Borrower, the other persons party thereto that are designated as Credit Parties, General Electric Capital Corporation, for itself, as a Lender and Swingline Lender, and as Agent for all Lenders, and the other financial institutions party thereto, as Lenders (incorporated by reference to Exhibit 10.28 to the Company's Annual Report on Form 10-K for the year ended December 31, 2015)
- 10.32 Amendment No. 1 dated as of November 21, 2013 to Credit Agreement dated as of June 23, 2011 (incorporated by reference to Exhibit 10.29 to the Company's Annual Report on Form 10-K for the year ended December 31, 2015)
- 10.33 Amendment No. 2 dated as of July 29, 2014 to Credit Agreement dated as of June 23, 2011 (incorporated by reference to Exhibit 10.30 to the Company's Annual Report on Form 10-K for the year ended December 31, 2015)
- 10.34 Amendment No. 3 dated as of September 25, 2014 to Credit Agreement dated as of June 23, 2011 (incorporated by reference to Exhibit 10.31 to the Company's Annual Report on Form 10-K for the year ended December 31, 2015)
- 10.35 Amendment No. 4 dated as of April 1, 2015 to Credit Agreement dated as of June 23, 2011 (incorporated by reference to Exhibit 10.32 to the Company's Annual Report on Form 10-K for the year ended December 31, 2015)
- 10.36 Amendment No. 5 dated as of June 30, 2015 to Credit Agreement dated as of June 23, 2011 (incorporated by reference to Exhibit 10.33 to the Company's Annual Report on Form 10-K for the year ended December 31, 2015)
- 10.37 Amendment No. 6 dated as of March 4, 2016 to Credit Agreement dated as of June 23, 2011 (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2016)
- 10.38 Amendment No. 7 dated as of July 25, 2016 to Credit Agreement dated as of June 23, 2011 (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2016)
- 12 Statement of Computation of Ratio of Earnings to Combined Fixed Charges and Preferred Stock Dividends
- 21 Subsidiaries of the Company
- 23 Consent of KPMG LLP
- 24 Power of Attorney
- 31.1 Certification of Peter A. Altabef required by Rule 13a-14(a) or Rule 15d-14(a)
- 31.2 Certification of Inder M. Singh 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 Inder M. Singh 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.INSXBRL Instance Document
- 101.SCHXBRL Taxonomy Extension Schema Document
- 101.CALXBRL Taxonomy Extension Calculation Linkbase Document
- 101.LABXBRL Taxonomy Extension Labels Linkbase Document
- 101.PREXBRL Taxonomy Extension Presentation Linkbase Document
- 101.DEFBRL Taxonomy Extension Definition Linkbase Document

ITEM 16. FORM 10-K SUMMARY

None.

Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders
Unisys Corporation:

Under date of February 21, 2017, we reported on the consolidated balance sheets of Unisys Corporation and subsidiaries as of December 31, 2016 and 2015, and the related consolidated statements of income, comprehensive income, deficit and cash flows for each of the years in the three year period ended December 31, 2016, as contained in the Annual Report to Stockholders for the year ended December 31, 2016 incorporated in this Form 10-K. In connection with our audits of the aforementioned consolidated financial statements, we also audited the related consolidated financial statement schedule referred to in Item 15(2) in this Form 10-K. This financial statement schedule is the responsibility of the Company's management. Our responsibility is to express an opinion on the financial statement schedule based on our audits.

In our opinion, such financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

/s/ KPMG LLP
Philadelphia, Pennsylvania
February 21, 2017

UNISYS CORPORATION
SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS
(Millions)

Description	Balance at Beginning of Period	Additions Charged to Costs and Expenses	Deductions (1)	Balance at End of Period
Allowance for doubtful accounts (deducted from accounts and notes receivable):				
Year Ended December 31, 2014	\$ 28.3	\$ 2.7	\$ (0.9)	\$ 30.1
Year Ended December 31, 2015	\$ 30.1	\$ 3.0	\$ (12.0)	\$ 21.1
Year Ended December 31, 2016	\$ 21.1	\$ 2.2	\$ (0.5)	\$ 22.8

(1) Includes write-off of bad debts less recoveries, reclassifications from other current liabilities and foreign currency translation adjustments.

CHANGE OF CONTROL AGREEMENT

AGREEMENT by and between Unisys Europe Limited, a company organized under the laws of England (the “Company”), and Andrew J. Stafford (the “Executive”), dated as of 14 October 2016.

The Board of Directors (the “Board”) of Unisys Corporation (“Unisys”) has determined that it is in the best interests of Unisys and its stockholders to assure that Unisys will have the continued dedication of the Executive, notwithstanding the possibility, threat or occurrence of a Change of Control (as defined below) of Unisys. The Board believes it is imperative to diminish the inevitable distraction of the Executive by virtue of the personal uncertainties and risks created by a pending or threatened Change of Control and to encourage the Executive’s full attention and dedication to Unisys and the Company currently and in the event of any threatened or pending Change of Control, and to provide the Executive with compensation and benefits arrangements upon a Change of Control which ensure that the compensation and benefits expectations of the Executive will be satisfied and which are competitive with those of other corporations. Therefore, in order to accomplish these objectives, the Company has agreed to enter into this Change of Control Agreement with Executive, dated as of the date set forth above (the “Agreement”).

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Certain Definitions. (a) The “Effective Date” shall mean the first date during the Change of Control Period (as defined in Section 1(b)) on which a Change of Control (as defined in Section 2) occurs. Anything in this Agreement to the contrary notwithstanding, if a Change of Control occurs and if the Executive’s employment with the Company is terminated within the twelve (12) month period prior to the date on which the Change of Control occurs, and if it is reasonably demonstrated by the Executive that such termination of employment (i) was at the request of a third party who has taken steps reasonably calculated to effect a Change of Control or (ii) otherwise arose in connection with or anticipation of a Change of Control, then for all purposes of this Agreement the “Effective Date” shall mean the date immediately prior to the date of such termination of employment.

(b) The “Change of Control Period” shall mean the period commencing on the date hereof and ending on the third anniversary of the date hereof; provided, however, that commencing on the date one year after the date hereof, and on each annual anniversary of such date (such date and each annual anniversary thereof shall be hereinafter referred to as the “Renewal Date”), unless previously terminated, the Change of Control Period shall be automatically extended so as to terminate three years from such Renewal Date, unless at least 60 days prior to the Renewal Date the Company shall give notice to the Executive that the Change of Control Period shall not be so extended.

2. Change of Control. For the purpose of this Agreement, a “Change of Control” shall mean, at any time while the Executive serves as an officer of Unisys:

(a) The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (a “Person”) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (i) the then outstanding shares of common stock of Unisys (the “Outstanding Company Common Stock”) or (ii) the combined voting power of the then outstanding voting securities of Unisys entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); provided, however, that for purposes of this subsection (a), the following acquisitions shall not constitute a Change of Control: (i) any acquisition directly from Unisys, (ii) any acquisition by Unisys, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by Unisys or any

corporation controlled by Unisys or (iv) any acquisition by any corporation pursuant to a transaction which complies with clauses (i), (ii) and (iii) of subsection (c) of this Section 2; or

(b) Individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by Unisys' stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(c) Consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of Unisys (a "Business Combination"), in each case, unless, following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns Unisys or all or substantially all of Unisys' assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, (ii) no Person (excluding any corporation resulting from such Business Combination or any employee benefit plan (or related trust) of Unisys or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 20% or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then outstanding voting securities of such corporation except to the extent that such ownership existed prior to the Business Combination and (iii) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

(d) Approval by the stockholders of Unisys of a complete liquidation or dissolution of Unisys.

3. Employment Period. The Company hereby agrees to continue the Executive in its employ, and the Executive hereby agrees to remain in the employ of the Company and to continue to serve as an officer of Unisys subject to the terms and conditions of this Agreement, for the period commencing on the Effective Date and ending on the third anniversary of such date (the "Employment Period").

4. Terms of Employment. (a) Position and Duties. (i) During the Employment Period, (A) the Executive's position (including status, offices, titles and reporting requirements), authority, duties and responsibilities with the Company and Unisys shall be at least commensurate in all material respects with the most significant of those held, exercised and assigned at any time during the 120-day period immediately preceding the Effective Date and (B) the Executive's services shall be performed at the location where the Executive was employed immediately preceding the Effective Date or any office or location less than 35 miles from such location.

(ii) During the Employment Period, and excluding any periods of vacation and sick leave to which the Executive is entitled, the Executive agrees to devote reasonable attention and time during normal business hours to the business and affairs of the Company and Unisys and, to the extent necessary

to discharge the responsibilities assigned to the Executive hereunder, to use the Executive's reasonable best efforts to perform faithfully and efficiently such responsibilities. During the Employment Period it shall not be a violation of this Agreement for the Executive to (A) serve on corporate, civic or charitable boards or committees, (B) deliver lectures, fulfill speaking engagements or teach at educational institutions and (C) manage personal investments, so long as such activities do not significantly interfere with the performance of the Executive's responsibilities as an employee of the Company and officer of Unisys in accordance with this Agreement. It is expressly understood and agreed that to the extent that any such activities have been conducted by the Executive prior to the Effective Date, the continued conduct of such activities (or the conduct of activities similar in nature and scope thereto) subsequent to the Effective Date shall not thereafter be deemed to interfere with the performance of the Executive's responsibilities to the Company and Unisys.

(b) Compensation. (i) Base Salary. During the Employment Period, the Executive shall receive an annual base salary ("Annual Base Salary"), which shall be paid at a monthly rate, at least equal to twelve times the highest monthly base salary paid or payable, including any base salary which has been earned but deferred, to the Executive by the Company and its affiliated companies in respect of the twelve-month period immediately preceding the month in which the Effective Date occurs. During the Employment Period, the Annual Base Salary shall be reviewed no more than 12 months after the last salary increase awarded to the Executive prior to the Effective Date and thereafter at least annually. Any increase in Annual Base Salary shall not serve to limit or reduce any other obligation to the Executive under this Agreement. Annual Base Salary shall not be reduced after any such increase and the term Annual Base Salary as utilized in this Agreement shall refer to Annual Base Salary as so increased. As used in this Agreement, the term "affiliated companies" shall include any company controlled by, controlling or under common control with the Company.

(ii) Annual Bonus. In addition to Annual Base Salary, the Executive shall be awarded, for each fiscal year ending during the Employment Period, an annual bonus (the "Annual Bonus") in cash at least equal to the Executive's highest bonus under Unisys' Executive Variable Compensation Plan, or any comparable bonus or retention amount under any predecessor or successor plan or retention agreement, for the last three full fiscal years prior to the Effective Date (annualized in the event that the Executive was not employed by the Company for the whole of such fiscal year) (the "Recent Annual Bonus"). Each such Annual Bonus shall be paid on or after January 1 of the fiscal year next following the fiscal year for which the Annual Bonus is awarded, but not later than March 15 of such fiscal year, unless the Executive shall elect to defer the receipt of such Annual Bonus in accordance with the terms of the applicable deferred compensation plan.

(iii) Incentive, Savings and Retirement Plans. During the Employment Period, the Executive shall be entitled to participate in all incentive, savings and retirement plans, practices, policies and programs applicable generally to other peer executives of Unisys and its affiliated companies and consistent with applicable local laws and customs, if any, but in no event shall such plans, practices, policies and programs provide the Executive with incentive opportunities (measured with respect to both regular and special incentive opportunities, to the extent, if any, that such distinction is applicable), savings opportunities and retirement benefit opportunities, in each case, less favorable, in the aggregate, than the most favorable of those provided by Unisys and its affiliated companies for the Executive under such plans, practices, policies and programs as in effect at any time during the 120-day period immediately preceding the Effective Date or if more favorable to the Executive, those provided generally at any time after the Effective Date to other peer executives of Unisys and its affiliated companies, consistent with applicable local laws and customs, if any.

(iv) Welfare Benefit Plans. During the Employment Period, the Executive and/or the Executive's family, as the case may be, shall be eligible for participation in and shall receive all benefits

under welfare benefit plans, practices, policies and programs provided by Unisys and its affiliated companies (including, without limitation, medical, prescription, dental, disability, employee life, group life, accidental death and travel accident insurance plans and programs) to the extent applicable generally to other peer executives of Unisys and its affiliated companies and consistent with applicable local laws and customs, if any, but in no event shall such plans, practices, policies and programs provide the Executive with benefits which are less favorable, in the aggregate, than the most favorable of such plans, practices, policies and programs in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, those provided generally at any time after the Effective Date to other peer executives of Unisys and its affiliated companies, consistent with applicable local laws and customs, if any.

(v) Expenses. During the Employment Period, the Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Executive in accordance with the most favorable policies, practices and procedures of Unisys and its affiliated companies in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of Unisys and its affiliated companies, consistent with applicable local laws and customs, if any.

(vi) Fringe Benefits. During the Employment Period, the Executive shall be entitled to fringe benefits, including, without limitation, tax and financial planning services, payment of club dues, and, if applicable, use of an automobile and payment of related expenses, in accordance with the most favorable plans, practices, programs and policies of Unisys and its affiliated companies in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of Unisys and its affiliated companies, consistent with applicable local laws and customs, if any.

(vii) Office and Support Staff. During the Employment Period, the Executive shall be entitled to an office or offices of a size and with furnishings and other appointments, and to exclusive personal secretarial and other assistance, at least equal to the most favorable of the foregoing provided to the Executive by Unisys and its affiliated companies at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as provided generally at any time thereafter with respect to other peer executives of Unisys and its affiliated companies, consistent with applicable local laws and customs, if any.

(viii) Vacation. During the Employment Period, the Executive shall be entitled to paid vacation in accordance with the most favorable plans, policies, programs and practices of Unisys and its affiliated companies as in effect for the Executive at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive, as in effect generally at any time thereafter with respect to other peer executives of Unisys and its affiliated companies, consistent with applicable local laws and customs, if any.

5. Termination of Employment. (a) Death or Disability. The Executive's employment by the Company and service as an officer of Unisys shall terminate automatically upon the Executive's death during the Employment Period. If the Company determines in good faith that the Disability of the Executive has occurred during the Employment Period (pursuant to the definition of Disability set forth below), it may give to the Executive written notice in accordance with Section 11(b) of this Agreement of its intention to terminate the Executive's employment. In such event, the Executive's employment with the Company and service as an officer of Unisys shall terminate effective on the 30th day after receipt of such notice by the Executive (the "Disability Effective Date"), provided that, within the 30 days after such receipt, the Executive shall not have returned to full-time performance of the Executive's duties. For

purposes of this Agreement, “Disability” shall mean the absence of the Executive from the Executive’s duties with the Company and Unisys on a full-time basis for 180 consecutive business days as a result of incapacity due to mental or physical illness which is determined to be total and permanent by a physician selected by the Company or its insurers and acceptable to the Executive or the Executive’s legal representative.

(b) Cause. The Company may terminate the Executive’s employment during the Employment Period for Cause. For purposes of this Agreement, “Cause” shall mean:

(i) the willful and continued failure of the Executive to perform substantially the Executive’s duties with the Company and Unisys or one of its affiliates (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to the Executive by the Company, the Board or the Chief Executive Officer of Unisys which specifically identifies the manner in which the Company, the Board or the Chief Executive Officer of Unisys believes that the Executive has not substantially performed the Executive’s duties, or

(ii) the willful engaging by the Executive in illegal conduct or gross misconduct which is materially and demonstrably injurious to the Company or Unisys.

For purposes of this provision, no act or failure to act, on the part of the Executive, shall be considered “willful” unless it is done, or omitted to be done, by the Executive in bad faith or without reasonable belief that the Executive’s action or omission was in the best interests of the Company or Unisys. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board or upon the instructions of the Chief Executive Officer or a senior officer of Unisys or based upon the advice of counsel for Unisys shall be conclusively presumed to be done, or omitted to be done, by the Executive in good faith and in the best interests of the Company and Unisys. The cessation of employment of the Executive shall not be deemed to be for Cause unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for such purpose (after reasonable notice is provided to the Executive and the Executive is given an opportunity, together with counsel, to be heard before the Board), finding that, in the good faith opinion of the Board, the Executive is guilty of the conduct described in subparagraph (i) or (ii) above, and specifying the particulars thereof in detail.

(c) Good Reason. The Executive’s employment may be terminated by the Executive for Good Reason. For purposes of this Agreement, “Good Reason” shall mean:

(i) the assignment to the Executive of any duties inconsistent in any respect with the Executive’s position (including status, offices, titles and reporting requirements), authority, duties or responsibilities as contemplated by Section 4(a) of this Agreement, or any other action by the Company or Unisys which results in a diminution in such position, authority, duties or responsibilities, excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by the Company or Unisys promptly after receipt of notice thereof given by the Executive;

(ii) any failure by the Company to comply with any of the provisions of Section 4(b) of this Agreement, other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and which is remedied by the Company promptly after receipt of notice thereof given by the Executive;

(iii) a requirement by the Company or Unisys that the Executive be based at any office or location other than as provided in Section 4(a)(i)(B) hereof or a requirement by the Company or Unisys that the Executive travel on Company or Unisys business to a substantially greater extent than required immediately prior to the Effective Date;

(iv) any purported termination by the Company of the Executive's employment otherwise than as expressly permitted by this Agreement; or

(v) any failure by the Company to comply with and satisfy Section 10(c) of this Agreement.

For purposes of this Section 5(c), any good faith determination of "Good Reason" made by the Executive shall be conclusive.

(d) Notice of Termination. Any termination by the Company for Cause, or by the Executive for Good Reason, shall be communicated by Notice of Termination to the other party hereto given in accordance with Section 11(b) of this Agreement. For purposes of this Agreement, a "Notice of Termination" means a written notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated and (iii) if the Date of Termination (as defined below) is other than the date of receipt of such notice, specifies the termination date (which date shall be not more than thirty days after the giving of such notice). The failure by the Executive or the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Good Reason or Cause shall not waive any right of the Executive or the Company, respectively, hereunder or preclude the Executive or the Company, respectively, from asserting such fact or circumstance in enforcing the Executive's or the Company's rights hereunder.

(e) Date of Termination. "Date of Termination" means (i) if the Executive's employment is terminated by the Company for Cause, or by the Executive for Good Reason, the date of receipt of the Notice of Termination or any later date specified therein, as the case may be, (ii) if the Executive's employment is terminated by the Company other than for Cause or Disability, the Date of Termination shall be the date on which the Company notifies the Executive of such termination or any later date specified therein, as the case may be, and (iii) if the Executive's employment is terminated by reason of death or Disability, the Date of Termination shall be the date of death of the Executive or the Disability Effective Date, as the case may be.

6. Obligations of the Company upon Termination. (a) Good Reason; Other Than for Cause, Death or Disability. If, during the Employment Period, the Company shall terminate the Executive's employment other than for death, Cause or Disability or the Executive shall terminate employment for Good Reason:

(i) the Company shall pay to the Executive in a lump sum in cash within 75 days after the Date of Termination the aggregate of the following amounts:

A. the sum of (1) the Executive's Annual Base Salary through the Date of Termination to the extent not theretofore paid or deferred, (2) the product of (x) the higher of (I) the Recent Annual Bonus and (II) the Annual Bonus paid or payable, including any bonus or portion thereof which has been earned but deferred (and annualized for any fiscal year consisting of less than twelve full months or during which the Executive was employed for less than twelve full months), for the most recently completed fiscal year during the Employment Period, if any (such higher amount being referred to as the "Highest Annual Bonus") and (y) a fraction, the numerator of which is the number of days in the current fiscal year through the Date of Termination, and the denominator of which is 365 and (3) any accrued vacation pay, to the extent not theretofore paid (the sum of the amounts described in clauses (1), (2), and (3) shall be hereinafter referred to as the "Accrued Obligations"; provided, however, that any such amounts that Executive shall have previously elected to defer shall not be paid in a lump sum in cash but

shall instead be credited to the Executive's account under the relevant deferred compensation plan and paid to the Executive in accordance with the terms of such plan); and

B. the amount equal to the product of (1) two and (2) the sum of (x) the Executive's Annual Base Salary and (y) the Highest Annual Bonus less any payment received pursuant to clause 16 (*Pay In Lieu of Notice*) of the Contract of Employment dated as of March 25, 2016 between the Company and Executive, as may be amended from time to time;

C. an amount equal to the product of (1) two and (2) the value of the Company funded portion of your relevant annual UK Healthcare benefit.

(iii) the Company shall, at its sole expense as actually incurred by Executive, provide the Executive with reasonable outplacement services directly related to the termination of Executive's employment with the Company, the provider of which shall be selected by the Executive in his sole discretion, provided that such outplacement service coverage shall not extend beyond the last day of the second taxable year of Executive following the taxable year of Executive in which the termination of employment occurred; and

(iv) to the extent not theretofore paid or provided, in accordance with the terms of the relevant plans, programs, policies or practices or contracts or agreements, the Company shall timely pay or provide to the Executive any other amounts or benefits required to be paid or provided or which the Executive is eligible to receive under any such plan, program, policy or practice or contract or agreement of the Company and its affiliated companies (such other amounts and benefits shall be hereinafter referred to as the "Other Benefits").

If the Executive becomes entitled to the severance benefits provided in this Section 6(a) as a result of Section 1(a) of this Agreement and Executive's termination prior to the Change of Control was for a reason under this Section 6(a), (A) the cash severance benefits payable to the Executive under clause 6(a)(i) shall be reduced by the amount payable to Executive on account of Executive's termination prior to the Change of Control and shall be paid to Executive within 75 days following the date of the Change of Control; (B) severance benefits provided pursuant to clause 6(a)(ii) shall only be applicable if the period provided in clause 6(a)(ii) is longer than that provided to Executive on Executive's Date of Termination, and in such event, the period of time such severance benefits are provided shall be extended to reflect the additional period provided in clause 6(a)(ii) as measured from Executive's Date of Termination; (C) severance benefits provided in clause 6(a)(iii) shall apply as of the date of the Change of Control; and (D) the Other Benefits shall be payable in accordance with the terms of the applicable plans, programs, policies or practices or contracts or agreements.

(b) Death. If the Executive's employment is terminated by reason of the Executive's death during the Employment Period, this Agreement shall terminate without further obligations to the Executive's legal representatives under this Agreement, other than for payment of Accrued Obligations and the timely payment or provision of Other Benefits. Accrued Obligations shall be paid to the Executive's estate or beneficiary, as applicable, in a lump sum in cash within 75 days following the Date of Termination. With respect to the provision of Other Benefits, the term Other Benefits as utilized in this Section 6(b) shall include, without limitation, and the Executive's estate and/or beneficiaries shall be entitled to receive, benefits at least equal to the most favorable benefits provided by Unisys and affiliated companies to the estates and beneficiaries of peer executives of Unisys and such affiliated companies under such plans, programs, practices and policies relating to death benefits, if any, as in effect with respect to other peer executives and their beneficiaries at any time during the 120-day period immediately preceding the Effective Date or, if more favorable to the Executive's estate and/or the Executive's beneficiaries, as in effect on the date of the Executive's death with respect to other peer executives of Unisys and its affiliated companies and their beneficiaries, consistent with applicable local laws and customs, if any.

(c) Disability. If the Executive's employment is terminated by reason of the Executive's Disability during the Employment Period, this Agreement shall terminate without further obligations to the Executive, other than for payment of Accrued Obligations and the timely payment or provision of Other Benefits. Accrued Obligations shall be paid to the Executive in a lump sum in cash within 75 days following the Date of Termination.

(d) Cause; Other than for Good Reason. If the Executive's employment shall be terminated for Cause during the Employment Period, this Agreement shall terminate without further obligations to the Executive other than the obligation to pay to the Executive (x) his Annual Base Salary through the Date of Termination, and (y) Other Benefits, in each case to the extent not theretofore paid or deferred. If the Executive voluntarily terminates employment during the Employment Period, excluding a termination for Good Reason, this Agreement shall terminate without further obligations to the Executive, other than for Accrued Obligations and the timely payment or provision of Other Benefits. In such case, all Accrued Obligations shall be paid to the Executive in a lump sum in cash within 75 days following the Date of Termination.

7. Non-exclusivity of Rights. Nothing in this Agreement shall prevent or limit the Executive's continuing or future participation in any plan, program, policy or practice provided by Unisys or any of its affiliated companies and for which the Executive may qualify, nor shall anything herein limit or otherwise affect such rights as the Executive may have under any contract or agreement with the Company, Unisys or any of its affiliated companies. Amounts which are vested benefits or which the Executive is otherwise entitled to receive under any plan, policy, practice or program of or any contract or agreement with the Company, Unisys or any of its affiliated companies at or subsequent to the Date of Termination shall be payable in accordance with such plan, policy, practice or program or contract or agreement except as explicitly modified by this Agreement.

8. Full Settlement. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action which the Company or Unisys may have against the Executive or others. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement and such amounts shall not be reduced whether or not the Executive obtains other employment. The Company agrees to pay as incurred, to the full extent permitted by law, all legal fees and expenses which the Executive may reasonably incur as a result of any contest (regardless of the outcome thereof) by the Company, the Executive or others of the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by the Executive about the amount of any payment pursuant to this Agreement), plus in each case interest on any delayed payment at a rate of 1% plus the Bank of England's base interest rate.

9. Confidential Information. The Executive shall hold in a fiduciary capacity for the benefit of the Company and Unisys all secret or confidential information, knowledge or data relating to the Company, Unisys or any of their affiliated companies, and their respective businesses, which shall have been obtained by the Executive during the Executive's employment by the Company and service as an officer of Unisys or employment by or service with any of their affiliated companies and which shall not be or become public knowledge (other than by acts by the Executive or representatives of the Executive in violation of this Agreement). After termination of the Executive's employment with the Company and service as an officer of Unisys, the Executive shall not, without the prior written consent of Unisys or as may otherwise be required by law or legal process, communicate or divulge any such information, knowledge or data to anyone other than Unisys and those designated by it. In no event shall an asserted violation of the provisions of this Section 9 constitute a basis for deferring or withholding any amounts otherwise payable to the Executive under this Agreement.

10. Successors. (a) This Agreement is personal to the Executive and without the prior written consent of the Company shall not be assignable by the Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns. The Company shall have the right to assign this Agreement to Unisys or other direct or indirect subsidiaries of Unisys.

(c) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, or otherwise.

11. Miscellaneous. (a) This Agreement shall be governed by and construed in accordance with English law. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

Prae Wood House
Hemel Hempstead Road
St Albans
Hertfordshire
AL3 6AB

If to the Company:

Unisys Europe Limited
Building 6
Chiswick Park
566 Chiswick High Road
London WR 5HR

with a copy to:

Unisys Corporation
801 Lakeview Drive, Suite 100
Blue Bell, PA 19422 USA
Attention: General Counsel

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) The Company may withhold from any amounts payable under this Agreement such income or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(e) The Executive's or the Company's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right the Executive or the Company may have hereunder, including, without limitation, the right of the Executive to terminate employment for Good Reason pursuant to Section 5(c)(i)-(v) of this Agreement, shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

IN WITNESS WHEREOF, the Executive has hereunto set the Executive's hand and the Company has caused these presents to be executed in its name on its behalf, all as of the day and year first above written.

Dated: 14 October 2016

/s/ Andrew J. Stafford
Andrew J. Stafford

UNISYS EUROPE LIMITED

Dated: 11 October 2016

By: Martin Godfrey

Unisys Europe Limited
Building 6
Chiswick Park
566 Chiswick High Road
London WR 5HR



20th July 2016

Mr. Andrew J. Stafford
Prae Wood House
Hemel Hempstead Road
St Albans
Hertfordshire
AL3 6AB

Dear Andy,

As an employee of Unisys Europe Limited (the “Company”) and an elected officer of Unisys Corporation (collectively with its subsidiaries and affiliates, including the Company, “Unisys”), you are a valued contributor to the success of Unisys. The Company is offering to you the severance benefits described below in this letter agreement (this “Agreement”) if your employment is terminated as set forth in this Agreement.

1. **Certain Defined Terms.** In addition to terms defined elsewhere herein, the following terms have the following meanings when used in this Agreement with initial capital letters:

(a) “Annual Base Salary” means your annual base salary rate, exclusive of bonuses, commissions and other incentive pay, as in effect immediately preceding your Termination Date (but prior to taking into account any reduction that constitutes Good Reason).

(b) “Annual Bonus” means your target bonus under Unisys Corporation’s Executive Variable Compensation Plan or any successor plan, as in effect immediately preceding your Termination Date (but prior to taking into account any reduction in your Annual Base Salary that constitutes Good Reason).

(c) “Board” means the Board of Directors of Unisys Corporation.

(d) “Cause” means:

(i) your willful and continued failure to perform substantially, or your willful and continued taking of actions substantially inconsistent with, your duties with the Company, Unisys Corporation or any of their affiliates (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to you by the Board or the Chief Executive Officer of Unisys Corporation which specifically identifies the manner in which the Board or Chief Executive Officer believes that you have not substantially performed, or have taken actions substantially inconsistent with, your duties, or

(ii) you willfully engaging in illegal conduct or gross misconduct which is materially and demonstrably injurious to Unisys.

For purposes of this provision, no act or failure to act, on your part, shall be considered “willful” unless it is done, or omitted to be done, by you in bad faith or without reasonable belief that your action or omission was in the best interests of Unisys. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board or upon the instructions of the Chief Executive Officer or a senior officer of Unisys Corporation or based upon the advice of counsel for Unisys Corporation shall be conclusively presumed to be done, or omitted to be done, by you in good

faith and in the best interests of Unisys. The cessation of your employment shall not be deemed to be for Cause unless and until there shall have been delivered to you a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for such purpose (after reasonable notice is provided to you and you are given an opportunity, together with counsel, to be heard before the Board), finding that, in the good faith opinion of the Board, you are guilty of the conduct described in subparagraph (i) or (ii) above, and specifying the particulars thereof in detail.

(e) “Disability” means your absence from your duties with the Company or Unisys on a full-time basis for 180 consecutive business days as a result of incapacity due to mental or physical illness which is determined to be total and permanent by a doctor selected by the Company or its insurers and acceptable to you or your legal representative.

(f) “Good Reason” means:

(i) the assignment to you of any duties inconsistent in any respect with your position (including status, offices, titles and reporting requirements), authority, duties or responsibilities, or any other action by Unisys which results in a material diminution in such position, authority, duties or responsibilities;

(ii) a material diminution of your Annual Base Salary (exclusive of bonuses, commissions and other incentive pay); or

(iii) you are required to relocate from your principal residence or you are required to perform your principal duties in a new location (a change in location of your office will be considered material only if it increases your current one-way commute by more than 35 miles).

Notwithstanding the foregoing, for you to be able to terminate your employment with the Company on account of Good Reason, you must provide notice of the occurrence of the event constituting Good Reason and your desire to terminate your employment with the Company on account of such occurrence within ninety (90) days following the initial existence of the condition constituting Good Reason, and the Company must have a period of thirty (30) days following receipt of such notice to cure the condition. If the Company does not cure the event constituting Good Reason within such thirty (30) day period, your Termination Date shall be the day immediately following the end of such thirty (30) day period, unless the Company provides for an earlier Termination Date.

(g) “Termination Date” means the last day of your employment with the Company.

2. **Compensation Upon Termination:** Subject to the provisions of Section 4 hereof, in the event a termination by the Company for any reason other than on account of Cause, death or Disability or by you for Good Reason as described above, the Company shall provide you with the following, provided that you execute and do not revoke the Settlement Agreement (as defined in Section 4):

(a) An amount (the “Severance Payment”) equal to the sum of (i) your Annual Base Salary and (ii) your Annual Bonus, less any payment received pursuant to clause 16 (*Pay In Lieu of Notice*) of the Contract of Employment dated as of March 25, 2016 between the Company and you (as may be amended from time to time, the “Employment Agreement”). The Severance Payment shall be paid in substantially equal installments on the Company’s regular payroll dates occurring during the twelve (12) month period following your Termination Date. The payments will commence within sixty (60) days after your Termination Date, and each successive installment shall be paid on successive payroll dates thereafter for the remainder of such twelve (12) month period. Any payments not paid during the sixty (60) day period shall be paid in a lump sum on the date that the installment payments commence in accordance with the immediately preceding sentence.

(b) Following your Termination Date, you will receive an amount equal to the annual value of the Company-funded portion of your relevant UK Healthcare benefit as in effect immediately preceding your Termination

Date (but prior to taking into account any reduction that constitutes Good Reason). This amount will be paid within sixty (60) days following the Termination Date.

In addition, you shall be entitled to (i) any accrued, but unpaid, Annual Base Salary as of your Termination Date, (ii) any accrued, but unused, vacation as of your Termination Date and (iii) any accrued or owing but not yet paid vested benefits under the plans and programs in which you were participating as of your Termination Date, in accordance with the governing terms of such plans and programs (collectively, the "Accrued Benefits"); provided, that you shall not be entitled to receive severance benefits under any other Company severance plan, agreement or offer letter. Except as otherwise provided under the terms of the applicable benefit plans or programs, the Accrued Benefits will be paid within thirty (30) days following the Termination Date. To the extent that you are entitled to any benefits under the Change of Control Agreement dated as of the date hereof (the "Change of Control Agreement") between you and the Company as a result of a Change of Control (as defined in the Change of Control Agreement), you shall not be entitled to any benefits hereunder.

3. **Termination on Account of Disability, Death, Cause or Voluntarily Without Good Reason.**

(a) **Termination on Account of Disability.** If the Company determines in good faith that your Disability has occurred during your employment by the Company, the Company may give to you written notice in accordance with Section 13 of this Agreement of its intention to terminate your employment. In such event, your employment with the Company shall terminate effective on the 30th day after your receipt of such notice if, within the 30 days after such receipt, you shall not have returned to full-time performance of your duties with the Company or Unisys. Upon such termination, you shall be entitled to receive disability benefits under any disability program maintained by the Company, if any, under which you are covered, and you shall not receive any benefits pursuant to Section 2 hereof. However, you shall receive any Accrued Benefits, which shall be paid to you within thirty (30) days following the Termination Date, except as otherwise provided under the terms of the applicable benefit plans or programs.

(b) **Termination on Account of Death.** Notwithstanding anything in this Agreement to the contrary, if your employment terminates on account of death, your beneficiary shall be entitled to receive death benefits under any death benefit program maintained by the Company, if any, under which you are covered, and you shall not receive any benefits pursuant to Section 2 hereof. In addition, your beneficiary shall receive any Accrued Benefits, which shall be paid to your beneficiary within thirty (30) days following the Termination Date, except as otherwise provided under the terms of the applicable benefit plans or programs.

(c) **Termination on Account of Cause.** Notwithstanding anything in this Agreement to the contrary, if your employment terminates by the Company on account of Cause, you shall not receive any benefits pursuant to Section 2 hereof. However, you shall receive any Accrued Benefits, which shall be paid to you within thirty (30) days following the Termination Date, except as otherwise provided under the terms of the applicable benefit plans or programs.

(d) **Termination on Account of Voluntary Resignation Without Good Reason.** Notwithstanding anything in this Agreement to the contrary, if your employment terminates on account of your resignation for no reason or any reason other than on account of Good Reason, you shall not receive any benefits pursuant to Section 2 hereof. However, you shall receive any Accrued Benefits, which shall be paid to you within thirty (30) days following the Termination Date, except as otherwise provided under the terms of the applicable benefit plans or programs.

4. **Settlement Agreement.** Notwithstanding the foregoing, no payments under Section 2 of this Agreement shall be made unless you execute, and do not revoke, the Company's standard written settlement agreement, the current version of which is substantially in the form attached hereto as Annex A (the "**Settlement Agreement**"), of any and all claims against the Company and all related parties with respect to all matters arising out of your employment by the Company (other than entitlements under the terms of this Agreement) or a termination thereof.

5. **Conduct After Termination.**

(a) For a period of twelve (12) months from and after the termination of your employment for any reason:

(i) You shall not negatively comment publicly or privately about Unisys, any of its products, services or other businesses, its present or past Board of Directors, its officers, or its employees, nor shall you in any way discuss the circumstances of your termination of employment, except that (v) you may give truthful testimony before a court or governmental agency, (w) you may make comments about the circumstances of your termination with the prior written approval of the Company, (x) you may respond publicly to any untrue public comment made by Unisys, (y) you may discuss the circumstances of your termination with your legal advisers, financial and tax advisers, members of your family and any prospective employer, provided that you take all necessary steps to assure that each such person does not, as a result of these discussions, make any such negative comment prohibited under this Agreement and (z) you may make comments to an arbitrator or court for the purpose of determining or enforcing your rights under this Agreement or any entitlement under any agreement, plan, award, policy or program with or sponsored by Unisys;

(ii) You shall not, directly or indirectly, induce or attempt to induce any employee of Unisys to render services for any other person, firm or business entity, except that you will be permitted to give recommendations, if requested, for employees seeking employment outside of Unisys;

(iii) The Company, for itself and on behalf of Unisys, agrees not to negatively comment publicly or privately about you or the circumstances of your termination of employment, except (u) Unisys may give truthful testimony before a court or governmental agency, (v) Unisys may make comments about the circumstances of your termination with your prior written approval, (w) Unisys may respond publicly to any untrue public comment made by you, (x) Unisys may discuss the circumstances of your termination with its legal advisers and its financial and tax advisers, provided that it takes reasonable steps to assure that each such person does not, as a result of Unisys' discussions with them, make any such negative comment prohibited under this Agreement, (y) Unisys may make comments to an arbitrator or court for the purpose of determining its rights under this Agreement or any agreement, plan, award, policy or program with or sponsored by Unisys and (z) Unisys may make such disclosures as are required by law or regulation.

(b) From and after the termination of your employment for any reason, you shall not use, furnish or divulge to any other person, firm or business entity any confidential information relating to Unisys' business, or any trade secrets, processes, contracts or arrangements involved in any such business, except (i) when required to do so by a court of law, by any governmental agency having supervisory authority over the business of Unisys or by any administrative or legislative body (including a committee thereof) with apparent jurisdiction to order you to divulge, disclose or make accessible such information, in each case with advance written notice to Unisys in sufficient time to allow Unisys to challenge the disclosure of such information if it so chooses, (ii) to a legal adviser as necessary to enforce your rights under this Agreement, or any other agreement, plan, policy, award or program with or sponsored by Unisys or (iii) after such information becomes known to the public or within the relevant industry to which such confidential information pertains.

(c) In the event that you should materially breach your obligations under this Section 5, (i) the Company shall have the right, in addition to any other legal or equitable remedies, to terminate any payments due you under Section 2 and (ii) you agree that you shall repay to the Company any payments previously made to you under Section 2.

6. **No Mitigation Obligation.** You shall not be required to mitigate the amount of any payment or benefit provided for in this Agreement by seeking other employment or otherwise, nor shall the amount of any payment or benefit provided for herein be reduced by any compensation earned by other employment or otherwise.

7. **Cooperation.** At Unisys' request, you agree, to the extent permitted by law, to assist, consult with, and cooperate with Unisys in any litigation, investigation, administrative procedures, or legal proceedings or inquiries that involve Unisys, either now existing or which may hereafter be instituted by or against Unisys, including, but not limited to, engaging in interviews related to Unisys' investigations, appearing upon Unisys' reasonable request as a witness and/or consultant in connection with any litigation, investigation, administrative procedures, or legal proceedings or inquiries, and meeting in advance with Unisys and its representatives to prepare for any such appearance or any appearance by you at any such proceeding compelled by law. In addition, at Unisys' request, you agree to provide information regarding your ownership of securities issued by Unisys to the extent such information is required to be disclosed by Unisys pursuant to any law or regulation. To the extent permitted by applicable law, Unisys will reimburse you for the reasonable legal fees and reasonable out-of-pocket expenses, if any, that you incur in connection with any such cooperation; provided, that such counsel is selected by Unisys or approved by Unisys.

8. **Employment Rights.** Nothing expressed or implied in this Agreement will create any right or duty on your part or on the part of the Company to have you remain in the employment of the Company or any subsidiary or affiliate at any time.

9. **Withholding of Taxes.** All amounts payable under this Agreement to you are subject to applicable tax withholding requirements and the Company may withhold from any amounts payable under this Agreement all income tax and national insurance contributions as the Company is required to withhold pursuant to any applicable law, regulation or ruling.

10. **Term of Agreement.** This Agreement shall continue in full force and effect for the duration of your employment with the Company, unless terminated at any earlier time by mutual agreement between you and the Company; provided, however, that after the termination of your employment during the term of this Agreement, this Agreement, the Employment Agreement, the Proprietary Information, Invention and Non-Competition Agreement, and the Nonqualified Stock Option Agreement and Restricted Stock Unit Agreement shall remain in effect until all of the obligations of the parties hereunder are satisfied or have expired.

11. **Successors and Binding Agreement.**

(a) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of the Company expressly to assume and agree to perform this Agreement in the same manner and to the same extent the Company would be required to perform if no such succession had taken place. This Agreement will be binding upon and inure to the benefit of the Company and any successor to the Company, including without limitation any persons acquiring directly or indirectly all or substantially all of the business or assets of the Company whether by purchase, merger, consolidation, reorganization or otherwise (and such successor will thereafter be deemed the "Company" for the purposes of this Agreement), but will not otherwise be assignable, transferable or delegable by the Company, except to Unisys Corporation or other direct or indirect subsidiaries of Unisys Corporation.

(b) This Agreement will inure to the benefit of and be enforceable by your personal or legal representatives, executors, administrators, successors, heirs, distributees and legatees. Except with respect to the Change of Control Agreement, this Agreement will supersede the provisions of any employment, severance or other agreement or offer letter between you and the Company that relate to payments on account of the termination of your employment, and such provisions in such other agreements will be null and void.

(c) This Agreement is personal in nature and neither of the parties hereto will, without the consent of the other, assign, transfer or delegate this Agreement or any rights or obligations hereunder except as expressly provided in Sections 11(a) and 11(b). Without limiting the generality or effect of the foregoing, your right to receive payments hereunder will not be assignable, transferable or delegable, whether by pledge, creation of a security interest, or otherwise, other than by a transfer by your will or by the laws of descent and distribution and, in the event of any attempted assignment or transfer contrary to this Section 11(c), the Company will have no liability to pay any amount so attempted to be assigned, transferred or delegated.

12. **Notices.** For all purposes of this Agreement, all communications, including without limitation notices, consents, requests or approvals, required or permitted to be given hereunder will be in writing and will be deemed to have been duly given when hand delivered or dispatched by electronic facsimile transmission (with receipt thereof orally confirmed), or two (2) business days after having been mailed by United Kingdom registered or certified mail, return receipt requested, postage prepaid, or two (2) business days after having been sent by a nationally recognized overnight courier service such as FedEx or UPS, addressed to the Company (to the attention of the Secretary of the Company) at its principal executive office and to you at your principal residence, or to such other address as any party may have furnished to the other in writing and in accordance herewith, except that notices of changes of address will be effective only upon receipt.

13. **Governing Law.** The validity, interpretation, construction and performance of this Agreement will be construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise in connection with this Agreement.

14. **Validity.** If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, unenforceable or otherwise illegal, the remainder of this Agreement and the application of such provision to any other person or circumstances will not be affected, and the provision so held to be invalid, unenforceable or otherwise illegal will be reformed to the extent (and only to the extent) necessary to make it enforceable, valid or legal.

15. **Miscellaneous.** No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by you and the Company. No waiver by either party hereto at any time of any breach by the other party hereto or compliance with any condition or provision of this Agreement to be performed by such other party will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, expressed or implied with respect to the subject matter hereof have been made by either party that are not set forth expressly in this Agreement. References to Sections are to references to Sections of this Agreement. Any reference in this Agreement to a provision of a statute, rule or regulation will also include any successor provision thereto.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same agreement.

Sincerely,

UNISYS EUROPE LIMITED

By: /s/ Martin Godfrey
Name: Martin Godfrey
Title: Senior HR Director, EMEA

Accepted and agreed to by:

/s/ Andrew J. Stafford
Andrew J. Stafford

ANNEX A

FORM OF SETTLEMENT AGREEMENT

Without prejudice
Subject to contract

[DATE]

Private & Confidential

Mr. Andrew J. Stafford
[Address of Employee]

Dear Andy:

I am writing to you to confirm the terms of your agreement with Unisys Europe Limited (the “**Company**”) in connection with the termination of your employment.

For the purpose of these proposals, the references to the Group mean the Company, its subsidiaries and subsidiary undertakings and any holding company or parent undertaking of the Company and all other subsidiaries and subsidiary undertakings of any holding company or parent undertaking of the Company, in each case as at the Termination Date (as defined below), where “holding company”, “parent undertaking”, “subsidiary” and “subsidiary undertaking” have the meanings given to them in the Companies Act 2006 (the “**Group**”). Any reference to the Companies Act 2006 includes any consolidation or re-enactment, modification or replacement of this Act.

This Settlement Agreement is entered into by the Company for itself and in trust for each member of the Group and for those persons listed in paragraph 11(a) (*Full and final settlement*) with the intention that each member of the Group or person will be entitled to enforce it directly against you.

1. Termination

- (a) Your employment with the Company will come to an end on [DATE] (the “**Termination Date**”) when all your entitlements in connection with your employment, whether or not under the Contract of Employment between you and the Company dated as of March 25, 2016 (as may be amended from time to time, the “**Employment Agreement**”), will cease.
- (b) Until the Termination Date, you will continue to be employed by the Company on your current terms.
- (c) Until the Termination Date:
 - (i) you will not attend for work, involve yourself or be involved in the business carried on by the Company unless you are specifically requested by a director of the Company to do so. You should therefore be available in case you are needed, except when you are on holiday;
 - (ii) your holiday should be approved in the usual way. You will be paid a sum of £[INSERT AMOUNT] in respect of your [INSERT NUMBER OF DAYS] days’ accrued but unused holiday entitlement as at the Termination Date. Payment of such amount will be included in your final salary payment less such deductions as the Company acknowledges that it is required by law to make; and
 - (iii) the parties will comply with the terms of this agreement whether express or implied (except

as expressly varied by this Settlement Agreement) and your employment will not be terminated by either party other than in circumstances justifying its lawful termination without notice. You may not therefore, for example, perform any work for a third party without the prior written consent of a director of the Company and may not contact any customer of the Company or, except for purely social purposes, any employee of the Company. So long as you comply with the terms of this paragraph, you will continue to receive your salary and other contractual benefits, as amended by this Settlement Agreement. If your employment is lawfully terminated by the Company, then you will cease to have any entitlements under this Settlement Agreement to any payment or benefits, but this Settlement Agreement will otherwise remain in force.

- (iv) the parties will comply with the terms of the Employment Agreement whether express or implied (except as expressly varied by this Settlement Agreement) and your employment will not be terminated by either party other than in circumstances justifying its lawful termination without notice. So long as you comply with the terms of this paragraph, you will continue to receive your salary and other contractual benefits, as amended by this Settlement Agreement. If your employment is lawfully terminated by the Company, then you will cease to have any entitlements under this Settlement Agreement to any payment or benefits but this Settlement Agreement will otherwise remain in force.

When your employment ends, the Company will issue your P45 made up to the Termination Date.

2. **Pre-condition(s)**

You undertake that you will have by the Termination Date returned all documents, equipment, information (however it is stored) and other property belonging to the Group or relating to any of its business (including, but not limited to, any Blackberry or iPhone, tablet or iPad, laptop computer, company credit card and security pass), without you or anyone on your behalf retaining copies of such documents or extracts from them and with such property being in good condition (fair wear and tear excepted). You undertake that you have not downloaded any information (however it is stored) save in the fulfilment of your obligations to the Group and that you will not do so and you also undertake that you will not copy any software or information.

3. **Severance Payment**

- (a) The Company will pay you (without admission of liability) by way of compensation for the termination of your employment and in respect of any Statutory Claim (as defined in paragraph 11(d) (*Full and final settlement*)) that you may have a severance payment of £<insert amount> (the “**Severance Payment**”) in accordance with the terms and conditions set forth in the letter agreement dated as of _____, 2016 between you and the Company (the “**Severance Agreement**”).

The Company will deduct income tax in accordance with the PAYE regulations from the amount by which the Severance Payment exceeds £30,000 and will account to HM Revenue & Customs for the tax so deducted. You will account to HM Revenue & Customs for any additional tax payable in respect of the Severance Payment.

- (b) The net Severance Payment, less any sums due from you to any member of the Group, will be paid to you in accordance with the terms of the Severance Agreement, provided that:
- (i) the Company has received a duly signed copy of this Settlement Agreement;
 - (ii) the Company has received a duly completed certificate attached at Schedule 1 (*Certificate of Adviser*);
 - (iii) the conditions in paragraph 2 (*Pre-condition(s)*) of this Settlement Agreement have been satisfied;
 - (iv) you have complied and will continue to comply with the terms of this Settlement Agreement; and
 - (v) you have complied with the warranty in paragraph 11(a) (*Warranties*) of this Settlement Agreement,

together, the “**Payment Conditions**”.

- (c) If any of the Payment Conditions have not been satisfied as at the due date for any payment under paragraph 3 of this Settlement Agreement, your entitlement to such payment will lapse. Without prejudice to any other rights which the Company may have, if any of the Payment Conditions have not been satisfied either before or after the Termination Date, the Company will be entitled to recover in full all sums paid, and the value of benefits provided to you, under this Settlement Agreement, from you immediately, but this Settlement Agreement will otherwise remain in force.

4. **Legal costs**

Within 28 days of the Termination Date or 28 days after receipt of the account (whichever is the later date), the Company will make a contribution of up to £500 plus VAT direct to your solicitors for your reasonable legal fees for advice in connection with the terms and effect of this Settlement Agreement provided that:

- (a) the Payment Conditions have been satisfied; and
- (b) the Company has received a copy of an account from [INSERT FIRM’S NAME] addressed to you (but marked payable by the Company).

5. **Tax and national insurance**

You will be responsible for all income taxes and employee national insurance contributions (if any) which may be payable in respect of all payments and arrangements contained in this Settlement Agreement. You agree to indemnify the Company and all other members of the Group and to keep them indemnified against such taxes and employee national insurance contributions, interest, charges, penalties and costs, except that this indemnity will not apply to tax deducted by the Company under the terms of this Settlement Agreement.

6. **Future conduct**

Subject always to your legal and regulatory obligations (and without prejudice to paragraph 7 (*Restrictions*) of this Settlement Agreement), you undertake that you will not provide information known to you as a result of your employment or its termination to, or otherwise assist any person or organisation to make or continue any claim or proceedings against the Company or any member of the Group or any of its or their directors, officers, employees or workers.

7. **Restrictions**

You undertake to continue to observe the restrictions set out in the Severance Agreement, notwithstanding the termination of your employment.

8. **Statements**

In consideration of the promises contained in this paragraph, the Company and you agree that:

- (a) you will not make or publish any adverse, untrue or misleading statement or comment about the Group or its officers and employees and that you will not represent yourself as continuing to be employed by or connected with any member of the Group after the Termination Date; and
- (b) the directors of the Company will not make or authorise the making of any adverse, untrue or misleading statement or comment about you, subject always, in relation to adverse comments, to the Company’s legal obligations to third parties.

9. **Secrecy**

- (a) In consideration of the promises contained in this paragraph, the Company and you agree that the terms of this Settlement Agreement are strictly confidential and will not be disclosed, communicated or otherwise made public:
 - (i) by you, except for the purpose of taking professional advice in connection with this Settlement Agreement or if you are required by law to do so. In particular you agree not to disclose the terms of this Settlement Agreement to any employee of the Group; and
 - (ii) by the Company, except for the purpose of taking professional advice in connection with this Settlement Agreement or if required by law to do so or in connection with the proper performance of the Group's business.
- (b) You will procure that your Adviser will maintain the confidentiality of all aspects of this Settlement Agreement and will not discuss, disclose or otherwise make use of the information contained in this Settlement Agreement to any third party including any future clients of the Adviser.
- (c) You acknowledge that any breach by you (or your Adviser) of this paragraph 9 will be a material breach of the Payment Conditions.

10. **Warranties**

In signing this Settlement Agreement you are representing and warranting that:

- (a) you have not committed any material breach of the terms of your employment, such that the Company would be entitled to dismiss you summarily and without compensation; and
- (b) you are not aware of any claims or causes of action against any member of the Group by any third party of which the Company is not aware.

11. **Full and final settlement**

- (a) Subject to paragraph 11(c) below, you accept the terms of this Settlement Agreement in full and final settlement of all (if any) claims of any nature which you have or may have against the Company and any other member of the Group and their respective directors, officers and employees arising out of or in connection with your employment and its termination, any Statutory Claim as defined in paragraph 11(e) below, or any other matter whether such claims arise under English or European law or any other jurisdiction outside England (including without limitation any claim arising under the federal laws of the United States or the law of state or local jurisdiction thereof), including any claim for injury to feelings or personal injury. We both acknowledge that it is our express intention, when entering into this Settlement Agreement, that it covers all such claims, whether known or unknown to one or other or neither or both of us, and whether or not the factual or legal basis for the claim is known or could have been known to one or other or neither or both of us. Furthermore you acknowledge that you have taken independent legal advice from [NAME OF LEGAL ADVISER] of [NAME OF FIRM] (your "**Adviser**") on the terms and effect of this Settlement Agreement, that you will be entering into it voluntarily, without reservation and with the intention that it will be binding on you as a settlement agreement or otherwise and that the conditions regarding settlement agreements and compromise agreements under s203 Employment Rights Act 1996, s77 Sex Discrimination Act 1975, s72 Race Relations Act 1976, Paragraph 2(2), Schedule 3A Disability Discrimination Act 1995, Regulation 35 Working Time Regulations 1998, s288 Trade Union and Labour Relations (Consolidation) Act 1992, Regulation 9 Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000, Regulation 10 Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, Regulation 41 Transnational Information and Consultation of Employees Regulations 1999, Paragraph 2(2), Schedule 4 Employment Equality (Religion or Belief) Regulations 2003, Paragraph 2(2), Schedule 4 Employment Equality (Sexual Orientation) Regulations 2003, Regulation 40 Information

and Consultation of Employees Regulations 2004, Paragraph 2 of Schedule 5 of the Employment Equality (Age) Regulations 2006, Paragraph 13 of the Schedule to the Occupational and Personal Pension Schemes (Consultation by Employers and Miscellaneous Amendment) Regulations 2006 and s147 Equality Act 2010 (collectively “**the Employment Legislation**”) have been satisfied. You also warrant the accuracy of paragraph 2 of the certificate attached at Schedule 1 (*Certificate of Adviser*) and acknowledge that the Severance Payment includes any statutory compensation to which you may be entitled and that it would not be just and equitable for you to receive any further compensation.

- (b) This Settlement Agreement also covers all claims for wrongful termination, constructive discharge, termination in violation of public policy, claims for compensation or any other monies allegedly due to you from Company, claims for severance pay or benefits, claims for breach of express or implied contract, any tort of any nature, claims for discrimination or harassment based on age, sex, race, religion, pregnancy, marital status, national origin, sexual orientation, and/or disability arising under federal, state, local, or common law, including but not limited to Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act (“ADEA”), the Civil Rights Act of 1991, the Older Workers Benefit Protection Act, the Worker Adjustment and Retraining Notification Act (“WARN”), the Americans with Disabilities Act, the Family and Medical Leave Act, the Equal Pay Act and/or all state and local human or civil rights statutes.
- (c) Paragraphs 11(a) and (b) above will not apply to:
- (i) your accrued entitlements and options under the Company’s pension scheme as at the Termination Date; and
 - (ii) any claim for personal injury (other than any claim for injury to feelings or personal injury which may be made in any Employment Tribunal) that you are not aware of as at the date of signing this Settlement Agreement and which arises out of any failure by the Company or any other member of the Group to comply with its obligations under current health and safety legislation.
- (d) In signing this Settlement Agreement you are representing and warranting that:
- (i) you have instructed your Adviser to advise you whether you have or may have any Statutory Claim (as defined in paragraph 11(e) below) against the Company or any other member of the Group or their respective directors, officers and employees arising out of or in connection with your employment and its termination;
 - (ii) you have provided your Adviser with whatever information is in your possession which your Adviser requires to advise you whether you have or may have any such Statutory Claim;
 - (iii) your only Statutory Claims or particular complaints are for [INSERT CLAIMS] [**adviser to insert further claims, if any**];
 - (iv) your Adviser has advised you that, on the basis of the information available to your Adviser, you have no other Statutory Claim against the Company or any other member of the Group or their respective directors, officers and employees;
 - (v) as at the date of signing this Settlement Agreement, you are not aware of any facts or circumstances that could give rise to any claim for personal injury; and
 - (vi) your Adviser is a relevant independent Adviser for the purposes of each statute or statutory instrument in the Employment Legislation and an independent Adviser for the purposes of s147 of the Equality Act 2010.

- (e) A “**Statutory Claim**” means any claim for or relating to unfair dismissal, a redundancy payment, equal pay, sex, race or disability discrimination, discrimination on the grounds of age, religion, belief or sexual orientation or any protected characteristic under the Equality Act 2010, working time, unauthorised deduction from wages or any claim for the infringement of any other statutory employment rights which you may have under the Employment Rights Act 1996, the Equal Pay Act 1970, the Sex Discrimination Act 1975, the Race Relations Act 1976, the Trade Union and Labour Relations (Consolidation) Act 1992, the Disability Discrimination Act 1995, the Human Rights Act 1998, the Working Time Regulations 1998, the National Minimum Wage Act 1998, the Employment Relations Act 1999, Part VII Transnational Information and Consultation of Employees Regulations 1999, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000, the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Sexual Orientation) Regulations 2003, Part VIII Information and Consultation of Employees Regulations 2004, the Employment Equality (Age) Regulations 2006, the Transfer of Undertakings (Protection of Employment) Regulations 2006, the Schedule to the Occupational and Personal Pension Schemes (Consultation by Employers and Miscellaneous Amendment) Regulations 2006, the Equality Act 2010 or, in relation to all such matters, any claims under related European law or legislation.
- (f) You acknowledge that the Company and the Group are relying on paragraphs 11(a) and 11(b) above in deciding to enter into this Settlement Agreement. If you breach either of these paragraphs and a judgment or order is made against any member of the Group, you acknowledge that it will have a claim against you for damages of not less than the judgment or order.

12. **Entire agreement**

This Settlement Agreement constitutes the entire agreement and understanding between the parties in relation to the termination of your employment. The Company or any other member of the Group will have no liability or remedy in tort against it in respect of any representation, warranty or other statement (other than those contained in this Settlement Agreement) being false, inaccurate or incomplete unless it was made fraudulently. You acknowledge that you are not entering into this Settlement Agreement in reliance on any representation, warranty or undertaking which is not contained in this Settlement Agreement.

13. **Applicable law**

This Settlement Agreement will be construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise in connection with this Settlement Agreement.

If these proposals are acceptable, would you please confirm your acceptance by signing and returning the enclosed copy of this letter to me. In doing so you will be confirming that you have complied with the conditions in paragraph 2 (*Pre-condition(s)*). Once signed and received by us, together with the certificate attached at Schedule 1 (*Certificate of Adviser*) duly signed and dated, the Settlement Agreement will be binding and the “Without Prejudice” label will cease to apply.

Yours sincerely

.....

For and on behalf of the Company

On Copy:

I, Andrew J. Stafford, accept these proposals:

Signed:

Dated:

SCHEDULE 1

Certificate of Adviser

I hereby certify as follows:

1. I am a relevant independent adviser as defined in each statute or statutory instrument in the Employment Legislation, as defined in paragraph 11(a) (*Full and Final Settlement*) and an independent adviser as defined in s147 of the Equality Act 2010.
2. I have advised Andrew J. Stafford (“**my Client**”) on the terms and effect of the Settlement Agreement dated [Date] between Unisys Europe Limited (the “**Company**”) and my Client and, in particular, its effect on my Client’s ability to pursue my Client’s rights before an Employment Tribunal, including the matters set out in the paragraph of the Settlement Agreement headed “Full and final settlement”.
3. I am not acting (and have not acted) in relation to this matter for the Company or any associated employer.
4. There is in force a contract of insurance or an indemnity provided for members of a profession or professional body covering the risk of a claim by my Client in respect of loss arising in consequence of the advice I have given.
5. I confirm that paragraphs 11(d) (i), (iii), (iv) and (vi) (*Full and final settlement*) of the Settlement Agreement are accurate.

SIGNED:

Name of Independent Adviser:

Firm:

Address:

Dated:

**AMENDMENT 2017-1
TO THE
UNISYS SAVINGS PLAN**

Pursuant to Section 13.01 of the Unisys Savings Plan (the “Plan”), the Plan is hereby amended, effective January 1, 2017 except as otherwise provided herein, as follows:

1. Effective December 30, 2016, Article I of the Plan is hereby amended by adding the following provision to the end thereof to read, in its entirety, as follows:

“1.06 Plan Merger. Effective December 30, 2016, the Unisys Technical Services Savings Plan (the ‘UTS’ Plan) and its trust shall be merged with and into the Plan and its Trust. All beneficiary designations and contribution, investment, distribution and withdrawal elections made by a Participant, and in effect on December 30, 2016, under the Unisys Technical Services Savings Plan shall remain in effect under this Plan until changed by the Participant in accordance with the applicable provisions of the Plan. Any outstanding loan taken by a Participant under the UTS Plan shall be repaid under this Plan and shall be taken into account when determining eligibility for a loan under this Plan.”

2. Section 2.17 of the Plan is hereby amended in its entirety to read as follows:

“2.17 ‘Compensation’ means a Participant’s wages or salary paid by an Employer to an Employee, including amounts deducted in accordance with sections 125, 132(f)(4) or 401(k) of the Code, overtime pay, shift differentials, overseas hardship and war risk premiums, payments for accrued but unused vacation, commissions paid under the terms of a written ongoing sales commission plan, paid bonuses paid under the terms of a written ongoing bonus plan approved as such by the Plan Manager, military differential wage payments made by the Employer to a Participant in accordance with section 3401(h) and section 414(u)(12) of the Code and Workers’ Compensation differential wage payments made by the Employer to a Participant, but excluding any amounts received by an Employee while he is not a Participant, additional fringe benefit payments related to the Service Contract Act, any other deferred compensation, ‘garden leave payments,’ California additional short-term disability, family medical leave and meal premium payments and penalties, and amounts in excess of the dollar limitation in effect under section 401(a)(17) of the Code with respect to any Plan Year, and any amounts that are excluded from the definition of compensation set forth in section 415(c)(3) of the Code. Notwithstanding the foregoing, any amounts deducted on a pre-tax basis for group health coverage because the Participant is unable to certify that he or she has other health coverage, so long as the Employer does not otherwise request or collect information regarding the Participant’s other health coverage as part of the enrollment process for the Employer’s health plan, shall be included as Compensation.

For purposes of this Section 2.17, ‘garden leave payments’ are certain amounts negotiated under a Participant’s termination agreement that are paid during periods when no services are performed by such Participant.”

3. Section 4.01(a)(2) of the Plan is hereby amended in its entirety to read as follows:

“(2) The amount of the Tax Deferred Contribution made for a Participant with respect to any Plan Year pursuant to this subsection (a) shall be the amount specified in the salary reduction notice. The percentage specified shall be a whole percentage of the Participant’s Compensation not to exceed (A) 80% (30% for periods prior to January 1, 2016) with respect to a Participant who is a Non-Highly Compensated Employee or (B) 9% (18% for periods prior to January 1, 2017) with respect to a Participant who is a Highly Compensated Employee. The Plan Manager may, in its discretion, increase or decrease the maximum permissible amount of Tax Deferred Contributions at any time and from time to time as it deems appropriate. Any salary reduction notice shall relate only to Compensation as yet unearned when the notice is filed and may not be amended during the period to which it pertains, except that it may be terminated as to amounts unearned at the date of a Participant’s Termination of Employment.”
4. Section 10.06(a) (formerly Section 10.07(a)) of the Plan is hereby amended in its entirety to read as follows:

“(a) Subject to the requirements set forth in Section 10.01 and in subsection (b) of this Section 10.06, and, if applicable, in accordance with Appendix B, a Participant may elect a withdrawal from his Account (excluding any earnings credited to his Tax Deferred Account after December 31, 1988), on account of an immediate and heavy financial hardship; provided, however, that the amount of such withdrawal must be necessary to satisfy the immediate and heavy financial need as determined under subsections (c) and (d).”
5. In all respects not amended, the Plan is hereby ratified and affirmed.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the Plan on the date(s) set forth below.

UNISYS CORPORATION

By: /s/ David A. Loeser Dated: 1/10/17
David A. Loeser
Senior Vice President of Worldwide Human Resources

/s/ Inder Singh Dated: 1/10/17
Inder Singh
Senior Vice President and Chief Financial Officer

/s/ Gerald P. Kenney Dated: 1/10/17
Gerald P. Kenney
Senior Vice President and Chief Legal Officer

Exhibit 12

UNISYS CORPORATION
 COMPUTATION OF RATIO OF EARNINGS TO COMBINED FIXED CHARGES AND
 PREFERRED STOCK DIVIDENDS (UNAUDITED)
 (\$ in millions)

	Years Ended December 31				
	2016	2015	2014	2013	2012
Fixed charges					
Interest expense	\$ 27.4	\$ 11.9	\$ 9.2	\$ 9.9	\$ 27.5
Interest capitalized during the period	3.0	3.1	4.0	3.2	5.3
Amortization of revolving credit facility expenses	0.4	1.5	1.6	1.6	1.7
Portion of rental expense representative of interest	25.8	26.9	27.9	28.4	28.2
Total Fixed Charges	56.6	43.4	42.7	43.1	62.7
Preferred stock dividend requirements (a)	—	—	2.7	16.2	16.2
Total fixed charges and preferred stock dividends	56.6	43.4	45.4	59.3	78.9
Earnings					
Income (loss) before income taxes	20.5	(58.8)	145.5	219.4	254.1
Add amortization of capitalized interest	3.1	3.7	4.5	5.0	7.5
Subtotal	23.6	(55.1)	150.0	224.4	261.6
Fixed charges per above	56.6	43.4	42.7	43.1	62.7
Less interest capitalized during the period	(3.0)	(3.1)	(4.0)	(3.2)	(5.3)
Total earnings	\$ 77.2	\$ (14.8)	\$ 188.7	\$ 264.3	\$ 319.0
Ratio of earnings to fixed charges	1.36	*	4.42	6.13	5.09
Ratio of earnings to fixed charges and preferred stock dividends (b)	1.36	N/A	4.16	4.46	4.04

(a) Amounts have not been grossed up for income taxes since the preferred stock was issued by the U.S. parent corporation which has a full valuation allowance against its net deferred tax assets.

(b) The ratio of earnings to fixed charges and preferred stock dividends is calculated by dividing total earnings by total fixed charges and preferred stock dividends.

* Earnings for the year ended December 31, 2015 were inadequate to cover fixed charges by \$58.2 million.

Exhibit 21

SUBSIDIARIES OF THE REGISTRANT

Unisys Corporation, the registrant, a Delaware company, has no parent. The registrant has the following subsidiaries:

<u>Name of Company</u>	<u>State or Other Jurisdiction Under the Laws of Which Organized</u>
Unisys Limited	United Kingdom
Intelligent Processing Solutions Limited	United Kingdom
Unisys Nederland N.V.	Netherlands

Pursuant to Item 601(b)(21)(ii) of Regulation S-K, subsidiaries of the Company have been omitted which, considered in the aggregate as a single subsidiary, would not have constituted a significant subsidiary (as defined in Rule 1-02(w) of Regulation S-X) as of December 31, 2016.

Exhibit 23

Consent of Independent Registered Public Accounting Firm

The Board of Directors

Unisys Corporation:

We consent to the incorporation by reference in the Registration Statements (Nos. 333-40012, 333-114718, 333-145429, 333-156569, 333-171004, 333-171005, and 333-192040) on Form S-8 and in the Registration Statements (Nos. 333-181874 and 333-202243) on Form S-3 and in the Registration Statement (No. 333-74745) on Form S-4 of Unisys Corporation of our report dated February 21, 2017, with respect to the consolidated balance sheets of Unisys Corporation as of December 31, 2016 and 2015, and the related consolidated statements of income, comprehensive income, deficit and cash flows for each of the years in the three year period ended December 31, 2016, and the related financial statement schedule, and the effectiveness of internal control over financial reporting as of December 31, 2016, which reports appear or are incorporated by reference in the December 31, 2016 Annual Report on Form 10-K of Unisys Corporation.

/s/ KPMG LLP

Philadelphia, Pennsylvania

February 21, 2017

Exhibit 24

POWER OF ATTORNEY
Unisys Corporation
Annual Report on Form 10-K
for the year ended December 31, 2016

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below does hereby make, constitute and appoint PETER A. ALTABEF, INDER M. SINGH and GERALD P. KENNEY, and each one of them severally, his true and lawful attorneys-in-fact and agents, for such person and in such person's name, place and stead, to sign the Unisys Corporation Annual Report on Form 10-K for the year ended December 31, 2016, and any and all amendments thereto and to file such Annual Report on Form 10-K and any and all amendments thereto with the Securities and Exchange Commission, and does hereby grant unto such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as said person might or could do in person, hereby ratifying and confirming all that such attorney-in-fact and agents and each of them may lawfully do or cause to be done by virtue hereof.

Dated: February 9, 2017

/s/ Peter A. Altabef

Peter A. Altabef

President and Chief Executive Officer; Director

/s/ Philippe Germond

Philippe Germond

Director

/s/ Jared L. Cohon

Jared L. Cohon

Director

/s/ Leslie F. Kenne

Leslie F. Kenne

Director

/s/ Alison Davis

Alison Davis

Director

/s/ Lee D. Roberts

Lee D. Roberts

Director

/s/ Nathaniel A. Davis

Nathaniel A. Davis

Director

/s/ Paul E. Weaver

Paul E. Weaver

Chairman of Board

/s/ Denise K. Fletcher

Denise K. Fletcher

Director

Exhibit 31.1

CERTIFICATION

I, Peter A. Altabef, certify that:

1. I have reviewed this annual report on Form 10-K 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 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: February 21, 2017

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

Exhibit 31.2

CERTIFICATION

I, Inder M. Singh, certify that:

1. I have reviewed this annual report on Form 10-K 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 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: February 21, 2017

	/s/ Inder M. Singh
Name:	Inder M. Singh
Title:	Senior Vice President and Chief Financial Officer

Exhibit 32.1

CERTIFICATION OF PERIODIC REPORT

I, Peter A. Altabef, President 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 Annual Report on Form 10-K of the Company for the year ended December 31, 2016 (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.

Dated: February 21, 2017

/s/ Peter A. Altabef

Peter A. Altabef

President 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, Inder M. Singh, Senior 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 Annual Report on Form 10-K of the Company for the year ended December 31, 2016 (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.

Dated: February 21, 2017

/s/ Inder M. Singh

Inder M. Singh
Senior 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.