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

FORM 8-K

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

DATE OF REPORT (DATE OF EARLIEST EVENT REPORTED): JUNE 25, 2025

UNISYS CORPORATION

(Exact name of registrant as specified in charter)

Delaware
(State or other jurisdiction
of incorporation)

1-8729
(Commission
file number)

38-0387840
(I.R.S. employer
identification no.)

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

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

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

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

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

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

Emerging growth company

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

Item 1.01. Entry into a Material Definitive Agreement.

On June 27, 2025, Unisys Corporation (the “Company”) entered into a supplemental indenture (the “Supplemental Indenture”), between the Company, the subsidiary guarantors party thereto, and Computershare Trust Company, N.A. (the “Trustee”), to the indenture, dated as of October 29, 2020, as supplemented to date (the “Indenture”), relating to the Company’s 6.875% Senior Secured Notes due 2027 (the “Notes”).

The Supplemental Indenture effects certain amendments (the “Amendments”) to the Indenture for which consents were solicited in connection with the Company’s previously announced tender offer (the “Tender Offer”) and consent solicitation with respect to the Notes. Specifically, the Supplemental Indenture amends the Indenture by eliminating substantially all restrictive covenants and certain events of default applicable to the Notes, and releases all of the collateral securing the Notes and modifies certain other provisions in the Indenture. As of 5:00 p.m., New York City time, on June 25, 2025, \$480,054,000 aggregate principal amount of the Notes, representing approximately 98.98% of the outstanding principal amount of the Notes, had been validly tendered and not validly withdrawn, which amount was sufficient to constitute the requisite consents to approve the Amendments.

The foregoing description of the Supplemental Indenture does not purport to be complete and is qualified in its entirety by reference to the full text of the Supplemental Indenture, a copy of which is attached hereto as Exhibit 4.1, and is incorporated herein by reference.

Item 1.02 Termination of a Material Definitive Agreement.

On June 27, 2025, the Company satisfied and discharged the Indenture. In connection with the satisfaction and discharge, the Company issued a notice of redemption (the “Redemption Notice”) for the entire outstanding principal amount of the outstanding Notes on November 1, 2025 (the “Redemption Date”). On June 27, 2025, the Company irrevocably deposited \$5,117,000 in United States government securities with the Trustee, representing the redemption price of the outstanding Notes, equal to 100% of the aggregate principal amount of the Notes to be redeemed, plus accrued but unpaid interest on the Notes to be redeemed to, but not including, the Redemption Date (the “Redemption Price”). As a result of the satisfaction and discharge, the Indenture ceased to be of further effect except as to rights of registration of transfer or exchange of Notes which survive until all Notes have been canceled and the rights, protections and immunities of the Trustee, as expressly provided for in the Indenture.

The Company used a portion of the net proceeds from its previously announced offering and sale of \$700,000,000 aggregate principal amount of its 10.625% senior secured notes due 2031 to fund the satisfaction and discharge of the Indenture.

This Current Report on Form 8-K is not an offer to buy, or a notice of redemption with respect to, the Notes or any other securities.

Item 2.04 Triggering Events that Accelerate or Increase a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement.

The disclosure set forth under Item 1.02 of this Current Report on Form 8-K is incorporated herein by reference.

Item 3.03 Material Modification to Rights of Security Holders.

The disclosure set forth under Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On June 26, 2025, the Company announced the early results of its previously announced Tender Offer. The deadline for Notes holders to tender their Notes in order to qualify for the payment of the early tender premium in addition to the tender offer consideration expired at 5:00 p.m., New York City time, on June 25, 2025 (the “Early Tender Expiration Date”). As of the Early Tender Expiration Date, \$480,054,000, or 98.98%, of the \$485,000,000 aggregate principal amount of the Notes outstanding prior to the Tender Offer had been validly tendered and not withdrawn in the Tender Offer. The Company accepted for purchase all of the Notes validly tendered and not validly withdrawn in the Tender Offer at or prior to the Early Tender Expiration Date on June 27, 2025 (the “Early Settlement Date”).

The Company will continue accepting Notes until 5:00 p.m., New York City time, on July 11, 2025. Holders who tender during this time will receive \$976.25 per \$1,000 principal amount of Notes, plus accrued but unpaid interest, with payment expected on July 14, 2025. The Tender Offer is made pursuant to the Company’s Offer to Purchase dated June 11, 2025. BofA Securities, Inc. is acting as the dealer manager for the Tender Offer. Global Bondholder Services Corporation is serving as the tender and information agent for the Tender Offer. This Current Report on Form 8-K is neither an offer to purchase nor a solicitation to buy any of the Notes nor is it a solicitation for acceptance of the Tender Offer.

The press release announcing the early results of the Tender Offer is attached hereto as Exhibit 99.1.

The information in Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.1 attached hereto, shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section. The information in Item 7.01 and in Exhibit 99.1 shall not be incorporated by reference into any registration statement or other document filed with the Securities and Exchange Commission by the Company, whether before or after the date hereof, regardless of any general incorporation language in such filing, except as shall be expressly set forth by specific reference in such filing.

Item 9.01. Financial Statements and ExhibitsExhibit No. Description

4.1	Supplemental Indenture, dated June 27, 2025, among Unisys Corporation, Subsidiary Guarantors, as parties thereto, and Computershare Trust Company, N.A., as trustee.
99.1	Press Release, dated June 26, 2025, of Unisys Corporation.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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

UNISYS CORPORATION

Date: June 27, 2025

By: /s/ Debra McCann

Debra McCann

Executive Vice President and Chief Financial Officer

SUPPLEMENTAL INDENTURE

Dated as of June 27, 2025

Among

UNISYS CORPORATION,

and

COMPUTERSHARE TRUST COMPANY, N.A.,

as Trustee and as Collateral Trustee

6.875% SENIOR SECURED NOTES DUE 2027

This Supplemental Indenture (this "Supplemental Indenture"), dated as of June 27, 2025, among Unisys Corporation, a Delaware corporation (the "Company"), the Subsidiary Guarantors party hereto (together with their respective successors and assigns, the "Subsidiary Guarantors"), and Computershare Trust Company, N.A., as trustee (in such capacity, the "Trustee") and as collateral trustee (in such capacity, the "Collateral Trustee"), under the Indenture (as defined herein). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Indenture.

W I T N E S S E T H

WHEREAS, the Company, the Subsidiary Guarantors, the Collateral Trustee and the Trustee have heretofore executed and delivered to the Trustee an indenture dated as of October 29, 2020 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the "Indenture"), providing for the issuance of 6.875% Senior Secured Notes due 2027 (the "Notes");

WHEREAS, Section 9.2 of the Indenture provides that the Company and the Trustee may amend or supplement the Indenture and the Notes with the consent of the Holders of at not less than a majority in aggregate principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, the Notes), *provided* that an amendment that has the effect of releasing all or substantially all of the Collateral from the Liens securing the Notes will require the consent of the Holders of at least 66 2/3% in aggregate principal amount of the Notes then outstanding, in each case without taking into consideration Notes then outstanding registered in the name of, or beneficially owned by, the Company or any Affiliate of the Company;

WHEREAS, the Company has offered to purchase for cash any and all outstanding Notes (the "Tender Offer") and has solicited consents (the "Consent Solicitation") to make (i) certain amendments to the Indenture requiring the consent of the Holders of at not less than a majority in aggregate principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, the Notes) (the "Majority Amendments") and (ii) certain amendments to release all of the Collateral from the Liens securing the Notes to the Indenture requiring the consent of the Holders of at least 66 2/3% in aggregate principal amount of the Notes then outstanding (the "Collateral Release Amendments") and, together with the Majority Amendments, the "Proposed Amendments") (in each case of (i) and (ii), without taking into consideration Notes then outstanding registered in the name of, or beneficially owned by, the Company or any Affiliate of the Company) pursuant to the Company's Offer to Purchase and Consent Solicitation Statement, dated June 11, 2025 (the "Solicitation Statement");

WHEREAS, the Holders of not less than a majority in aggregate principal amount of the Notes then outstanding have duly consented to the Majority Amendments to the Indenture in accordance with the terms thereof (including Section 9.2 thereof) (the "Majority Requisite Consents");

WHEREAS, the Holders of at least 66 2/3% in aggregate principal amount of the Notes then outstanding have duly consented to the Collateral Release Amendments to the Indenture in accordance with the terms thereof (including Section 9.2 thereof) (together with the Majority Requisite Consents, the "Requisite Consents");

WHEREAS, the Holders who have delivered such Requisite Consents to the Proposed Amendments have waived any rights to withdraw such consents pursuant to the Indenture;

WHEREAS, the Company has heretofore delivered, or is delivering contemporaneously herewith, to the Trustee (i) a copy of resolutions of the Board of Directors of the Company authorizing the execution of this Supplemental Indenture, (ii) evidence of the consent of Holders set forth in the immediately preceding paragraph and (iii) the Officers' Certificate and the Opinion of Counsel described in Section 9.6 of the Indenture; and

WHEREAS, all conditions necessary to authorize the execution and delivery of this Supplemental Indenture and to make this Supplemental Indenture valid and binding have been complied with or have been done or performed.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, and notwithstanding any provision of the Indenture which, absent this Supplemental Indenture, might operate to limit such action, the parties hereto mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

SECTION 1.1. Amendments.

(I) Subject to Section 2.2 hereof, the Indenture is hereby amended by:

- a) replacing in their entireties Sections 4.2, 4.3, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15, 4.16, 4.17, 4.18 and 4.19 with: “[Reserved.]”;
- b) (x) replacing in its entirety Section 5.1(a)(3) of the Indenture with: “[Reserved];” and (y) replacing in its entirety Section 5.1(b) of the Indenture, with: “[Reserved].”;
- c) replacing Sections 6.1(3) and 6.1(6) – (11) with “[Reserved].”;
- d) Article XI of the Indenture is hereby deleted and is amended and restated in its entirety with the following:

“ARTICLE XI [RESERVED]”;

(II) Proposed Amendments to the Indenture pursuant to this Supplemental Indenture shall also apply to the Notes.

(III) Effective as of the date hereof, none of the Company, the Trustee, the Collateral Trustee or any other parties to or beneficiaries of the Indenture shall have any rights, obligations or liabilities under the Articles, Sections or Clauses referred to in Section 1.1(I) above and such Articles, Sections or Clauses shall not be considered in determining whether an Event or Default has occurred or whether the Company has observed, performed or complied with the provisions of the Indenture.

SECTION 1.2. Release of Collateral.

a) Subject to Section 2.2 hereof, the Liens on the Collateral under the Security Documents with respect to the Notes are hereby released. The Trustee and the Collateral Trustee shall execute any documents and/or termination statements reasonably requested by, and prepared by, the Company in order to release such Liens under the Security Documents on the Collateral. The Company and its designees are hereby authorized to file any lien releases, termination statements or similar documents as the Company determines are necessary or advisable to effect or reflect the release of Liens on the Collateral with respect to the Notes.

b) Notwithstanding the execution and delivery of this Supplemental Indenture, the rights, privileges, and immunities of the Collateral Trustee shall survive pursuant to the terms of the Indenture and the Security Documents (as in effect immediately prior to the execution and delivery of this Supplemental Indenture).

SECTION 1.3. Amendment of Definitions.

a) Subject to Section 2.2 hereof, the Indenture is hereby amended by deleting any definitions from the Indenture with respect to which references would be eliminated as a result of the amendments of the Indenture pursuant to Section 1.1 and 1.2 hereof.

SECTION 2.1. Effect of Supplemental Indenture. Except as amended hereby, the Indenture is in all respects ratified and confirmed and all of the terms of the Indenture shall remain and continue in full force and effect and are hereby confirmed in all respects. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby. From and after the date of this Supplemental Indenture, all references to the Indenture (whether in the Indenture, or in any other agreements, documents or instruments) shall be deemed to be references to the Indenture as amended and supplemented by this Supplemental Indenture.

SECTION 2.2. Effectiveness. The provisions of this Supplemental Indenture shall be effective only upon the execution and delivery of this instrument by the parties hereto. Notwithstanding the foregoing sentence, the provisions of this Supplemental Indenture shall become operative only upon the payment of the applicable consideration pursuant to the Tender Offer and Consent Solicitation, with the result that the amendments to the Indenture effected by this Supplemental Indenture shall be deemed to be revoked retroactively to the date hereof if such payment shall not occur. This Supplemental Indenture shall not amend, modify or alter any provision of the Indenture that would require, pursuant to Section 9.2 of the Indenture, the consent of each affected Holder in order to make such amendment, modification or alternation.

SECTION 2.3. Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH OF THE PARTIES TO THIS SUPPLEMENTAL INDENTURE EACH HEREBY IRREVOCABLY SUBMITS TO THE NON- EXCLUSIVE JURISDICTION OF ANY NEW YORK STATE OR FEDERAL COURT SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE NOTES, THE SUBSIDIARY GUARANTEES OR THIS SUPPLEMENTAL INDENTURE, AND ALL SUCH PARTIES HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR FEDERAL COURT AND HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT THAT THEY MAY LEGALLY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. EACH OF THE COMPANY, THE SUBSIDIARY GUARANTORS, THE TRUSTEE AND THE COLLATERAL TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 2.4. Counterparts. This Supplemental Indenture may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes. The words "execution," "executed," "signed," "signature," "delivery" and words of like import in or relating to this Supplemental Indenture or any document to be signed in connection with this Supplemental Indenture shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

SECTION 2.5. Headings. The section headings herein are for convenience of reference only, and are not to be considered a part of this Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

SECTION 2.6. No Representations by Trustee and Collateral Trustee. The Trustee accepts the amendments of the Indenture effected by this Supplemental Indenture, but on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee. Without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Company, or for or with respect to (i) the validity or sufficiency of this Supplemental Indenture or any of the terms or provisions hereof, (ii) the proper authorization hereof by the Company by action or otherwise, (iii) the due execution hereof by the Company or (iv) the consequences of any amendment herein provided for, and the Trustee makes no representation with respect to any such matters.

SECTION 2.7. Separability Clause. In case any provision of this Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

UNISYS CORPORATION, as Company

By: /s/ Debra McCann

Name: Debra McCann

Title: Executive Vice President and Chief Financial Officer

UNISYS HOLDING CORPORATION, as Subsidiary Guarantor

By: /s/ David L. Brown

Name: David L. Brown

Title: Vice President, Chief Accounting Officer and Corporate Controller

UNISYS NPL, INC., as Subsidiary Guarantor

By: /s/ David L. Brown

Name: David L. Brown

Title: Vice President, Chief Accounting Officer and
Corporate Controller

UNISYS AP INVESTMENT COMPANY I, as Subsidiary Guarantor

By: /s/ David L. Brown

Name: David L. Brown

Title: Vice President, Chief Accounting Officer and Corporate Controller

COMPUTERSHARE TRUST COMPANY, N.A., as Trustee

By: /s/ Corey J. Dahlstrand

Name: Corey J. Dahlstrand

Title: Vice President

COMPUTERSHARE TRUST COMPANY, N.A., as Collateral Trustee

By: /s/ Corey J. Dahlstrand

Name: Corey J. Dahlstrand

Title: Vice President



News Release

Unisys Announces Early Results of Previously Announced Cash Tender Offer

BLUE BELL, Pa., June 26, 2025 – Unisys Corporation (NYSE: UIS) (“we,” “us,” “our,” “Unisys” or the “Company”) is releasing early results as of 5:00 p.m., New York City time, on June 25, 2025 (the “Early Tender Expiration”), of our previously announced (i) tender offer (the “Tender Offer”) to purchase for cash any and all of our outstanding 6.875% Senior Secured Notes due 2027 (the “Notes”) and (ii) solicitation of consents from holders (each, a “Holder” and, collectively, the “Holders”) of the Notes (the “Consent Solicitation”) to proposed amendments (the “Proposed Amendments”) to the indenture governing the Notes (the “Indenture”).

Tender Offer Highlights

- As of 5:00 p.m. New York City time, on June 25, 2025, 98.98% of the Notes have been validly tendered and not withdrawn.
- We expect to purchase all Notes tendered on or before June 25, 2025 on June 27, 2025 (the “Early Settlement Date”) for \$1,006.25 per \$1,000 principal (the “Total Consideration”) amount of Notes plus accrued but unpaid interest to, but excluding, the Early Settlement Date.
- As a result of receiving the requisite consents in the Consent Solicitation to adopt the Proposed Amendments, we expect to amend the Indenture to eliminate substantially all restrictive covenants and certain default events, release all of the collateral securing the Notes and modify certain other provisions in the Indenture on the Early Settlement Date.
- Holders may continue to tender their Notes until 5:00 p.m., New York City time, on July 11, 2025. Holders who tender during this time will be eligible to receive \$976.25 per \$1,000 principal (the “Tender Offer Consideration”) amount of Notes plus accrued but unpaid interest, with payment expected on July 14, 2025 (the “Final Settlement Date”).

The following table summarizes the material terms of the Tender Offer and the aggregate principal amount of Notes validly tendered and not validly withdrawn at or prior to the Early Tender Expiration, according to information provided by the Tender and Information Agent (as defined below).

Title of Notes	CUSIP Nos./ISINs	Aggregate Principal Amount Outstanding(1)	Aggregate Principal Amount Tendered at the Early Tender Expiration	Percent of Outstanding Principal Amount Tendered at the Early Tender Expiration	Tender Offer Consideration (2)(3)	Early Tender Premium (2)	Total Consideration (2)(3)(4)
6.875% Senior Secured Notes due 2027	144A CUSIP: 909214 BV9 Reg S CUSIP: U90921 AF1 144A ISIN: US909214BV97 Reg S ISIN: USU90921AF11	\$ 485,000,000	\$ 480,054,000	98.98%	\$ 976.25	\$ 30.00	\$ 1,006.25

(1) As of June 11, 2025.

(2) Per \$1,000 principal amount of Notes tendered and accepted for purchase.

(3) Excludes accrued and unpaid interest from the last date on which interest has been paid to, but excluding, the Early Settlement Date or the Final Settlement Date, as applicable, that will be paid on the Notes accepted for purchase.

(4) Includes the Early Tender Premium.

The withdrawal deadline for the Tender Offer expired at 5:00 p.m., New York City time, on June 25, 2025. As a result, tendered Notes may no longer be withdrawn.

We have elected to exercise our right to make payment for Notes that were validly tendered at or prior to the Early Tender Expiration and that are accepted for purchase on the Early Settlement Date. Each Holder who validly tendered and did not validly withdraw its Notes at or prior to the Early Tender Expiration and whose Notes are accepted for purchase will be entitled to receive the Total Consideration, which includes the Early Tender Premium, each as set forth in the table above.

We expect to concurrently (i) amend our existing amended and restated asset-based revolving credit facility and (ii) issue \$700 million aggregate principal amount of our Senior Secured Notes due 2031 subject to certain conditions ((i) and (ii) together, the “Financing Transaction”). We expect to use a portion of the net proceeds from the Financing Transaction, together with cash on hand, to pay the applicable consideration for all tendered Notes, plus accrued interest and all related fees and expenses. The Financing Transaction is not conditioned upon the completion of the Tender Offer.

As a result of receiving the requisite consents in the Consent Solicitation to adopt the Proposed Amendments, we, our subsidiary guarantors and Computershare Trust Company, N.A., as trustee, expect to enter into a supplemental indenture to the Indenture giving effect to the Proposed Amendments. The Proposed Amendments will not become operative unless and until we purchase all Notes validly tendered (and not validly withdrawn) in the Tender Offer. Upon becoming operative, the Proposed Amendments will apply to all remaining Holders of Notes.

Holdes may continue to tender their Notes until 5:00 p.m., New York City time, on July 11, 2025, unless extended by us in our sole discretion (such time and date, as the same may be extended, the “Expiration Time”). Holders of Notes who validly tender their Notes following the Early Tender Expiration and at or prior to the Expiration Time will be eligible to receive the Tender Offer Consideration set forth in the table above. No tenders submitted after the Expiration Time will be valid. Payment for the Notes that are validly tendered at or prior to the Expiration Time and that are accepted for purchase will be made on the Final Settlement Date.

The terms and conditions of the Tender Offer and the Consent Solicitation are described in an Offer to Purchase and Consent Solicitation Statement, dated June 11, 2025 (the “Offer to Purchase and Consent Solicitation Statement”). The Tender Offer and Consent Solicitation is subject to the satisfaction or waiver of certain conditions set forth in the Offer to Purchase and Consent Solicitation Statement.

We reserve the right to terminate or extend the Tender Offer or the Consent Solicitation if any condition to the Tender Offer or the Consent Solicitation is not satisfied (or otherwise in our sole discretion), and to amend the Tender Offer or the Consent Solicitation in any respect. As less than 100% of the outstanding Notes are tendered and accepted for payment pursuant to the Tender Offer, we intend, but are not obligated, to redeem the Notes on or after the par call date of the Notes of November 1, 2025 and satisfy and discharge our obligations pursuant to the terms of the Indenture prior to such date. Nothing herein or in Offer to Purchase and Consent Solicitation Statement shall constitute a notice of redemption of the Notes or an obligation to issue a notice of redemption or satisfy or discharge the Indenture.

This press release does not constitute an offer to sell, or a solicitation of an offer to buy, any security. No offer, solicitation, or sale will be made in any jurisdiction in which such an offer, solicitation, or sale would be unlawful.

BofA Securities is the dealer manager and solicitation agent (the “Dealer Manager”) in the Tender Offer and the Consent Solicitation. Global Bondholder Services Corporation has been retained to serve as the tender and information agent (the “Tender and Information Agent”) for the Tender Offer and the Consent Solicitation. Questions regarding the Tender Offer and the Consent Solicitation should be directed to BofA Securities by telephone at (980) 388-3646 (call collect) or (888) 292-0700 (toll-free). Requests for copies of the Offer to Purchase and Consent Solicitation Statement and other related materials should be directed to Global Bondholder Services Corporation by telephone at (212) 430-3774 (bankers and brokers, call collect) or (855) 654-2014 (all other, toll-free); or by email at contact@gbsc-usa.com.

None of the Company, its board of directors, the Dealer Manager, the Tender and Information Agent, the trustee under the Indenture, the Depository Trust Company nor any of their respective affiliates, makes any recommendation as to whether any Holder should tender or deliver, or refrain from tendering or delivering, any or all of such Holder's Notes or the Consent Solicitation, and none of the Company nor any of its affiliates has authorized any person to make any such recommendation. The Tender Offer and the Consent Solicitation are made only by the Offer to Purchase and Consent Solicitation Statement. The Tender Offer and the Consent Solicitation are not being made to Holders of Notes in any jurisdiction in which the making or acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction. In any jurisdiction where the securities, blue sky or other laws require the Tender Offer and the Consent Solicitation to be made by a licensed broker or dealer, the Tender Offer and the Consent Solicitation will be deemed to be made on behalf of the Company by the Dealer Manager or one or more registered brokers or dealers that are licensed under the laws of such jurisdiction.

About Unisys

Unisys is a global technology solutions company that powers breakthroughs for the world's leading organizations. Our solutions – cloud, AI, digital workspace, logistics and enterprise computing – help our clients challenge the status quo and unlock their full potential. To learn how we have been helping clients push what's possible for more than 150 years, visit unisys.com and follow us on LinkedIn.

Forward-Looking Statements

Any statements contained in this release that are not historical facts are forward-looking statements as defined in the Private Securities Litigation Reform Act of 1995. Forward-looking statements include, but are not limited to, statements regarding the completion of the Financing Transaction, the final terms of the offering and the anticipated use of proceeds therefrom and the intent to redeem any remaining outstanding Notes. These forward-looking statements are based on current assumptions, expectations and beliefs of Unisys and involve substantial risks and uncertainties that may cause actual results and the timing of events to materially differ from those expressed or implied by these forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, risks related to market and other general economic conditions, the ability of Unisys to meet the closing conditions required for the consummation of the offering and other risks detailed in filings Unisys makes with the U.S. Securities and Exchange Commission from time to time, including under the heading "Risk Factors" in Unisys' Annual Report on Form 10-K for the fiscal year ended December 31, 2024 and its most recent Quarterly Report on Form 10-Q for the quarter ended March 31, 2025. Unisys assumes no obligation to update any forward-looking statements.

Contacts

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RELEASE NO.: 0626/10005

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