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

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**FORM 8-K**

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

**Date of report (Date of earliest event reported): October 20, 2014**

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**SEACHANGE INTERNATIONAL, INC.**

(Exact Name of Registrant as Specified in its Charter)

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**DELAWARE**  
(State or Other Jurisdiction of  
Incorporation or Organization)

**0-21393**  
(Commission  
File Number)

**04-3197974**  
(I.R.S. Employer  
Identification No.)

**50 Nagog Park, Acton, MA**  
(Address of Principal Executive Offices)

**01720**  
(Zip Code)

**Registrant's telephone number including area code: (978) 897-0100**

**No change since last report**  
(Former Name or Address, if Changed Since Last Report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

(b)

As previously disclosed with the Securities and Exchange Commission, Raghu Rau is retiring as Chief Executive Officer and as a Class I Director of SeaChange International, Inc. (“SeaChange”), effective October 20, 2014.

In connection with his retirement, Mr. Rau and SeaChange entered into a Separation Agreement and Release of Claims, dated as of October 20, 2014 (the “Separation Agreement”). Under the terms of the Separation Agreement, SeaChange will:

- Pay Mr. Rau \$1,125,900, in two equal payments of \$562,950 on November 1, 2014 and February 1, 2015;
- Allow for the continued vesting of Mr. Rau’s 6,250 unvested stock options and 76,529 restricted stock units (“RSUs”) of SeaChange’s common stock previously granted to Mr. Rau until February 1, 2015, at which time the unvested portion of these stock options and RSUs will be accelerated and fully vested;
- Waive the continuing employment requirement applicable for the exercise of Mr. Rau’s vested stock options of SeaChange common stock, and allow Mr. Rau to exercise his vested stock options until January 19, 2016; and
- Receive transition consulting support from Mr. Rau until October 20, 2015.

Under the Separation Agreement, Mr. Rau affirmed his existing Employee Noncompetition, Nondisclosure and Developments Agreement pursuant to which Mr. Rau agreed to non-competition and non-solicitation provisions restricting his activities for a one-year post-employment period.

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

(c)

As previously disclosed with the Securities and Exchange Commission, on October 20, 2014, the Board of Directors of SeaChange appointed Jay Samit as the Chief Executive Officer and as a Class I Director (with a term to expire at the 2015 annual meeting) of SeaChange, effective October 20, 2014.

Mr. Samit, 53, served as President of ooVoo from May 2011 to January 2013 and previously served as Chief Executive Officer of SocialVibe from October 2009 to January 2011, Chairman of Digital Containers from January 2008 to December 2008, and Executive Vice President & GM of Sony Corporation of America from June 2003 to June 2007. Mr. Samit has also served on the Board of Directors of Equal Earth from August 2014 to present, in addition to being an Adjunct Professor at the USC Viterbi School of Engineering from August 2011 to present; Executive Chairman of Realty Mogul from June 2012 to June 2014; Board Advisor to SONICO from January 2010 to December 2010; Senior Strategic Advisor to LinkedIn from April 2008 to December 2010; and Advisory Board member to USC Stevens Institute for Innovation from May 2007 to December 2010.

The selection of Mr. Samit to serve as Chief Executive Officer and Director was not pursuant to any arrangement or understanding with respect to any other person. In addition, there are no family relationships between Mr. Samit and any director or other executive officer of SeaChange and there are no related persons transactions between SeaChange and Mr. Samit reportable under Item 404(a) of Regulation S-K.

In connection with the appointment of Mr. Samit as Chief Executive Officer, the Compensation Committee and Board agreed to pay Mr. Samit an annual base salary of \$500,000 per year and to make a one-time equity award of 138,313 RSUs equivalent to \$1,000,000 (priced on the October 20, 2014 market close of \$7.23 per share, the date Mr. Samit commenced employment with SeaChange), to vest over four years (the "Initial RSU Award"), and 500,000 stock options (the "Initial Option Award") with an exercise price equal to SeaChange's closing stock price on October 20, 2014 of \$7.23 per share, to vest in approximately equal tranches based on SeaChange's stock price reaching \$10.00, \$12.00 and \$14.00 for twenty consecutive trading dates, but in any event no earlier than six months from October 20, 2014. Mr. Samit will receive a fiscal 2015 bonus of (i) a guaranteed cash bonus of \$125,000 and (ii) a fixed value RSU award equivalent to \$187,500 (priced on the January 31, 2015 market close), vesting on January 31, 2016. In addition, Mr. Samit will participate in SeaChange's fiscal 2016 compensation and bonus plan with a target bonus consisting of (i) \$500,000 payable in cash, (ii) a fixed value RSU award equivalent to \$375,000 (priced on the January 31, 2016 market close), vesting on January 31, 2017 and (iii) 53,571 RSUs, also vesting on January 31, 2017. Mr. Samit will also be eligible for a fiscal 2016 Long Term Equity Award ("LTI Award") of 150,000 RSUs, to vest on January 31, 2018, upon the achievement of certain long-term annual goals to be determined. In addition, Mr. Samit will receive up to \$4,000 per month towards temporary accommodations and expenses.

In addition, it was agreed that if the employment of Mr. Samit is terminated by SeaChange without cause (other than on account of death or disability) and Mr. Samit is not otherwise entitled to payment under his Change-in-Control Severance Agreement (the "Change-in-Control Agreement") (described below), Mr. Samit will be entitled to a one-time payment in an amount equal to (i) 18 months of Mr. Samit's base salary, (ii) an amount of Mr. Samit's annual bonus determined based on performance targets pro-rated to the date of termination and based on actual performance through the date of termination, (iii) the issuance of that amount of the LTI Award for which the performance criteria (other than service requirements) have been satisfied prior to the date of termination, (iv) vesting of the Initial RSU Award in an amount pro-rated for the period of service through date of termination, and (v) vesting of the Initial Option Award to the extent the price, but not the time-based criteria, has been satisfied.

In connection with assuming this position, Mr. Samit and SeaChange will enter into a Change-in-Control Agreement and an indemnification agreement (the "Indemnification Agreement"), effective October 20, 2014, the terms of which are substantially similar to those agreements previously entered into by SeaChange with its other senior executive officers and described in SeaChange's 2014 proxy statement. The form of Mr. Samit's Change-in-Control Agreement and Indemnification Agreement are filed as Exhibit 10.2 and Exhibit 10.3, respectively, attached hereto.

The Change-in-Control Agreement is designed to provide an incentive to Mr. Samit to remain with SeaChange leading up to and following a change in control.

Immediately prior to a change in control, all of Mr. Samit's unvested stock options and stock appreciation rights automatically vest and become immediately exercisable (other than the 500,000 options awarded to Mr. Samit concurrent with commencement of employment and that vest upon the achievement of stock price targets) and any and all restricted stock and RSUs then held by Mr. Samit shall fully vest and become immediately transferable free of restriction, other than those imposed by applicable law. In the event of a subsequent termination of Mr. Samit's employment for any reason, all of Mr. Samit's stock options become exercisable for the lesser of (i) the remaining applicable term of the particular stock option or (ii) three years from the date of termination. If within one year following a change in control the employment of Mr. Samit is terminated (i) by SeaChange other than for specified cause, death or disability, or (ii) by Mr. Samit for specified good reason, Mr. Samit shall be entitled to the following: (a) two times Mr. Samit's annual base salary plus one times Mr. Samit's annual bonus; (b) for a period of two years, continued health, life and disability benefits; (c) outplacement services for up to one year following termination; (d) up to \$5,000 of financial planning services; and (e) accrued vacation pay.

The foregoing summary of the Change-in-Control Agreement does not purport to be complete and is qualified in its entirety by reference to the Change-in-Control Agreement attached hereto as Exhibit 10.2.

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**Item 9.01. Financial Statements and Exhibits****(d) Exhibits**

The following Exhibits are attached to this report:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Separation Agreement and Release of Claims, dated as of October 20, 2014, by and between SeaChange International, Inc. and Raghu Rau
10.2	Change-in-Control Severance Agreement, dated as of October 20, 2014, by and between SeaChange International, Inc. and Jay Samit.
10.3	Indemnification Agreement, dated as of October 20, 2014, by and between SeaChange International, Inc. and Jay Samit.

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**SIGNATURE**

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

**SEACHANGE INTERNATIONAL, INC.**

By: /s/ Anthony C. Dias  
Anthony C. Dias,  
Chief Financial Officer, Senior Vice President Finance and  
Administration, and Treasurer

Dated: October 22, 2014

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**EXHIBIT INDEX**

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10.3	Indemnification Agreement, dated as of October 20, 2014, by and between SeaChange International, Inc. and Jay Samit.

**Execution Copy****SEPARATION AGREEMENT AND RELEASE OF CLAIMS**

This Separation Agreement and Release of Claims (this "Agreement") is entered into as of the date last written below by and between SeaChange International, Inc. (the "Company" or "SeaChange") and Raghavendra Rau ("Executive") (individually, a "Party," and collectively, the "Parties"). The Parties hereby agree as follows:

**1. Resignation from Employment; Benefits.** The Parties acknowledge and agree that Executive has resigned from employment with the Company, effective October 20, 2014 (the "Separation Date"). For a period of 1 year from the Separation Date (the "Consulting Services Term"), the Executive will provide Consulting Services as described in **Section 10** (Consulting Services and Cooperation).

Executive will be paid no later than the next regular payroll date that falls on or after the Separation Date for all base salary earned through the Separation Date, together with all accrued but unused paid vacation time as of the Separation Date. Following the Separation Date, Executive agrees that he is not entitled to any salary, bonus, equity or other compensation from SeaChange, except as expressly set forth herein.

For the period subsequent to the Separation Date, Executive may be eligible to elect continued group health and dental insurance coverage pursuant to the federal law known as COBRA. Notification of Executive's COBRA rights will be sent under separate cover. Effective on the Separation Date, Executive's entitlement to or participation in any and all other Company benefits, benefit plans, policies or programs shall cease, except as expressly set forth herein.

**2. Resignation from Other Positions; Transfer of Subsidiary Interests** Executive shall and hereby does resign from all officer, director and other positions with SeaChange and all of its subsidiaries (including but not limited to his positions as Chief Executive Officer and as a member of the Board of Directors of SeaChange) effective on the Separation Date. Executive hereby sells, transfers and assigns to the Company, for consideration of \$1.00 in the aggregate, any shares of capital stock or other equity interests of any of the Company's subsidiaries that may be owned by the Executive.

**3. Severance.** In consideration of Executive's execution and subject to Executive's non-revocation of this Agreement, the Company will:

- a. pay Executive a total of \$1,125,900 which includes \$1,100,000 in severance and \$25,900 in housing reimbursement, less applicable taxes and withholdings (the "Severance Pay"), to be paid in two equal payments of \$562,950 on November 1, 2014, and February 1, 2015, or, if earlier, upon the death of the Executive; and
- b. waive any continuing employment requirement applicable to the vesting of any unvested stock options and restricted stock units previously granted to Executive that are outstanding on the Separation Date, as set forth in **Section 4(b)** (Equity) below and the entirety of which are listed on **Exhibit A** hereto.

#### 4. Bonus; Equity.

a. Fiscal Year 2015 Bonus. Except for the payments and rights set forth in this Agreement, Executive acknowledges and agrees that he is not eligible for any other amounts, including, without limitation, bonus compensation for the fiscal year 2015.

b. Equity. The Parties acknowledge and agree that Executive's equity awards as of the Separation Date under the Company's Amended and Restated 2011 Equity Compensation and Incentive Plan (the "Equity Plan") are as set forth in Exhibit A hereto. Executive's stock options and restricted stock units shall continue to be governed by the terms and conditions set forth in the Equity Plan and the agreements evidencing such awards, which shall continue in full force and effect following execution of this Agreement, subject to the following modifications:

- (i) Executive currently has 76,529 unvested RSUs (the "Unvested RSUs"). All such Unvested RSUs will continue to vest following the Separation Date, until February 1, 2015 at which time all Unvested RSU's will be accelerated and fully vested.
- (ii) Executive currently has 6,250 unvested stock options (the "Unvested Stock Options"). All such Unvested Stock Options will continue to vest following the Separation Date, until February 1, 2015 at which time all Unvested Stock Options will be accelerated and fully vested.
- (iii) Executive shall have until and including January 19, 2016 to exercise any stock options listed on Exhibit A.

Consistent with the Company's Corporate Governance Guidelines, Executive shall not sell any Company stock for a period of ninety (90) days following the Separation Date.

**5. Section 409A Compliance.** It is the intention of the parties that this Agreement comply with and be interpreted in accordance with Section 409A of the Internal Revenue Code of 1986, as amended and the United States Department of Treasury regulations and other guidance issued thereunder (collectively, "Section 409A"). Each payment in a series of payments provided to the Executive pursuant to this Agreement will be deemed a separate payment for purposes of Section 409A. If any amount payable under this Agreement upon a termination of employment is determined by the Company to constitute nonqualified deferred compensation for purposes of Section 409A (after taking into account the short-term deferral exception and the involuntary separation pay exception of the regulations promulgated under Section 409A which are hereby incorporated by reference), such amount shall not be paid unless and until the Executive's termination of employment also constitutes a "separation from service" from the Company for purposes of Section 409A. In the event that the Executive is determined by the Company to be a "specified employee" for purposes of Section 409A at the time of his separation from service with the Company, any payments of nonqualified deferred compensation (after giving effect to any exemptions available under Section 409A) otherwise payable to the Executive during the first six (6) months following his separation from service shall be delayed



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and paid in a lump sum upon the earlier of (x) the Executive's date of death, or (y) the first day of the seventh month following the Executive's separation from service, and the balance of the installments (if any) will be payable in accordance with their original schedule.

**6. Release of Claims.** Executive, on behalf of himself and his spouse, heirs, children, successors, current and former agents, representatives, executors, beneficiaries, administrators, trustees, attorneys and assigns, voluntarily releases and discharges SeaChange International, Inc. and each of its predecessors, successors, subsidiaries, investors and current and former assigns, agents, officers, partners, members, directors, shareholders, employees, consultants, representatives, insurers, attorneys, affiliates, and any other related entities; and all persons acting by, through, under, or in concert with any of them (any and all of which are referred to as "Releasees"), from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, causes of action, damages, losses, expenses, and debts of any nature whatsoever, known or unknown ("Claims"), which Executive has, claims to have, ever had, or ever claimed to have had against Releasees through the date last written below. This general release of Claims includes, without implication of limitation, all Claims relating to Executive's employment and separation from employment with SeaChange; all Claims relating to Executive's positions and duties with SeaChange; all Claims relating to Executive's equity and other rights as to SeaChange; all Claims of discrimination, harassment and retaliation prohibited by any federal, state, or local statute, regulation, or ordinance, including without implication of limitation, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans With Disabilities Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act and any similar applicable state laws; and all other statutory or common law Claims. Executive also waives any Claim for reinstatement, attorneys' fees, interest, or costs, and all Claims for wages, bonuses, severance, equity or other compensation, *provided that* this Release shall not be construed to impair (i) any rights pursuant to any qualified retirement or welfare benefit plan maintained by the Company, (ii) any rights to be indemnified by the Company pursuant to the Company's articles of incorporation or bylaws, applicable law, or rights under any Company D & O policy, or (iii) Executive's rights under this Agreement. Additionally, nothing in this Agreement shall be interpreted to prohibit Executive from filing an age discrimination claim with any anti-discrimination agency, or from participating in an age discrimination investigation or proceeding conducted by any such agency. However, by signing this Agreement, Executive acknowledges that he is waiving any and all rights to money damages and any other relief that might otherwise be available should he or any other entity pursue claims against the Releasees.

**7. Non-Filing of Complaint or Charges** Executive represents that he has not filed any complaint or charge against any of the Releasees with any local, state or federal agency or court, or assigned any of the Claims released in **Section 6** (Releases of Claims) to any third party.

**8. Affirmation of Existing Agreement** Regardless of whether Executive signs this Agreement, the Employee Noncompetition, Nondisclosure and Developments Agreement with the Company (the "Existing Agreement"), a copy of which is attached hereto as **Exhibit B**, shall remain in full force and effect following the Separation Date. Executive represents and acknowledges that Executive has at all times complied with the Existing Agreement, and will continue to do so following the Separation Date.

**9. Return of Information and Property.** Executive represents and warrants that he has either returned or will return to Laura Watson, Vice President of HR, on or before the Separation Date any and all Company property and documents; *provided that* (a) Executive shall be permitted to retain his current cell phone number, although all Company-paid services relating to his cell phone and the devices listed in **Section 9(b)** shall cease on the Separation Date; and (b) the Company shall return to Executive his current iPhone, iPad, and Macbook laptop once the Company has removed all Company information and data from such devices. Executive further agrees that on and after the Separation Date, he will not for any purpose attempt to access or use any SeaChange computer or computer network or system, including its servers and electronic mail system. Executive also represents that he has left intact all of the Company's electronic files, including those that he developed or helped develop during his employment with the Company.

**10. Consulting Services and Cooperation.** In consideration of the extension of the right to exercise Executive's Stock Options described in **Section 4(b)(iii)** above, Executive agrees that upon request by SeaChange, during the Consulting Services Term, Executive shall provide, at mutually agreeable times and in reasonable amounts, assistance to and cooperation with SeaChange in order to ensure a smooth transition of his duties and responsibilities. In addition, Executive agreed to make himself available as reasonably requested by the Company, to provide such services and duties as the Company reasonably requests, including, without limitation, providing training, advice and assistance to the Company and the new Chief Executive Officer.

During the Consulting Services Term and at all times thereafter, Executive agrees to cooperate fully with SeaChange in the defense or prosecution of any threatened or actual claims or actions which may be brought by, against or on behalf of SeaChange or its predecessors, subsidiaries, affiliates or any of their current or former partners, investors, agents, employees, officers, or directors and which relate to events or occurrences that transpired or are alleged to have transpired during his employment or affiliation with SeaChange. Such cooperation shall include, without implication of limitation, being available to meet at mutually agreeable times with the Company's counsel to prepare for discovery or trial and to testify truthfully as a witness when reasonably requested by SeaChange.

SeaChange shall reimburse Executive for reasonable documented out-of-pocket expenses incurred by Executive in connection with fulfilling services requested by SeaChange pursuant to this **Section 10**.

**11. Non-Disparagement.** Executive agrees not to make any statement, written or oral, which disparages SeaChange or any of its services, subsidiaries, affiliates, shareholders, investors, partners, members, directors, officers, employees, or agents. Executive further agrees not to make any statement or take any action which has the intended or foreseeable effect of harming SeaChange. For its part, the Company agrees that (i) neither its current Officers nor its current Board members shall make any statement, written or oral, which disparages Executive; and (ii) the Company shall not include any written statements that disparage the Executive in any official public Company announcement.

Nothing in this **Section 11** herein shall prohibit either Party from providing truthful testimony in any legal proceeding, communicating with any governmental agency or representative, or from making any truthful disclosure required by law; provided, however, that in the event of such a disclosure, each Party agrees to provide advance written notice to the non-disclosing Party of his/its intent to make such disclosures and provided that best efforts will be used by the Parties to ensure that this **Section 11** is complied with to the maximum extent possible. Moreover, nothing herein shall prevent Executive from participating in any proceeding before any federal or state administrative agency to the fullest extent permitted by applicable law, provided that he will be prohibited to the fullest extent authorized by law from obtaining monetary damages and any other relief in any agency proceeding in which he does so participate.

**12. Accord and Satisfaction.** It is expressly agreed that the payments and benefits set forth in this Agreement, together with all other payments and benefits previously provided to Executive by SeaChange, are complete payment, settlement, satisfaction and accord with respect to all obligations and liabilities of the Releasees to Executive, including but not limited any obligations of SeaChange to Executive pursuant to both (x) the offer letter, dated as of April 30, 2012, by and between SeaChange and Executive and (y) that certain Change-in-Control Severance Agreement, dated as of April 30, 2012, by and between the Company and Executive, each of which shall be and hereby are terminated and of no further force or effect.

**13. Further Assurances.** The Parties agree to execute, acknowledge (if necessary), and deliver such documents, certificates or other instruments and take such other actions as may be reasonably required from time to time to carry out the intents and purposes of this Agreement.

**14. Remedy for Breach.** Executive understands and agrees that SeaChange may terminate Executive's rights pursuant to this Agreement if Executive violates this Agreement (including compliance with the Existing Agreement). If Executive breaches the provisions of the Existing Agreement and does not cure such breach within ten (10) days written notice thereof by SeaChange, SeaChange shall have the right to recover from Executive any Severance Pay paid to Executive or on Executive's behalf during any time periods following the commencement of any such breach. If Executive breaches his obligation to provide consulting services pursuant to **Section 10** (Consulting Services and Cooperation) and does not cure such breach within ten (10) days written notice thereof by SeaChange, SeaChange shall have the right to terminate the rights granted to Executive pursuant to **Section 4(b)(iii)**. The Parties further agree that a breach of **Sections 7** (Non-Filing of Complaint or Charges), **8** (Affirmation of Existing Agreement), **9** (Return of Information and Property), **10** (Consulting Services and Cooperation) and/or **11** (Non-Disparagement) herein would result in irreparable harm to the non-breaching Party, that money damages would not provide an adequate remedy, and, therefore, that in addition to any other rights that the non-breaching Parties may have, the non-breaching Party shall have the right to specific performance and injunctive relief, without the necessity of posting a bond, in the event of a breach any of those Sections of this Agreement. In addition, in the event of any violation of those Sections of this Agreement, the non-breaching Party shall be entitled to recover its attorneys fees and costs incurred in connection with any efforts to enforce its rights under this Agreement.

**15. Voluntary Waiver and Acknowledgement** Executive acknowledges that he has had the opportunity to consult with the attorney of his choice in connection with executing this

Agreement, and that he has been given the opportunity, if so desired, to consider this Release for twenty-one (21) days before executing it. If Executive does not sign this Agreement and return it to Anthony Dias, Chief Financial Officer, at the Company's principal business address so that it is received within twenty-one (21) days of the Separation Date, it will not be valid. In the event that Executive executes this Release within less than 21 days, he acknowledges that such decision was entirely voluntary and that he had the opportunity to consider this Release for the entire 21-day period. Any change to this Agreement, whether material or otherwise, will not re-start this 21-day period.

The Parties acknowledge that, for a period of seven (7) days from the date that Executive signs this Agreement (the "Revocation Period"), he will retain the right to revoke this Agreement by written notice to Anthony Dias, Chief Financial Officer, at the Company's principal business address, received before the end of the Revocation Period, and that this Agreement will not become effective or enforceable until the expiration of the Revocation Period.

Executive agrees that he has carefully read and understands all of the provisions of this Agreement, and that he is voluntarily entering into this Agreement. Executive further represents and acknowledges that in executing this Agreement, he is not relying and has not relied upon any representation or statement made by any of the Releasees with regard to the subject matter, basis or effect of this Agreement.

**16. Entire Agreement.** With the exception of the Equity Plan, the agreements evidencing the equity awards listed on Exhibit A, and the Corporate Governance Guidelines and the Existing Agreement, all of which shall survive in full force and effect except as expressly amended herein, this Agreement constitutes the entire understanding and agreement of the Parties regarding the matters set forth herein and supersedes any prior communications, agreements and understandings, written or oral, with respect to the matters set forth herein.

**17. Other Terms.** This Agreement may be modified only by a written agreement signed by Executive and an authorized officer of SeaChange. The waiver by any party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts without regard for the conflict of laws principles thereof. Any proceeding arising out of or relating to this Agreement shall be brought solely in the federal or state courts located in Suffolk County, Massachusetts. This provision may be filed with any court as written evidence of the knowing and voluntary irrevocable agreement between the parties to waive any objections to jurisdiction, to venue or to convenience of forum. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE MATTERS CONTEMPLATED HEREBY OR THEREBY. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its

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fair meaning, and not strictly for or against any of the Parties. This Agreement is not, and shall not be construed to be, an admission of any violation of any federal, state or local statute or regulation, or of any duty owed by Executive or any of the Releasees. If any provision of this Agreement is deemed invalid, the remaining provisions shall not be affected and shall be enforced to the maximum extent permitted by law. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assigns, except that Executive's obligations herein are personal and may not be assigned.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last written below.

/s/ Raghavendra Rau  
Raghavendra Rau

October 21, 2014  
DATE

SEACHANGE INTERNATIONAL, INC.

By /s/ Thomas F. Olson  
Name: Thomas F. Olson  
Title: Chairman of the Board

October 21, 2014  
DATE

**Exhibit A**  
Equity Awards

**Restricted Stock Unit Awards**

<u>Grant Date</u>	<u>Shares Granted</u>	<u>Vested</u>	<u>Unvested</u>	<u>Unvested Vesting Dates</u>
7/15/2010	18,000	18,000	0	
12/6/2010	12,000	12,000	0	
12/1/2011	5,796	5,796	0	
1/3/2012	5,796	5,796	0	
1/18/2012	25,000	16,664	8,336	11/30/2014
2/1/2012	5,796	5,796	0	
3/1/2012	5,796	5,796	0	
4/2/2012	5,796	5,796	0	
4/30/2012	60,827	40,552	20,275	5/1/2015
2/1/2013	32,960	10,985	21,975	2/1/2015, 2/1/2016
4/21/2014	25,943	0	25,943	1/31/2015

**Stock Options**

<u>Grant Date</u>	<u>Shares Granted</u>	<u>Price</u>	<u>Vested</u>	<u>Unvested</u>	<u>Unvested Vesting Dates</u>
1/18/2012	150,000	\$6.74	143,172*	6,250	11/30/2014
4/30/2012	875,000	\$8.22	875,000	0	

\* 578 options were cancelled.

**Exhibit B**

**EMPLOYEE NONCOMPETITION, NONDISCLOSURE AND DEVELOPMENTS AGREEMENT**

In consideration and as a condition of my employment or continued employment by SeaChange International, Inc. (the "Company"), I hereby agree with the Company as follows:

1. During the period of my employment by the Company (the "Employment Period"), I will devote my full time and best efforts to the business of the Company. Further, during the period of my employment by the Company and for one year thereafter, I agree that I will not, directly or indirectly, alone or as a partner, officer, director, employee or stockholder of any entity, (a) engage in any business activity which is in competition with the products or services being developed, manufactured or sold by the Company or (b) solicit, interfere with or endeavor to entice away any employee of the Company. The period following the termination of my employment during which these restrictions apply (the "Post employment Period") shall be extended by the length of any period of time during the Post-employment Period during which I am in violation of this paragraph.

2. I will not at any time, whether during or after the Employment Period, reveal to any person or entity any of the trade secrets or confidential information concerning the organization, business or finances of the Company or of any third party which the Company is under an obligation to keep confidential (including but not limited to trade secrets or confidential information respecting inventions, products, designs, methods, know-how, techniques, systems, processes, software programs, works of authorship, customer lists, projects, plans and proposals), except as may be required in the ordinary course of performing my duties as an employee of the Company, and I shall keep secret all matters entrusted to me and shall not use or attempt to use any such information in any manner which may injure or cause loss or may be calculated to injure or cause loss, whether directly or indirectly, to the Company. Further, I agree that during and after the Employment Period I shall not make, use or permit to be used any notes, memoranda, reports, lists, records, drawings, sketches, specifications, software programs, data, documentation or other materials of any nature relating to any matter within the scope of the business of the Company or concerning any of its dealings or affairs otherwise than for the benefit of the Company, it being agreed that all of the foregoing shall be and remain the sole and exclusive property of the Company, and that immediately upon the termination of my employment I shall deliver all of the foregoing, and all copies thereof, to the Company, at its main office.

3. If at any time or times during my employment, I shall (either alone or with others) make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or intellectual property right whatsoever or any interest therein (whether or not patentable or registerable under copyright, trademark or similar statutes or subject to analogous protection) (herein called "Developments") that (i) relates to the business of the Company or any customer of or supplier to the Company or any of the products or services being developed, manufactured or sold by the Company or which may be used in relation therewith, (ii) results from tasks assigned me by the Company or (iii) results from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company, then:

(a) such Developments and the benefits thereof are and shall immediately become the sole and absolute property of the Company and its assigns, as works made for hire or otherwise;

(b) I shall promptly disclose to the Company (or any persons designated by it) each such Development



(c) as may be necessary to ensure the Company's ownership of such Developments, I hereby assign any rights (including, but not limited to, any copyrights and trademarks) I may have or acquire in the Developments and benefits and/or rights resulting therefrom to the Company and its assigns without further compensation; and

(d) I shall communicate, without cost or delay, and without disclosing to others the same, all available information relating thereto (with all necessary plans and models) to the Company.

4. I will, during and after the Employment Period, at the request and cost of the Company, promptly sign, execute, make and do all such deeds, documents, acts and things as the Company and its duly authorized agents may reasonably require:

(a) to apply for, obtain, register and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights, trademarks or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and

(b) to defend any judicial, opposition or other proceedings in respect of such applications and any judicial, opposition or other proceedings or petitions or applications for revocation of such letters patent, copyright, trademark or other analogous protection.

In the event the Company is unable, after reasonable effort, to secure my signature on any application for letters patent, copyright or trademark registration or other documents regarding any legal protection relating to a Development, whether because of my physical or mental incapacity or for any other reason whatsoever, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf and stead to execute and file any such application or applications or other documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or trademark registrations or any other legal protection thereon with the same legal force and effect as if executed by me.

5. I agree that any breach of this Agreement by me will cause irreparable damage to the Company and that in the event of such breach the Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of my obligations hereunder. I further agree and acknowledge that the postemployment non-competition provision set forth in Paragraph 1 hereof, and the remedies set forth in this paragraph, are necessary and reasonable to protect the business of the Company.

6. I understand that this Agreement does not create an obligation on the Company or any other person or entity to continue my employment.

7. No claim of mine against the Company shall serve as a defense against the Company's enforcement of any provision of this Agreement.

8. I represent that the Developments identified in the pages, if any, attached hereto as Exhibit A comprise all the unpatented and unregistered copyrightable Developments which I have made, conceived or created prior to the Employment Period, which Developments are excluded from this Agreement. I understand that it is only necessary to list the title and purpose of such Developments but not details thereof.

9. I further represent that my performance of all of the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement, either written or oral, in conflict with the terms of this Agreement.

10. Any waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof.

11. I hereby agree that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein. Moreover, if one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable at law, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear.

12. My obligations under this Agreement shall survive the termination of my employment regardless of the manner of such termination and shall be binding upon my heirs, executors, administrators and legal representatives.

13. The term "Company" shall include SeaChange International, Inc. and any of its subsidiaries, subdivisions or affiliates. The Company shall have the right to assign this Agreement to Its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns.

14. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts. Any claims or legal actions by one party against the other arising out of the relationship between the parties contemplated herein (whether or not arising under this Agreement) shall be governed by the laws of the Commonwealth of Massachusetts and shall be commenced and maintained in any state or federal court located in Boston, Massachusetts, and both parties hereby submit to the jurisdiction and venue of any such court.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of \_\_\_\_\_, 2012.

Signature

A handwritten signature in black ink, appearing to read "Ragunathan", written over a horizontal line.

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EXHIBIT A

Prior Developments

## CHANGE-IN-CONTROL SEVERANCE AGREEMENT

THIS AGREEMENT, dated as of October 20, 2014, by and between SeaChange International, Inc., with its principal place of business at 50 Nagog Park, Acton, MA 01720 (the "Company"), and Jay Samit (the "Executive").

WHEREAS, the Company considers it essential to the best interests of its stockholders to foster the continuous employment of key management personnel, and recognizes that, as is the case with many publicly held corporations, the possibility of a change in control may exist and that such possibility, and the uncertainty and questions which it may raise among management, may result in the distraction or departure of management personnel to the detriment of the Company and its stockholders; and

WHEREAS, the Board of Directors of the Company has determined that appropriate steps should be taken to reinforce and encourage the Executive's continued attention and dedication to the Executive's assigned duties without distraction in the face of potentially disturbing circumstances arising from the possibility of a change in control of the Company, although no such change is presently known to be contemplated.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1  
DEFINITIONS

Except as may otherwise be specified or as the context may otherwise require, the following terms shall have the respective meanings set forth below whenever used herein:

"Annual Bonus" shall mean:

(i) for a Covered Termination occurring during the Company's fiscal year ended January 31, 2015, the annual bonus shall be \$125,000 and a fixed value RSU award equivalent to \$187,500 (priced as of the date of the Covered Termination); or

(ii) for a Covered Termination occurring during the Company's fiscal year ended January 31, 2016, either (A) the annual bonus, if any, for which the Executive is eligible with respect to such fiscal year, with the amount payable pursuant to Section 2.2(a) in respect thereof to be determined as follows: (I) the target bonus shall be pro rated for the period of time elapsed in the Company's fiscal year prior to the occurrence of the Covered Termination; and (II) the actual bonus relative to such adjusted target bonus shall be determined based on the Company's actual performance to date in such fiscal year against the Company's applicable year to date performance targets, or, if greater, (B) the annual bonus paid to the Executive for the Company's fiscal year ended January 31, 2015; or

(iii) for a Covered Termination occurring following January 31, 2016, the annual bonus paid to the Executive for the Company's fiscal year immediately prior to the fiscal year in which the Covered Termination occurs, or, if greater, the fiscal year immediately preceding such prior fiscal year.

"Base Salary" shall mean the annual base rate of regular compensation of the Executive immediately before a Covered Termination, or if greater, the highest annual such rate at any time during the 12-month period immediately preceding the Covered Termination.

"Board" shall mean the Board of Directors of the Company.

"Cause" shall mean (i) the Executive's engaging in willful and repeated gross negligence or gross misconduct, (ii) the Executive's breaching of a material fiduciary duty to the Employer, or (iii) the Executive's being convicted of a felony, in either case, to the demonstrable and material injury to the Employer. For purposes hereof, no act, or failure to act, on the Executive's part, shall be deemed "willful" unless done, or omitted to be done, by the Executive not in good faith and without reasonable belief that any act or omission was in the best interest of the Employer.

"Change in Control" shall mean the first to occur, after the date hereof, of any of the following:

(i) the members of the Board at the beginning of any consecutive 12-calendar-month period (the "Incumbent Directors") cease for any reason other than due to death to constitute at least a majority of the members of the Board; provided that any director whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the members of the Board then still in office who were members of the Board at the beginning of such 12-calendar-month period, shall be deemed to be an Incumbent Director;

(ii) any consolidation or merger of the Company where the stockholders of the Company, immediately prior to the consolidation or merger, would not, immediately after the consolidation or merger, beneficially own (as such term is defined in Rule 13d-3 under the Securities Exchange Act), directly or indirectly, shares of Stock representing in the aggregate 50% or more of the combined voting power of the securities of the corporation issuing cash or securities in the consolidation or merger (or of its ultimate parent corporation, if any);

(iii) there shall occur (A) any sale, lease, exchange or other transfer (in one transaction or a series of transactions contemplated or arranged by any party as a single plan) of all or substantially all of the assets of the Company, other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, at least 50% of the combined voting power of the voting securities of which are owned by Persons in substantially the same proportion as their ownership of the Company immediately prior to such sale or (B) the approval by stockholders of the Company of any plan or proposal for the liquidation or dissolution of the Company; or

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(iv) Any corporation or other legal person, pursuant to a tender offer, exchange offer, purchase of stock (whether in a market transaction or otherwise) or other transaction or event acquires securities representing 40% or more of the combined voting power of the voting securities of the Company, or there is a report filed on Schedule 13D or Schedule 14D-1 (or any successor schedule, form or report), each as promulgated pursuant to the U.S. Securities Exchange Act, disclosing that any "person" (as such term is used in Section 13(d)(3) or Section 14(d)(2) of the Securities Exchange Act) has become the "beneficial owner" (as such term is used in Rule 13d-3 under the Securities Exchange Act) of securities representing 40% or more of the combined voting power of the voting securities of the Company.

Notwithstanding the foregoing, none of the foregoing event(s) shall constitute a Change in Control unless such event(s) constitute a "change in the ownership or effective control" or a change "in the ownership of a substantial portion of the assets," in each case within the meaning of Section 409A(a)(2)(A)(v) of the Code and any regulations and other guidance in effect from time-to-time thereunder including, without limitation, Notice 2005-1.

Upon the occurrence of a Change in Control as provided above, no subsequent event or condition shall constitute a Change in Control for purposes of this Agreement, with the result that there can be no more than one Change in Control hereunder.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Company" shall mean, subject to Section 4.1(a), SeaChange International, Inc., a Delaware corporation.

"Covered Termination" shall mean if, within the one-year period immediately following a Change in Control, the Executive (i) is terminated by the Employer without Cause (other than on account of death or Disability), or (ii) terminates the Executive's employment with the Employer for Good Reason. The Executive shall not be deemed to have terminated for purposes of this Agreement merely because he or she ceases to be employed by the Employer and becomes employed by a new employer involved in the Change in Control; provided that such new employer shall be bound by this Agreement as if it were the Employer hereunder with respect to the Executive. It is expressly understood that no Covered Termination shall be deemed to have occurred merely because, upon the occurrence of a Change in Control, the Executive ceases to be employed by the Employer and does not become employed by a successor to the Employer after the Change in Control if the successor makes an offer to employ the Executive on terms and conditions which, if imposed by the Employer, would not give the Executive a basis on which to terminate employment for Good Reason.

"Date of Termination" shall mean the date on which a Covered Termination occurs.

“Disability” shall mean the occurrence after a Change in Control of the incapacity of the Executive due to physical or mental illness, whereby the Executive shall have been absent from the full-time performance of the Executive’s duties with the Employer for six consecutive months or, in any one year period, for an aggregate of six months.

“Employer” shall mean the Company (if and for so long as the Executive is employed thereby) and each Subsidiary which may now or hereafter employ the Executive or, where the context so requires, the Company and such Subsidiaries collectively. A subsidiary which ceases to be, directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with the Company prior to a Change in Control (other than in connection with and as an integral part of a series of transactions resulting in a Change in Control) shall, automatically and without any further action, cease to be (or be part of) the Employer for purposes hereof.

“Good Reason” shall mean, without the express written consent of the Executive, the occurrence after a Change in Control of any of the following circumstances, unless such circumstances are fully corrected prior to the Date of Termination specified in the Notice of Termination given in respect thereof:

- (i) the material reduction of the Executive’s title, or the reduction of the Executive’s authority, duties or responsibilities, or the assignment to the Executive of any duties inconsistent with Executive’s position, authority, duties or responsibilities from those in effect immediately prior to the Change in Control;
- (ii) a reduction in the Executive’s Base Salary as in effect immediately before the Change in Control;
- (iii) a material reduction in the Executive’s aggregate compensation opportunity, comprised only of the Executive’s (A) Base Salary, and (B) bonus opportunity (taking into account, without limitation, any target, minimum and maximum amounts payable and the attainability and otherwise the reasonableness of any performance hurdles, goals and other measures), if any;
- (iv) the Company’s requiring the Executive to be based at any office or location more than 75 miles from that location at which the Executive performed Executive’s services immediately prior to the occurrence of a Change in Control, except for travel reasonably required in the performance of the Executive’s responsibilities;
- (v) the failure of the Company to obtain a reasonable agreement from any successor to assume and agree to perform this Agreement, as contemplated in Section 4.1(a);
- (vi) the failure of the Company to pay the Executive any amounts due hereunder; or
- (vii) any other material breach by the Company of this Agreement.

“Notice of Termination” shall mean a notice given by the Employer or Executive, as applicable, which shall indicate the date of termination and the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive’s employment under the provisions so indicated.

“Person” shall have the meaning ascribed thereto by Section 3(a)(9) of the Securities Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof (except that such term shall not include (i) the Company or any of its Subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Subsidiaries, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, (iv) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportion as their ownership of stock of the Company, or (v) such Executive or any “group” (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act) which includes the Executive).

“Securities Exchange Act” shall mean the Securities Exchange Act of 1934, as amended.

“Stock” shall mean the common stock, \$.01 par value, of the Company

“Subsidiary” shall mean any entity, directly or indirectly, through one or more intermediaries, controlled by the Company.

## Section 2 BENEFITS

2.1 If a Change in Control occurs, then:

(a) (i) any and all outstanding unvested stock options and stock appreciation rights (except for your initial 500,000 option stock option grant that has vesting provisions based on the achievement of market price targets that shall only vest to the extent such targets have been achieved as of the Date of Termination) held by the Executive shall immediately prior to the Change in Control automatically vest and become immediately exercisable in accordance with their terms, and (ii) notwithstanding anything to the contrary contained in clause (i), upon a termination of employment (regardless of the party initiating the termination, for any reason or no reason), all stock options and stock appreciation rights held by the Executive shall be exercisable for the lesser of (A) the remainder of the generally applicable term of the stock options or stock appreciation rights, which is measured from the date of grant thereof, and (B) three years from the date of such termination; provided that nothing in this Section 2.1(a) shall reduce or otherwise adversely affect the rights under such stock options and stock appreciation rights that the Executive would have without regard to this Section 2.1(a); and

(b) any and all restricted stock and restricted stock rights then held by the Executive shall immediately prior to the Change in Control fully vest and become immediately transferable free of restrictions, other than restrictions imposed by applicable law.



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2.2 If a Covered Termination occurs, then (subject to the provisions of Section 2.3(b)) the Executive shall be entitled hereunder to the following:

(a) the Company shall pay to the Executive an amount equal to the sum of (i) two times the Executive's Base Salary and (ii) the Executive's Annual Bonus;

(b) for a period of two years after such termination, the Employer shall arrange to make available to the Executive medical, dental, group life and disability benefits that are at least at a level (and cost to the Executive) that is substantially similar in the aggregate to the level of such benefits which was available to the Executive immediately prior to the Change in Control; provided that (i) the Employer shall be required to provide group life and disability benefits only to the extent it is able to do so on reasonable terms and at a reasonable cost, (ii) the Employer shall not be required to provide benefits under this Section 2.2(b) upon and after the Change in Control which are in excess of those provided to a significant number of executives of similar status who are employed by the Employer from time to time upon and after the Change in Control, and (iii) no type of benefit otherwise to be made available to the Executive pursuant to this Section 2.2(b) shall be required to be made available to the extent that such type of benefit is made available to the Executive by any subsequent employer of the Executive;

(c) the Employer shall provide the Executive with outplacement service through a bona fide outplacement organization reasonably acceptable to the Executive that agrees to supply the Executive with outplacement counseling, a private office and administrative support including telephone service until the earlier of one year from the Date of Termination or until such time that Executive secures employment;

(d) the Company shall pay for the Executive to receive financial planning services for which the Company pays not more than \$5,000; and

(e) the Company shall provide the Executive with a payment for any accrued but unused vacation.

2.3 (a) The payments provided for in Section 2.2 shall (except as otherwise expressly provided therein or as provided in Section 2.3(b) or Section 2.4(b), or as otherwise expressly provided hereunder) be made on the business day coinciding with or next following the 30<sup>th</sup> day following the Date of Termination (the "Payment Date").

Notwithstanding any other provision of this Agreement, if the Executive is a "specified employee" as defined in Section 409A of the Code, any payment under this Agreement that would constitute deferred compensation for purposes of Section 409A of the Code that is payable on account of the Executive's separation from service shall be made in accordance with Section 2.4(b) hereof.

(b) Notwithstanding any other provision of this Agreement to the contrary, no payment or benefit otherwise provided for under or by virtue of the foregoing provisions of this Agreement shall be paid or otherwise made available unless, on or before the Payment Date, the

Executive has executed and not revoked a valid, binding and irrevocable general release of claims in favor of the Employer, in form and substance reasonably acceptable to the Employer. The failure by the Executive to timely deliver (and not revoke) a valid and binding release shall result in the forfeiture of all payments and benefits under this Agreement.

2.4 The Company and the Executive acknowledge and agree that the provisions for payments and benefits or reimbursements in Sections 2.2 and 3.1 of this Agreement (the "Deferred Compensation") may constitute a "nonqualified deferred compensation plan" that is subject to Section 409A. The Company and the Executive intend to administer the Deferred Compensation in a manner that at all times is either exempt from or complies in form and operation with the applicable limitations and standards of Section 409A. Therefore, notwithstanding anything else contained herein, the following limitations are expressly imposed with respect to the Deferred Compensation.

(a) The Executive's entitlement to receive or begin receiving payment of the Deferred Compensation is conditioned upon the Executive's separation from service. For this purpose, the Executive shall have separated from service if and only if his level of services to the Company and its affiliates decreases and is expected to remain at a level equal to twenty percent (20%) or less of the average level of services performed by the Executive during the immediately preceding 36-month period.

(b) If the Executive is a "specified employee" as defined in Section 409A with respect to the Company upon his separation from service, then any payment required hereunder, to the extent such payment would constitute deferred compensation for purposes of Section 409A that is payable on account of the Executive's separation from service, shall be deferred and shall not be paid to the Executive until the date that is the later of (1) the date such payment is due under the terms of this Agreement, or (2) 6 months and 1 day following the date of the Executive's separation from service.

(c) It is intended that each installment, if any of the payments and benefits constituting Deferred Compensation shall be treated as a separate "payment" for purposes of Section 409A. Neither the Company nor the Executive shall have the right to accelerate or defer the delivery of any such payments or benefits except to the extent specifically permitted or required by Section 409A.

(d) All reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A to the extent that such reimbursements or in-kind benefits are subject to Section 409A. All expenses or other reimbursements that are taxable income to the Executive shall in no event be paid later than the last day of the second taxable year following the taxable year in which the Executive separated from service. With regard to any provision herein for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A, the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year, provided that the foregoing clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Internal Revenue Code

solely because such expenses are subject to a limit related to the period the arrangement is in effect and such payments shall be made on or before the last day of the Executive's taxable year following the taxable year in which the expense was incurred.

Section 3  
PARACHUTE TAX PROVISIONS

3.1 If all, or any portion, of the payments and benefits provided under this Agreement, if any, either alone or together with other payments and benefits which the Executive receives or is entitled to receive from the Company or its affiliates, (the "Total Payments") would constitute an excess "parachute payment" within the meaning of Section 280G of the Code (whether or not under an existing plan, arrangement or other agreement) and would result in the imposition on the Executive of an excise tax under Section 4999 of the Code (the "Excise Tax"), then the Executive shall be paid or provided, as the case may be, the Total Payments unless the after-tax amount that would be retained by the Executive (after taking into account any and all applicable federal, state and local excise, income or other taxes payable by the Executive, including the Excise Tax) is less than the after-tax amount that would be retained by the Executive (after taking into account any and all applicable federal, state and local excise, income or other taxes payable by the Executive, including the Excise Tax) if the Executive were instead to be paid or provided, as the case may be, the maximum amount of the Total Payments that the Executive could receive without being subject to the Excise Tax (the "Reduced Payments"), in which case the Executive shall be entitled only to the Reduced Payments.

3.2 Except as may otherwise be agreed to by the Company and the Executive, the amount or amounts (if any) payable under this Section 3 shall be determined, at the sole cost of the Company, by the Company's independent auditors (who served in such capacity immediately prior to the Change in Control), whose determination or determinations shall be final and binding on all parties. The Executive hereby agrees to utilize such determination or determinations, as applicable, in filing all of the Executive's tax returns with respect to the excise tax imposed by Section 4999 of the Code. If such independent auditors refuse to make the required determinations, then such determinations shall be made by a comparable independent accounting firm of national reputation reasonably selected by the Company. Notwithstanding any other provision of this Agreement, the Executive hereby agrees to be bound by and comply with the provisions of this Section 3.2.

Section 4  
MISCELLANEOUS

4.1 (a) The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company expressly to assume and agree to perform under the terms of this Agreement in the same manner and to the same extent that the Company and its affiliates would be required to perform it if no such succession had taken place (provided that such a requirement to perform which arises by operation of law shall be deemed to satisfy the requirements for such an express assumption and agreement), and in such event the Company (as constituted prior to such succession) shall have no further obligation under or with respect to this Agreement. Failure of

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the Company to obtain such assumption and agreement with respect to the Executive prior to the effectiveness of any such succession shall be a breach of the terms of this Agreement with respect to the Executive and shall entitle the Executive to compensation from the Employer (as constituted prior to such succession) in the same amount and on the same terms as the Executive would be entitled to hereunder were the Executive's employment terminated for Good Reason following a Change in Control, except that for purposes of implementing the foregoing, the date on which any such succession becomes effective shall be deemed the Date of Termination. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business or assets as aforesaid which assumes and agrees (or is otherwise required) to perform this Agreement. Nothing in this Section 4.1(a) shall be deemed to cause any event or condition which would otherwise constitute a Change in Control not to constitute a Change in Control.

(b) Notwithstanding Section 4.1(a), the Company shall remain liable to the Executive upon a Covered Termination after a Change in Control if the Executive is not offered continuing employment by a successor to the Employer on a basis which would not constitute a termination for Good Reason.

(c) This Agreement, and the Executive's and the Company's rights and obligations hereunder, may not be assigned by the Executive or, except as provided in Section 4.1(a), the Company, respectively; any purported assignment by the Executive or the Company in violation hereof shall be null and void.

(d) The terms of this Agreement shall inure to the benefit of and be enforceable by the personal or legal representatives, executors, administrators, permitted successors, heirs, distributees, devisees and legatees of the Executive. If the Executive shall die while an amount would still be payable to the Executive hereunder if they had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's devisee, legatee or other designee or, if there is no such designee, the Executive's estate.

4.2 Except as expressly provided in Section 2.2, the Executive shall not be required to mitigate damages or the amount of any payment or benefit provided for under this Agreement by seeking other employment or otherwise, nor will any payments or benefits hereunder be subject to offset in the event the Executive does mitigate.

4.3 The Employer shall pay all reasonable legal fees and expenses incurred in a legal proceeding by the Executive in seeking to obtain or enforce any right or benefit provided by this Agreement. Such payments are to be made within twenty days after the Executive's request for payment accompanied with such evidence of fees and expenses incurred as the Employer reasonably may require; provided that if the Executive institutes a proceeding and the judge or other decision-maker presiding over the proceeding affirmatively finds that the Executive has failed to prevail substantially, the Executive shall pay Executive's own costs and expenses (and, if applicable, return any amounts theretofore paid on the Executive's behalf under this Section 4.3).

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4.4 For the purposes of this Agreement, notice and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when hand delivered or mailed by United States certified or registered express mail, return receipt requested, postage prepaid, if to the Executive, addressed to the Executive at his or her respective address on file with the Company; if to the Company, addressed to SeaChange International, Inc., 50 Nagog Park, Acton, MA 01720, and directed to the attention of its Chief Financial Officer; if to the Board, addressed to the Board of Directors, c/o 50 Nagog Park, Acton, MA 01720, and directed to the Company's Chief Financial Officer; or to such other address as any party may have furnished to the others in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

4.5 Unless otherwise determined by the Employer in an applicable plan or arrangement, no amounts payable hereunder upon a Covered Termination shall be deemed salary or compensation for the purpose of computing benefits under any employee benefit plan or other arrangement of the Employer for the benefit of its employees.

4.6 This Agreement is the exclusive arrangement with the Executive applicable to payments and benefits in connection with a change in control of the Company (whether or not a Change in Control), and supersedes any prior arrangements involving the Company or its predecessors or affiliates relating to changes in control (whether or not Changes in Control). This Agreement shall not limit any right of the Executive to receive any payments or benefits under an employee benefit or executive compensation plan of the Employer, initially adopted as of or after the date hereof, which are expressly contingent thereunder upon the occurrence of a change in control (including, but not limited to, the acceleration of any rights or benefits thereunder); provided that in no event shall the Executive be entitled to any payment or benefit under this Agreement which duplicates a payment or benefit received or receivable by the Executive under any severance or similar plan or policy of the Employer, and in any such case the Executive shall only be entitled to receive the greater of the two payments.

4.7 Any payments hereunder shall be made out of the general assets of the Employer. The Executive shall have the status of general unsecured creditor of the Employer.

4.8 Nothing in this Agreement shall confer on the Executive any right to continue in the employ of the Employer or interfere in any way (other than by virtue of requiring payments or benefits as may expressly be provided herein) with the right of the Employer to terminate the Executive's employment at any time.

4.9 The Employer shall be entitled to withhold from any payments or deemed payments any amount of tax withholding required by law.

4.10 Any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement that is not resolved by the Employer and the Executive shall be submitted to arbitration in Boston, Massachusetts, in accordance with Massachusetts law and the procedures of the American Arbitration Association. The determination of the arbitrator(s) shall be conclusive and binding on the Employer and Executive and judgment may be entered on the arbitrator(s)' award in any court having jurisdiction.

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4.11 This Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power or privilege nor any single or partial exercise of any such right, power or privilege, preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

4.12 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement which shall remain in full force and effect.

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4.13 The use of captions in this Agreement is for convenience. The captions are not intended to and do not provide substantive rights.

4.14 THIS AGREEMENT SHALL BE CONSTRUED, ADMINISTERED AND ENFORCED ACCORDING TO THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW, EXCEPT TO THE EXTENT PREEMPTED BY FEDERAL LAW.

IN WITNESS WHEREOF, the parties hereto have signed their names, effective as of the date first above written.

SEACHANGE INTERNATIONAL, INC.

By: /s/ Thomas F. Olson

Name: Thomas F. Olson

Title: Chairman of the Board

EXECUTIVE:

/s/ Jay Samit

Name: Jay Samit

**INDEMNIFICATION AGREEMENT**

This Indemnification Agreement (the "Agreement") is made and entered into as of October 20, 2014 by and between SeaChange International, Inc., a Delaware corporation (the "Company"), and Jay Samit ("Indemnitee").

**RECITALS**

A. It is essential that the Company be able to attract and retain well qualified directors and officers;

B. Competent and experienced persons may be reluctant to serve or to continue to serve as directors or officers of corporations unless they are protected by comprehensive liability insurance or indemnification, or both, due to increased exposure to litigation costs and risks resulting from their service to such corporations, and due to the fact that the exposure frequently bears no reasonable relationship to the compensation of such directors or officers and the defense or settlement of such litigation is often beyond the personal resources of such directors or officers;

C. The Company's Amended and Restated Certificate of Incorporation (the "Certificate of Incorporation") provides for the indemnification of the officers and directors of the Company to the maximum extent authorized by Section 145 of the Delaware General Corporation Law, as amended ("DGCL");

D. The Certificate of Incorporation and DGCL, by their non-exclusive nature, permit agreements between the Company and the directors or officers of the Company with respect to indemnification of such directors or officers;

E. In accordance with the authorization as provided by the Certificate of Incorporation and DGCL, the Company may purchase and maintain a policy or policies of directors' and officers' liability insurance ("D & O Insurance"), covering certain liabilities which may be incurred by its directors or officers in the performance of their obligations of the Company;

F. It is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, its directors and officers to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

G. In order to induce Indemnitee to continue to serve as a director or officer of the Company, the Company has agreed to enter into this Agreement with Indemnitee; and

H. This Agreement is intended to be an "accountable plan" within the meaning of Treas. Reg. 1.62-2(c), and shall be interpreted to achieve that purpose.



NOW, THEREFORE, in consideration of Indemnitee's service as a director after the date hereof, the parties hereto agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings indicated:

- (a) "**Board**" shall mean the Board of Directors of the Company.
- (b) "**Change in Control**" shall be deemed to occur upon the earliest to occur after the date of this Agreement of any of the following events:
  - (i) the members of the Board at the beginning of any consecutive 12-calendar-month period (the "Incumbent Directors") cease for any reason other than due to death to constitute at least a majority of the members of the Board; provided that any director whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of the members of the Board then still in office who were members of the Board at the beginning of such 12-calendar-month period, shall be deemed to be an Incumbent Director;
  - (ii) any consolidation or merger of the Company where the stockholders of the Company, immediately prior to the consolidation or merger, would not, immediately after the consolidation or merger, beneficially own (as such term is defined in Rule 13d-3 under the Exchange Act), directly or indirectly, shares of the Company's common stock, \$0.01 par value, representing in the aggregate 50% or more of the combined voting power of the securities of the corporation issuing cash or securities in the consolidation or merger (or of its ultimate parent corporation, if any);
  - (iii) there shall occur (A) any sale, lease, exchange or other transfer (in one transaction or a series of transactions contemplated or arranged by any party as a single plan) of all or substantially all of the assets of the Company, other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, at least 50% of the combined voting power of the voting securities of which are owned by persons in substantially the same proportion as their ownership of the Company immediately prior to such sale or (B) the approval by stockholders of the Company of any plan or proposal for the liquidation or dissolution of the Company; or
  - (iv) Any corporation or other legal person, pursuant to a tender offer, exchange offer, purchase of stock (whether in a market transaction or otherwise) or other transaction or event acquires securities representing 40% or more of the combined voting power of the voting securities of the Company, or there is a report filed on Schedule 13D or Schedule 14D-1 (or any successor schedule, form or report), each as promulgated pursuant to the Exchange Act, disclosing that any "person" (as such term is used in Section 13(d)(3) or Section 14(d)(2) of the

Exchange Act) has become the “beneficial owner” (as such term is used in Rule 13d-3 under the Exchange Act) of securities representing 40% or more of the combined voting power of the voting securities of the Company.

(c) “**Corporate Status**” describes the status of a person who is or was a director, officer, employee, agent, trustee or fiduciary of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which such person is or was serving at the express written request of the Company.

(d) “**Court**” means the Court of Chancery of the State of Delaware, the court in which the Proceeding in respect of which indemnification is sought by Indemnitee shall have been brought or is pending, or another court having subject jurisdiction and personal jurisdiction over the parties.

(e) “**Disinterested Director**” means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(f) “**Enterprise**” shall mean the Company and any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise of which Indemnitee is or was serving at the express written request of the Company as a director, officer, employee, agent, trustee or fiduciary.

(g) “**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended.

(h) “**Expenses**” shall include, without limitation, all reasonable attorneys’ fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplication costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding, or responding to, or objecting to, a request to provide discovery in any Proceeding. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(i) “**Good Faith**” means Indemnitee having acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interest of the Company or, in the case of an Enterprise which is an employee benefit plan, the best interests of the participants or beneficiaries of said plan, as the case may be, and, with respect to any Proceeding which is criminal in nature, having had no reasonable cause to believe Indemnitee’s conduct was unlawful.

(j) “**Independent Counsel**” means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning Indemnitee under this

Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “**Independent Counsel**” shall not include any person who, under the standards of professional conduct then prevailing and applicable to such counsel, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee’s rights under this Agreement.

(k) “**Proceeding**” includes any action, suit, arbitration, alternate dispute resolution mechanism, investigation (including any internal corporate investigation), inquiry, administrative hearing or any other actual, threatened, or completed proceeding whether civil, criminal, administrative or investigative, other than one initiated by Indemnitee without the approval of the Board. For purposes of the foregoing sentence, a “**Proceeding**” shall not be deemed to have been initiated by Indemnitee where Indemnitee seeks to enforce Indemnitee’s rights under this Agreement.

## 2. Indemnification.

(a) In General. In connection with any Proceeding, the Company shall indemnify, and advance Expenses to, Indemnitee as provided in this Agreement to the fullest extent permitted by applicable law, as such may be amended from time to time.

(b) Proceedings Other Than Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 2(b) if, by reason of Indemnitee’s Corporate Status, Indemnitee is, or is threatened to be made, a party to or is otherwise involved in any Proceeding, other than a Proceeding by or in the right of the Company. Pursuant to this Section 2(b), Indemnitee shall be indemnified against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee, or on Indemnitee’s behalf, in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in Good Faith.

(c) Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 2(c) if, by reason of Indemnitee’s Corporate Status, Indemnitee is, or is threatened to be made, a party to or is otherwise involved in any Proceeding brought by or in the right of the Company. Pursuant to this Section 2(c), Indemnitee shall be indemnified against all Expenses and amounts paid in settlement, actually and reasonably incurred by Indemnitee, or on Indemnitee’s behalf, in connection with such Proceeding if Indemnitee acted in Good Faith. Notwithstanding the foregoing, no such indemnification shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been adjudged to be liable to the Company or if applicable law prohibits such indemnification; *provided, however*, that, if applicable law so permits, indemnification may nevertheless be made by the Company in such event if and only to the extent that the Court which is considering the matter shall determine.

(d) Indemnification for Expenses of a Party Who is Wholly or Partly Successful Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of Indemnitee’s Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding, Indemnitee shall be indemnified to the maximum extent permitted by law, as such may be amended from time to time, against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee’s behalf in connection therewith. If

Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee to the maximum extent permitted by law, as such may be amended from time to time, against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section 2(d) and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

(e) Indemnification for Expenses in Enforcing Rights. To the fullest extent allowable under applicable law, the Company shall also indemnify against, and, if requested by Indemnitee, shall advance to Indemnitee subject to and in accordance with Section 5, any Expenses actually and reasonably paid or incurred by Indemnitee in connection with any action or proceeding by Indemnitee for (a) indemnification, contribution or reimbursement or advance payment of Expenses by the Company under any provision of this Agreement, or under any other agreement or provision of the Certificate of Incorporation now or hereafter in effect relating to a Proceeding, and/or (b) recovery under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification or insurance recovery, as the case may be. Indemnitee shall be required to reimburse the Company in the event that a final judicial determination is made that such action brought by Indemnitee was frivolous or not made in good faith.

3. Contribution. To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee with respect to any Proceeding, or any claim, issue, or matter in a Proceeding, and the Company is jointly liable with Indemnitee for such Proceeding, claim, issue, or matter, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee (whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and for reasonably incurred Expenses in connection with such claim), in such proportion as is deemed fair and reasonable in light of the circumstances. The following factors shall be considered when determining the amount of such contribution: (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) or transaction(s) giving cause to such Proceeding, claim, issue or matter, and (ii) the relative fault of the Company (and its other directors, officers, employees and agents) and Indemnitee in connection with such event(s) or transaction(s).

4. Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a witness, or is made (or asked) to respond to discovery requests, in any Proceeding to which Indemnitee is not a party, Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith.

5. Advancement of Expenses. Notwithstanding any other provision of this Agreement, the Company shall advance all reasonable Expenses, which, by reason of Indemnitee's Corporate Status, were or are expected to be incurred by or on behalf of Indemnitee in connection with any Proceeding, within thirty (30) days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred or are expected to be incurred by Indemnitee. The amount

advanced shall not exceed the amount of anticipated expenditures, and the advance shall be made not more than thirty (30) days before the anticipated expenditures are expected to be incurred. Execution and delivery to the Company of this Agreement by Indemnitee constitutes an undertaking by the Indemnitee to repay within thirty (30) days any amounts paid, advanced or reimbursed by the Company pursuant to this Section 5 in respect of Expenses relating to, arising out of or resulting from any Proceeding in respect of which (a) it shall be determined pursuant to Section 6, following the final disposition of such Proceeding, that Indemnitee is not entitled to indemnification hereunder or (b) the amount paid, advanced or reimbursed exceeds the amount substantiated pursuant to Section 6(a). No other form of undertaking shall be required other than the execution of this Agreement. Any advances and undertakings to repay pursuant to this Section 5 shall be unsecured and interest free. Advancement of Expenses pursuant to this Section 5 shall not require approval of the Board or the stockholders of the Company, or of any other person or body. The Secretary of the Company shall promptly advise the Board in writing of the request for advancement of Expenses, of the amount and other details of the advance and of the written undertaking to make repayment pursuant to this Section 5.

6. Procedures and Presumptions for Determination of Entitlement to Indemnification and Defense of Claims.

(a) Initial Request. To obtain indemnification under this Agreement (other than advancement of Expenses pursuant to Section 5), Indemnitee shall within a reasonable period of time submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine the specific nature of each expense and its relationship to the Company's business activities, and whether and to what extent Indemnitee is entitled to indemnification. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnitee has requested indemnification. Notwithstanding the foregoing, any failure of Indemnitee to provide such a request to the Company, or to provide such a request in a timely fashion, shall not relieve the Company of any liability that it may have to Indemnitee unless, and to the extent that, such failure actually and materially prejudices the interests of the Company or such request is not made within a "reasonable period of time" within the meaning of Treas. Reg. 1.62-1(g).

(b) Method of Determination. A determination with respect to Indemnitee's entitlement to indemnification shall be made in the specific case as soon as practicable by one of the following four methods, which shall be at the election of the Board: (1) by a majority vote of the Disinterested Directors, even though less than a quorum; (2) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum; (3) if there are no Disinterested Directors or if the Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to the Indemnitee; or (4) if so directed by the Board, by the stockholders of the Company; notwithstanding the foregoing, following a Change in Control, a determination with respect to Indemnitee's entitlement to indemnification shall be made by Independent Counsel.

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(c) Selection, Payment, and Discharge of Independent Counsel. In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 6(b) of this Agreement, the Independent Counsel shall be selected, paid, and discharged in the following manner:

(i) The Independent Counsel shall be selected by Indemnitee, and Indemnitee shall give written notice to the Company advising the Company of the identity of the Independent Counsel so selected.

(ii) Following the initial selection described in Section 6(c)(i), the Company may, within ten (10) days after such written notice of selection has been given, deliver to Indemnitee a written objection to such selection; *provided, however*, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 1 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is made and substantiated, the Independent Counsel selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit.

(iii) Either the Company or Indemnitee may petition a Court if the parties have been unable to agree on the selection of Independent Counsel within twenty (20) days after submission by Indemnitee of a written request for indemnification pursuant to Section 6(a) of this Agreement. Such petition may request resolution of any objection made by the Company to Indemnitee's selection of Independent Counsel and/or seek the appointment as Independent Counsel of a person selected by the Court or by such other person as the Court shall designate. A person so appointed shall act as Independent Counsel under Section 6(b) of this Agreement.

(iv) The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with acting pursuant to this Agreement, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section 6(c), regardless of the manner in which such Independent Counsel was selected or appointed.

(d) Standard of Proof. In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee has acted in Good Faith. The Company shall indemnify Indemnitee unless, and only to the extent that, the Company shall prove by clear and convincing evidence to the person or persons or entity making such determination that Indemnitee has not acted in Good Faith.

(e) Reliance as Safe Harbor; Actions of Others. For purposes of any determination of Good Faith, Indemnitee shall be deemed to have acted in Good Faith if Indemnitee's action is taken in reliance on the records or books of account of the Enterprise, including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise. In addition, the knowledge and/or actions, or failure to act, of any director, officer, employee, agent, trustee or fiduciary of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

(f) Cooperation. Indemnitee shall cooperate with the person, persons or entity making the determination with respect to Indemnitee's entitlement to indemnification under this Agreement, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(g) Successful on the Merits. The Company acknowledges that a settlement or other disposition short of final judgment may be successful if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any action, claim or proceeding to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such action, claim or proceeding with or without payment of money or other consideration) it shall be presumed that Indemnitee has been successful on the merits or otherwise in such action, suit or proceeding. Anyone seeking to overcome this presumption shall have the burden of proof by clear and convincing evidence.

(h) Effect of Other Proceeding. The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of guilty or of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in Good Faith.

(i) Defense of Claim. With respect to any Proceeding to which Indemnitee shall have requested indemnification in accordance with this Section 6:

(i) The Company shall be entitled to participate in the defense at its own expense.

(ii) Except as otherwise provided below, the Company jointly with any other indemnifying party shall be entitled to assume the defense with counsel reasonably satisfactory to Indemnitee ("Outside Counsel"). After assumption by the Company of the defense of a suit, the Company shall not be liable to Indemnitee under this Section for any legal or other expenses subsequently incurred by Indemnitee in connection with the defense of the Proceeding other than reasonable costs of investigation or as otherwise provided below. Indemnitee shall have the right to employ Indemnitee's own counsel in such Proceeding but the fees and expenses of such counsel incurred after assumption by the Company of the defense shall be at the expense of Indemnitee, unless (i) the employment of counsel by Indemnitee has been authorized in writing by the Company, (ii) Indemnitee shall have concluded reasonably that there may be a conflict of interest between the Company and Indemnitee in the conduct of the defense of such action and such conclusion has been confirmed in writing by Independent

Counsel, or (iii) the Company shall not in fact have employed Outside Counsel to assume the defense of such Proceeding. The Company shall not be entitled to assume the defense of Indemnitee in any Proceeding brought by or in the right of the Company or as to which Indemnitee shall have made the conclusion provided for in (ii) above and such conclusion shall have been so confirmed by the Company's Outside Counsel.

(iii) Notwithstanding any provision of this Section to the contrary, the Company shall not be liable to indemnify Indemnitee under this Section for any amounts paid in settlement of any Proceeding or claim effected without the Company's written consent, which shall not unreasonably be withheld or delayed. The Company shall not settle any Proceeding or claim in any manner which would impose any penalty or limitation on, or disqualification of, Indemnitee for any purpose or would materially harm the reputation of Indemnitee without Indemnitee's written consent. Neither the Company nor Indemnitee will unreasonably withhold their consent to any proposed settlement.

(j) Payment. If it is determined that Indemnitee is entitled to indemnification under this Agreement, payment to Indemnitee shall be made within ten (10) days after such determination.

7. Non-Exclusivity; Survival of Rights; Insurance; Subrogation.

(a) Non-Exclusivity. The rights of indemnification, contribution and to receive advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Certificate of Incorporation, the Amended and Restated By-Laws of the Company ("By-Laws"), any agreement, a vote of stockholders, a resolution of directors, or otherwise. No amendment, alteration, or repeal of this Agreement or any provision hereof shall be effective as to Indemnitee with respect to any action taken or omitted by such Indemnitee in Indemnitee's Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the DGCL, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Certificate of Incorporation, the By-Laws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change and Indemnitee shall be deemed to have such greater right hereunder. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) Insurance. The Company may maintain an insurance policy or policies against liability arising out of this Agreement or otherwise. To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or agents or fiduciaries of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person serves at the request of the Company, the Company shall obtain coverage for Indemnitee under such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any director, officer, employee, agent or fiduciary under such policy or policies. To



the extent the Company maintains an insurance policy or policies and obtains coverage for Indemnitee in accordance with the immediately preceding sentence, in the event of a Change in Control, the Company shall make reasonable efforts to ensure that the entity surviving such Change in Control (the "Surviving Entity") maintains such coverage for a period of six (6) years after such Change in Control. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company or Surviving Entity has directors' and officers' liability insurance in effect, the Company or Surviving Entity shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company or Surviving Entity shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

(c) Subrogation. In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(d) No Duplicate Payment. The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise. The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee, agent, trustee or fiduciary of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise. If the Indemnitee receives such an amount after payment by the Company to the Indemnitee, then the Indemnitee shall return such amount to the Company within thirty (30) days.

8. Exception to Right of Indemnification. Notwithstanding any other provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision, provided, that the intent of the parties is that the Company shall be the indemnitor of first resort of Indemnitee with respect to matters for which indemnification, contribution and advancement or reimbursement of Expenses is provided under this Agreement and that the Company will be obligated to make all payments due to or for the benefit of Indemnitee under this Agreement without regard to any rights that Indemnitee may have against a third party; or

(b) for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Exchange Act, or similar provisions of state statutory law or common law.

9. Term of Agreement. This Agreement shall continue until and terminate upon the later of: (i) ten (10) years after the date that Indemnitee shall have ceased to serve as a director, officer, employee, agent, trustee or fiduciary of the Company or of any other Enterprise; or (ii) the final termination of all pending Proceedings in respect of which Indemnitee is granted rights of indemnification or advancement of expenses hereunder; or (iii) the expiration of the statute of limitations with respect to any cause of action that arose or is alleged to have arisen during Indemnitee's service as a director, officer, employee, agent, trustee or fiduciary of the Company or of any other Enterprise and that could be asserted in a Proceeding in respect of which Indemnitee is entitled to be indemnified hereunder.

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), assigns, spouses, heirs, executors, administrators and personal and legal representatives.

11. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumes the obligations imposed on it hereby in order to induce Indemnitee to serve as an officer or director of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as an officer or director of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

(c) The Company shall not seek from a court, or agree to, a "bar order" which would have the effect of prohibiting or limiting Indemnitee's rights to receive advancement of expenses under this Agreement.

12. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. Without limiting the generality of the foregoing, this Agreement is intended to confer upon Indemnitee indemnification rights to the fullest extent permitted by applicable laws. In the event any provision hereof conflicts with any applicable law, such provision shall be deemed modified, consistent with the intent manifested by such provision, to the extent necessary to resolve such conflict.

13. Modification and Waiver. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

14. Notice By Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification covered hereunder. The failure to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnitee under this Agreement or otherwise unless and only to the extent that such failure or delay actually and materially prejudices the Company.

15. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed to have been duly given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

(a) To Indemnitee at the address set forth below Indemnitee signature hereto.

(b) To the Company at:

SeaChange International, Inc.  
50 Nagog Park  
Acton, MA 01720  
Attention: Chief Financial Officer

With a copy to:  
Dave.McEvoy@schange.com

or to such other address as may be furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. This Agreement may also be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

18. Governing Law. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules.

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19. Section 409A Compliance. This Agreement is intended to comply with the provisions of Section 409A of the Internal Revenue Code of 1986, as amended, and it shall be interpreted for that purpose. No reimbursement shall be made after the last day of the Indemnitee's taxable year following the taxable year in which the expense was incurred.

***SIGNATURE PAGE TO FOLLOW***

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement on and as of the day and year first above written.

**SEACHANGE INTERNATIONAL, INC.**

By: /s/ Thomas F. Olson  
Name: Thomas F. Olson  
Title: Chairman of the Board

**INDEMNITEE**

/s/ Jay Samit  
Name: Jay Samit  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_