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

FORM 8-K

CURRENT REPORT

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

Date of report (Date of earliest event reported): July 6, 2016

SEACHANGE INTERNATIONAL, INC.

(Exact Name of Registrant as Specified in its Charter)

DELAWARE	0-21393	04-3197974
(State or Other Jurisdiction of Incorporation or Organization)	(Commission File Number)	(I.R.S. Employer Identification No.)

50 Nagog Park, Acton, MA	01720
(Address of Principal Executive Offices)	(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)

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))

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

(b)

On July 6, 2016, Anthony Dias resigned as Chief Financial Officer of SeaChange International, Inc. ("SeaChange"), effective as of July 31, 2016.

In connection with his resignation as Chief Financial Officer of SeaChange, Mr. Dias and SeaChange entered into an Employment Separation Agreement and Voluntary Release, dated as of July 6, 2016 (the "Separation Agreement"). Under the terms of the Separation Agreement, SeaChange will:

- Beginning August 1, 2016 pay Mr. Dias six (6) months of base salary as severance in twelve (12) equal semimonthly installments of $13,145.83, subject to all ordinary payroll taxes and withholdings;
- Allow Mr. Dias to remain eligible for a pro-rated fiscal 2017 target annual bonus of $189,300, payable in cash ("Target Bonus"). Forty percent (40%) of this Target Bonus will be based on the Company's reported fiscal 2017 non GAAP operating income, forty percent (40%) of it will be based on the Company's reported revenue (both according to the Company's fiscal 2017 financial goals) and twenty percent (20%) based on Mr. Dias' personal goals; and
- Allow for the continued vesting through January 31, 2017 of Mr. Dias' outstanding equity awards including allowing Mr. Dias to remain eligible to receive a pro-rated portion (33.33% of the original three year period) of his performance stock unit award ("PSU") to be determined subsequent to January 31, 2019 pursuant to the previously disclosed terms of his PSU award agreement.

Under the Separation Agreement, Mr. Dias affirmed his existing Employee Noncompetition, Nondisclosure and Developments Agreement pursuant to which Mr. Dias 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)

Appointment of Peter Faubert as Chief Financial Officer

On July 6, 2016, the Board of Directors of SeaChange appointed Peter Faubert as the Chief Financial Officer of SeaChange, effective July 6, 2016.

Peter Faubert, 46, has been a Certified Public Accountant since 1996. Most recently, he served for two years as CFO for This Technology, Inc., a video advertising solutions provider to large cable, telco and broadcast television operators, which was acquired by Comcast Corporation in 2015. In addition to finance and accounting responsibilities, he oversaw that company's human resources, strategic planning, legal and facilities functions.

Previously, Mr. Faubert served for three years as CFO for mobile game publisher JNJ Mobile (DBA MocoSpace), where he established revenue sharing and billing agreements with large U.S. mobile service providers. As CFO and Treasurer during four years with Turbine, Inc., the largest privately-held video game developer in North America, which was acquired by Warner Brothers, Mr. Faubert established licensing and distribution agreements with leading gaming and entertainment brands globally. He also held senior finance roles for software and technology providers including Vision Government Solutions and publicly-traded companies Viisage Technology, Burntsand and Ariba. Early in his career, he worked in PricewaterhouseCoopers' mergers and acquisitions practice and Deloitte & Touche's assurance and advisory services.

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

In connection with the appointment of Mr. Faubert as Chief Financial Officer, the Compensation Committee and Board agreed to pay Mr. Faubert an annual base salary of $300,000 per year and to make a one-time equity award of 100,000 stock options with an exercise price equal to SeaChange's closing stock price on July 6, 2016 of $3.28 per share, to vest in four equal tranches on the first, second, third and fourth anniversary of July 6, 2016. Mr. Faubert will also be eligible to participate in the annual executive bonus program approved by the Compensation Committee based on the achievement of Company financial and strategic goals, as determined by the Compensation Committee. For fiscal 2017 Mr. Faubert will be eligible to receive an annual cash bonus under this program with a target value of $180,000, which will be pro-rated based on his days of service in fiscal 2017. In addition, Mr. Faubert will also be eligible for Long Term Incentive equity awards ("LTI Awards"). For fiscal 2017, Mr. Faubert will be granted an LTI Award with a value to be determined based on the same general terms (fifty percent (50%) performance stock units, twenty-five percent (25%) stock options and twenty-five (25%) restricted stock units) as for the previously disclosed fiscal 2016 LTI Awards.

In connection with his appointment as Chief Financial Officer of SeaChange, Mr. Faubert and SeaChange will enter into a Change-in-Control Severance Agreement (the "Change-in-Control Agreement") and an Indemnification Agreement (the "Indemnification Agreement"), effective July 6, 2016, 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 2016 proxy statement. The form of Mr. Faubert'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. Faubert to remain with SeaChange leading up to and following a change in control.

Under the Change-in-Control Agreement, if Mr. Faubert's equity award, other than a performance-based equity award (such as PSUs), is continued, assumed or substituted following a change in control and Mr. Faubert's employment is terminated within two years after the change in control by the employer without cause or by Mr. Faubert for good reason (a "Covered Termination"), then such equity award would be accelerated in full. Performance-based equity awards would continue to be governed by their existing terms. In addition, if a Covered Termination occurs, Mr. Faubert would be entitled to receive a cash amount as severance equal to the sum of (a) one times his base salary, plus (b) 150% of Mr. Faubert's target annual bonus for the fiscal year in which the Covered Termination occurs, plus (c) $62,000, being an amount corresponding to medical and other benefits during the post-employment period.

As a condition to the receipt by Mr. Faubert of any payment or benefit under the Change-in-Control Agreements, Mr. Faubert must first execute a valid, binding and irrevocable general release in favor of SeaChange and in a form reasonably acceptable to SeaChange.

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.

Attached as Exhibit 99.1, and incorporated by reference, is a copy of the press release issued by SeaChange International, Inc. dated July 6, 2016, announcing the appointment of Peter Faubert as Chief Financial Officer of SeaChange.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

The following Exhibit is attached to this report:

Exhibit No.	Description
10.1	Employee Separation Agreement and Voluntary Release, dated as of July 6, 2016, by and between SeaChange International, Inc. and Anthony Dias.
10.2	Change-In-Control Severance Agreement, dated as of July 6, 2016, by and between SeaChange International, Inc. and Peter Faubert.
10.3	Indemnification Agreement, dated as of July 6, 2016, by and between SeaChange International, Inc. and Peter Faubert.
99.1	Press release issued by SeaChange International, Inc. dated July 7, 2016.

SIGNATURE

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

SEACHANGE INTERNATIONAL, INC.

By: /s/ Edward Terino
Edward Terino
Chief Executive Officer

Dated: July 7, 2016

EXHIBIT INDEX

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10.2	Change-In-Control Severance Agreement, dated as of July 6, 2016, by and between SeaChange International, Inc. and Peter Faubert.
10.3	Indemnification Agreement, dated as of July 6, 2016, by and between SeaChange International, Inc. and Peter Faubert.
99.1	Press release issued by SeaChange International, Inc. dated July 7, 2016.

Exhibit 10.1

Employee Separation Agreement and Voluntary Release

This Employee Separation Agreement and Voluntary Release (the "*Agreement*") is entered into by and between SeaChange International, Inc. ("*SeaChange*" or the "*Company*").1 and Anthony Dias ("*you*," "*your*" or the "*Employee*").

The purpose of this Agreement is to confirm the terms of your separation from SeaChange. Unless you rescind your assent as set forth in Section 8 below, this Agreement shall be effective on the eighth (8th) day following the day you sign it (the "*Effective Date*"), at which time it shall become final and binding on all parties. The Severance Pay described below is contingent on your agreement to and compliance with the provisions of this Agreement.

1. Separation and Accrued Vacation. Your employment with the Company shall separate effective July 31, 2016 (the "*Separation Date*"). You acknowledge that from and after the Separation Date, you shall have no authority to represent yourself as an employee or agent of the Company, and you agree not to represent yourself in the future as an employee or agent of the Company. On or about the Separation Date, the Company shall pay your accrued but unused vacation time, subject to all ordinary payroll taxes and withholdings and your final pay earned through the Separation Date in accordance with applicable law.

2. Severance Pay. If you do not rescind this Agreement as set forth in Section 8 below, the Company shall provide you with six (6) months of severance pay, in the total gross amount of One Hundred Fifty-Seven Thousand Seven Hundred Fifty dollars ($157,750) (the "*Severance Pay*"). The Severance Pay will be payable in equal installments on the normal twice-monthly payroll schedule, less applicable deductions and withholdings. You authorize the Company to deduct from your severance or other amounts due to you under this agreement any taxes that you may owe the Company on vested RSUs.

3. FY2017 Annual Bonus.

You will be eligible for a pro-rated fiscal 2017 target annual bonus of $189,300, payable in cash ("*Target Bonus*").

Forty percent (40%) of this Target Bonus will be based on the Company's FY2017 Non GAAP Operating Income target that was previously approved by the SeaChange Board of Directors on April 6, 2016.

Forty percent (40%) of this Target Bonus will be based on the Company's reported Revenue target that was also previously approved by the SeaChange Board of Directors on April 6, 2016.

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1. Except for the obligations set forth in Section 2, which shall be solely the obligations of SeaChange International, Inc., whenever the terms "SeaChange International, Inc.," SeaChange" or the "Company" are used in this Agreement (including, without limitation, Section 8), they shall be deemed to include SeaChange International, Inc., and any and all of its divisions, affiliates and subsidiaries and all related entities (including and its and their directors, officers, employees, agents, successors and assigns).

Twenty percent (20%) of this Target Bonus will be based on your personal goals. The Parties agree that 75% of your personal goals have been met ($28,395) as of the date of this Agreement, which will be paid in April 2017, as set forth below.

The Payout at Threshold is forty percent (40%) of the Payout at Target (see table below).

Target Bonus = $120,000	Weight (Percentage of Target Bonus)	Payout at Target (Prorated)	Payout at Threshold (Prorated)
Non GAAP Operating Income	40% =$75,720	$44,187	$17,675
Revenue	40% =$75,720	$44,187	$17,675
		Total=$88,374	Total=$35,350

The payout between the Threshold and the Target is straight line, calculated on a pro-rata basis. If the Stretch Financial Goal is met (as approved by the Board on April 6, 2016), payout will be made at 125% of the applicable Stretch Financial Goal. For both the non-GAAP Operating Income Goal and the Revenue Goal, if the applicable Threshold set forth above is not met, then the payout will be zero.

Any payout will be prorated to reflect the number of days you worked with the Company in fiscal 2017 (i.e., 213 out of 365 days, or 58.4%). This bonus will be paid in April 2017 within 30 days of when the Company reports its FY2017 earnings and completes the year-end audit.

By way of example: If in April 2017, the Company were to report Revenue and Non-GAAP Operating Income for the fiscal year ending January, 31, 2017 at the financial targets approved by the Board, then you would receive a total Target payout of $88,374.

4. Vesting of Restricted Stock Units. The Parties acknowledge and agree that your 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. In consideration of your compliance with the terms of this Agreement, the Company will allow for the continued vesting of the restricted stock units (RSUs) and stock options through January 31, 2017 ("*Future RSUs*") as set forth in more detail in **Exhibit A** hereto. You agree that the Company may sell enough of the Future RSUs to cover the tax liabilities due on the vesting of the Future RSUs in order to remit the taxes due on your behalf.

5. Acknowledgments. You acknowledge and agree that:

(i) this Agreement and the Severance Pay are neither intended to nor shall constitute a severance plan and shall confer no benefit on anyone other than the Company and you;

(ii) the Severance Pay provided for herein is not otherwise due or owing to you under any employment agreement (oral or written); and

(iii) any commission owed will be paid the following quarter in which the incentive is earned in occurrence with the regular commission cycle (not applicable); and

(iv) except for (1) unpaid regular wages, (2) the FY 2017 Annual Bonus, and/or any vacation time accrued through the Separation Date, which, as set forth above, shall be paid by the Company; and (3) any vested monies due to you pursuant to the Company's 401(k) savings plan, and (4) reimbursable business expenses as submitted for repayment during July 2016, you have been paid and provided all wages, vacation pay, holiday pay, equity, authorized, bonuses, and all other forms of compensation, benefit or remuneration that may be due to you now or which would have become due in the future in connection with your employment with or separation of employment from the Company.

6. Unemployment Insurance and COBRA. After the Separation Date, you may:

(i) seek unemployment benefits as a result of your separation from the Company. Decisions regarding eligibility for and amounts of unemployment benefits are made by the applicable state agency, not by the Company; and

(ii) elect to continue medical and/or dental insurance coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act ("*COBRA*") at your expense. COBRA election forms and related documentation shall be provided to you after the Separation Date, and the "qualifying event" under COBRA shall be the Separation Date.

7. Return of Company Property; Confidentiality; Non-Disparagement. You hereby covenant and agree to:

(i) promptly return to the Company, on or before the Separation Date, all property (other than laptop and cellphone) and documents (whether in hard copy or electronic form) of the Company in your custody and possession, and not retain any copies thereof;

(ii) abide by the terms of the Non-Disclosure Agreement a copy of which is included in the termination packet, and the terms of which are hereby incorporated into this Agreement by reference;

(iii) abide by any and all common law and/or statutory obligations relating to the protection and non-disclosure of the Company's trade secrets and/or confidential

and proprietary documents and information, and you specifically agree that you will not disclose any confidential or proprietary information that you acquired as an employee of the Company to any other person or entity, or use such information in any manner that is detrimental to the interests of the Company;

(iv) keep confidential and not publicize or disclose the existence and terms of this Agreement, other than to (a) an immediate family member, legal counsel, accountant or financial advisor, provided that any such individual to whom disclosure is made shall be bound by these confidentiality obligations; or (b) a state or federal tax authority or government agency to which disclosure is mandated by applicable state or federal law; and

(v) not make any statements that are disparaging about or adverse to the business interests of the Company or which are intended to harm the reputation of the Company, including, but not limited to, any statements that disparage any product, service, finances, employees, officers, directors, capability or any other aspect of the business of Company.

Your breach of this Section 7 will constitute a material breach of this Agreement and, in addition to any other legal or equitable remedy available to the Company, will entitle the Company to stop providing and/or recover any Severance Pay.

8. Release of Claims / OWBPA.

(i) You hereby acknowledge and agree that by signing this Agreement and accepting the Severance Pay, you are waiving your right to assert any Claim (as defined below) against SeaChange arising from acts or omissions that occurred on or before the Effective Date, except for claims related to the Company's failure to perform its obligations under this Agreement, and except for any claims which, as a matter of law, cannot be released by private agreement.

Your waiver and release is intended to bar any form of legal claim, charge, complaint or any other form of action (jointly referred to as "*Claims*") against the Company seeking any form of relief including, without limitation, equitable relief (whether declaratory, injunctive or otherwise), the recovery of any damages or any other form of monetary recovery whatsoever (whether back pay, front pay, compensatory damages, emotional distress damages, punitive damages, attorneys' fees, costs or any other amount) against the Company up through and including the Effective Date. You understand that there could be unknown or unanticipated Claims resulting from your employment with the Company and the termination thereof and agree that such Claims are intended to be, and are, included in this waiver and release.

(ii) Without limiting the foregoing general waiver and release, you specifically waive and release the Company from any Claims arising from or related to your

employment relationship with the Company or the termination thereof, including without limitation:

(a) Claims under any local, state or federal discrimination, harassment, fair employment practices or other employment related statute, regulation or executive order, including, without limitation, the Massachusetts Fair Employment Practices Act (also known as Chapter 151B), the Age Discrimination in Employment Act and Title VII of the Civil Rights Act of 1964, each as they may have been amended through the Separation Date;

(b) Claims under any local, state or federal employment related statute, regulation or executive order relating to wages, hours, whistleblowing, leaves of absence or any other terms and conditions of employment, including, without limitation, the Family and Medical Leave Act of 1993, the Worker Adjustment and Retraining Notification (WARN) Act, the Massachusetts Payment of Wages Law (Massachusetts General Laws Chapter 149, §§ 148, 150), Massachusetts General Laws Chapter 149 in its entirety and Massachusetts General Laws Chapter 151 in its entirety (including, without limitation, the sections concerning payment of wages, minimum wage and overtime), each as they may have been amended through the Separation Date. You specifically acknowledge that you are waiving any Claims for unpaid wages under these and other statutes, regulations and executive orders;

(c) Claims under any local, state or federal common law theory; and

(d) any other Claim arising under other local, state or federal law.

(iii) OWBPA: Because you are at least forty (40) years of age, you have specific rights under the federal Age Discrimination in Employment Act ("*ADEA*") and Older

Workers Benefits Protection Act ("*OWBPA*"), which prohibit discrimination on the basis of age. The release in this Section 8 is intended to release any Claim you may have against SeaChange alleging discrimination on the basis of age under the ADEA, OWBPA and other applicable laws. Notwithstanding anything to the contrary in this Agreement, the release in this Section 8 does not cover rights or Claims under the ADEA that arise from acts or omissions that occur after the date you sign this Agreement.

It is SeaChange's desire and intent to make certain that you fully understand the provisions and effects of this Agreement. To that end, SeaChange hereby advises you in writing to consult with legal counsel prior to signing this Agreement for the purpose of reviewing the terms of this Agreement. Also, because you are at least age 40, and consistent with the provisions of the OWBPA, the Company is providing you with twenty-one (21) days to consider and accept the terms of this Agreement by signing below and returning it to SeaChange, c/o Human Resources at SeaChange International, Inc., 50 Nagog Park, Acton, MA 01720. You agree that any changes to this Agreement, whether material or immaterial, will not restart the running of this twenty-one (21) day period. In addition, you may rescind your assent to this Agreement if, within seven (7) days after you sign this Agreement, you deliver a notice of rescission to Human Resources at same address as above. To be effective, such rescission must be hand delivered or postmarked within the seven (7) day period and sent by certified mail, return receipt requested, to the same person and address referenced above.

(iv) Consistent with federal and state discrimination laws, nothing in this release shall be deemed to prohibit you from challenging the validity of this release under federal or state discrimination laws or from filing a charge or complaint of age or other employment related discrimination with the Equal Employment Opportunity Commission ("*EEOC*") or similar state agency, or from participating in any investigation or proceeding conducted by the EEOC or similar state agency. Further, nothing in this release or Agreement shall be deemed to limit the Center's right to seek immediate dismissal of such charge or complaint on the basis that your signing of this Agreement constitutes a full release of any individual rights under federal or state discrimination laws, or the Center's right to seek restitution or other legal remedies to the extent permitted by law of the economic benefits provided to you under this Agreement in the event that you successfully challenge the validity of this release and prevail in any claim under federal or state discrimination laws.

9. Miscellaneous.

(i) Except as expressly provided for herein (e.g., any agreement(s) referenced in Section 7(ii)), this Agreement supersedes any and all prior oral and/or written agreements, and sets forth the entire agreement between the Company and you in respect of your separation from the Company.

(ii) No variations or modifications hereof shall be deemed valid unless reduced to writing and signed by the Company and you.

(iii) The provisions of this Agreement are severable, and if for any reason any part hereof shall be found to be unenforceable, the remaining provisions shall be enforced in full.

(iv) The validity, interpretation and performance of this Agreement, and any and all other matters relating to your employment and separation of employment from the Company, shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without giving effect to conflict of law principles. Both parties agree that any action, demand, claim or counterclaim relating to (a) your employment and separation of your employment, and/or (b) the terms and provisions of this Agreement or to its breach, shall be commenced in the Commonwealth of Massachusetts in a court of competent jurisdiction and that venue for such actions shall lie exclusively in Massachusetts. You also agree that a court in Massachusetts will have personal jurisdiction over you, and you waive any right to raise a defense of lack of personal jurisdiction by such a court.

It is the Company's desire and intent to make certain that you fully understand the provisions and effects of this Agreement. To that end, you hereby acknowledge that you have been encouraged and given an opportunity to consult with legal counsel. By executing this Agreement, you are acknowledging that (a) you have been afforded sufficient time to understand the provisions and effects of this Agreement and to consult with legal counsel; (b) your agreements and obligations under this Agreement are made voluntarily, knowingly and without duress; and (c) neither the Company nor its agents or representatives have made any representations inconsistent with the provisions of this Agreement.

If the foregoing correctly sets forth our arrangement, please sign, date and return the enclosed copy of this Agreement to Human Resources at 50 Nagog Park, Acton, MA 01720 within twenty-one (21) days after your termination date.

Very truly yours,

SEACHANGE INTERNATIONAL, INC.

/s/ Edward Terino
By: Edward Terino
Its: Chief Executive Officer

Accepted and Agreed To:

/s/ Anthony Dias
Anthony Dias

Dated: July 6, 2016

Exhibit A

Grant Date	Form of Award	Number of Shares	Vesting	Vested/Issued Shares as of July 6, 2016
1/4/2008	Option	5,000	Time-based	5,000 previously vested, issued and exercised.
7/20/2011	Restricted Stock Unit (RSU)	3,500	Time-based	3,500 previously vested and issued.
1/18/2012	Restricted Stock Unit (RSU)	6,000	Time-based	6,000 previously vested and issued.
4/18/2013	Restricted Stock Unit (RSU)	1,261	Time-based	1,261 previously vested and issued.
5/8/2013	Restricted Stock Unit (RSU)	10,000	Time-based	10,000 previously vested and issued.
4/21/2014	Restricted Stock Unit (RSU)	3,347	Time-based	3,347 previously vested and issued.
1/30/2015	Restricted Stock Unit (RSU)	14,164	Time-based	14,164 previously vested and issued.
4/1/2015	Restricted Stock Unit (RSU)	3,138	Time-based	3,138 previously vested and issued.
1/26/2016	Option	37,922	Time-based	12,641 will vest on 1/31/2017 subject to non-revocation of this Agreement
1/26/2016	Restricted Stock Unit (RSU)	17,937	Time-based	5,979 will vest and be issued 1/31/2017 subject to non-revocation of this Agreement
1/26/2016	Performance Stock Unit (PSU)	35,874	Performance-Vested (based on TSR)	Award will issue subsequent to 1/31/19 and be prorated based on days served (which is 33.33% of 3 year period) subject to non-revocation of this Agreement and subject to change in control and 150% performance increase as set forth in your PSU Agreement
1/28/2016	Restricted Stock Unit (RSU)	50,000	Time-based	16,667 will vest and be issued 1/28/2017 subject to non-revocation of this Agreement

Exhibit 10.2

CHANGE IN CONTROL SEVERANCE AGREEMENT

THIS CHANGE IN CONTROL SEVERANCE AGREEMENT (this "Agreement"), dated as of July 6, 2016, by and between SeaChange International, Inc., with its principal place of business at 50 Nagog Park, Acton, MA 01720 (the "Company"), and Peter Faubert (the "Executive").

WHEREAS, the Executive is employed as the Company's Chief Financial Officer;

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 the Executive's target annual bonus (excluding any annual target long-term incentive compensation opportunity) for the Company's fiscal year in which the Covered Termination occurs.

"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 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

(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) constitutes 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.

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 6.1(a), SeaChange International, Inc., a Delaware corporation.

"Covered Termination" shall mean if, within the two (2) 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 been terminated for purposes of this Agreement merely because the Executive 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 (i) if the Executive's employment is terminated by the Company for Cause, the date of receipt of the Notice of Termination for Cause or any later date specified therein (which date shall be not more than thirty (30) days after giving such notice), as the case may be; (ii) if the Executive's employment is terminated by the Executive for Good Reason, the 30th day following receipt by the Company of the Notice of Termination for Good Reason; (iii) if the Executive's employment is terminated by the Company other than for Cause or Disability, the date on which the Company notifies the Executive of such termination, (iv) if the Executive's employment is terminated by reason of death or Disability, the date of death of the Executive or the date on which it is determined that the Executive has a Disability, as the case may be, and (v) if the Executive's employment is terminated by the Executive without Good Reason (and not due to Disability), the date of receipt of the Notice of Termination (which date shall be not more than thirty (30) days after giving such notice). Notwithstanding the foregoing, in no event shall the Date of Termination with respect to a Covered Termination occur until the Executive experiences a separation from service within the meaning of Section 409A of the Code, and the date on which such separation from service takes place shall be the Date of Termination.

"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 (6) consecutive months or, in any one (1) year period, for an aggregate of six (6) 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:

(i) the material reduction of the Executive's title, 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 requirement that the Executive report to anyone other than the Board and/or the chief executive officer of the acquiring entity and/or the chief business officer of the applicable business unit of the acquiring company;

(iii) a material reduction in the budget over which the Executive retains authority from that which exists as of immediately prior to the Change in Control;

(iv) a reduction in the Executive's Base Salary as in effect immediately before the Change in Control;

(v) a material reduction in the Executive's annual bonus opportunity or annual target long-term incentive compensation opportunity (whether payable in cash, shares of Stock or a combination thereof) as in effect on the Change in Control; provided, that for the avoidance of doubt, a material reduction of such annual target long-term incentive compensation opportunity shall not be deemed to occur if such opportunity becomes payable solely in cash;

(vi) the Company's requiring the Executive to be based at any other geographic location more than 50 miles from that location at which the Executive primarily performed Executive's services immediately prior to the occurrence of a Change in Control, except for required travel on the Company's business to an extent substantially consistent with Executive's business travel obligations immediately prior to such Change in Control;

(vii) 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 6.1(a);

(viii) the failure of the Company to pay the Executive any amounts due hereunder; or

(ix) any material breach by the Company of this Agreement, including but not limited to a breach of the obligation under Section 2 of this Agreement.

For avoidance of doubt, whether there has been a reduction of an annual bonus opportunity or an annual target long-term incentive compensation opportunity under clause (v) above shall take 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, each considered relative to the corresponding element with respect to the Executive in the period prior to the Change in Control.

Notwithstanding anything to the contrary contained herein, the Executive's termination of employment will not be treated as for Good Reason as the result of the occurrence of any event specified in the foregoing clauses (i) through (ix) unless, within ninety (90) days following the occurrence of such event, the Executive provides written notice to the Company of the occurrence of such event, which notice sets forth the nature of the event and the Executive terminates employment on the 30th day following receipt by the Company of such notice.

"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

CHANGE IN CONTROL SEVERANCE BENEFITS

2.1 Cash Severance. If a Covered Termination occurs, then, subject to the provisions of Section 2.3(b) and Section 4 below, the Company shall pay to the Executive an amount equal to the sum of: (a) one (1) times the Executive's Base Salary, (b) 150% of the Annual Bonus, plus (c) $62,000.

2.2 Accelerated Vesting for Equity Awards. The vesting of the Executive's Equity Awards shall be governed by this Section 2.2. The term "Equity Award" shall mean stock options, stock

appreciation rights, restricted stock, restricted stock units, performance shares or any other form of award that is measured with reference to the Stock.

(a) If an Executive's Equity Award (other than a Performance-Vested Equity Award, as defined below) is continued, assumed or substituted and at any time on and after the Change in Control and the Executive suffers a Covered Termination, then the vesting and exercisability of all such unvested Equity Awards held by the Executive shall be accelerated in full and any reacquisition rights held by the Company with respect to any such Equity Award shall lapse in full, in each case, upon such termination. A "Performance-Vested Equity Award" means any Equity Award that provides for vesting upon achieving a goal based on business criteria (including but not limited to stock price) that applies to the Executive, a business unit, division, Subsidiary, affiliate, the Company or any combination of the foregoing. Any accelerated vesting of a Performance-Vested Equity Award in connection with a Change in Control shall be determined under the terms of the underlying award agreement and the plan under which the Executive received such award.

(b) For avoidance of doubt, no change shall be made to any Equity Award (including, without limitation, any substitution or assumption of an Equity Award) that adversely affects the Executive unless it is consented to in writing by the Executive or is permitted under the terms of the plan under which the Equity Award was granted by the Company to the Executive.

2.3 (a) The payments and benefits provided for in Section 2.1 and 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 10th day following the Date of Termination with respect to a Covered 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. 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 payments and benefits described in Section 2.1, Section 2.2 and Section 3.1 of this Agreement (the "Deferred Compensation") may constitute a "nonqualified deferred compensation plan" that is subject to Section 409A of the Code. 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 of the Code. 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 of the Code 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 of the Code 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 of the Code. 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 of the Code.

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 otherwise receives or is entitled to receive from the Company or its affiliates (collectively, 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, other than 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. After-tax amounts under this Section 3.1 shall be calculated at the highest marginal individual income tax rate as set forth in the Code as in effect at the time of employment termination, subject to any adjustment that the 280G Firm (as defined in Section 3.2 below) deems appropriate to reflect the

phase out of any deductions, exclusions or exemptions with respect to compensation payable to the Executive by the Company.

3.2 The amount or amounts (if any) payable under this Section 3 shall be determined, at the sole cost of the Company, by the 280G Firm, whose determination or determinations shall be final and binding on all parties. The "280G Firm" for purposes of this Section 3 shall be an accounting firm or law firm of national reputation that is selected for this purpose by the Company's Chief Executive Officer prior to a Change in Control. In order to assess whether payments under this Agreement or otherwise qualify as reasonable compensation that is exempt from being a parachute payment under Section 280G of the Code, the 280G Firm may retain the services of an independent valuation expert. The Company will direct the 280G Firm to submit any determination it makes under Section 3 and provide detailed supporting calculations and any valuation report, if applicable, to both the Executive and the Company as soon as reasonably practicable.

3.3 If the 280G Firm determines that one or more reductions are required under Section 3, the 280G Firm shall also determine which of the Total Payments shall be reduced to the extent necessary so that no portion thereof shall be subject to the excise tax imposed by Section 4999 of the Code, and the Company shall pay only the Reduced Payments to the Executive. The 280G Firm shall make reductions required under Section 3 of this Agreement in a manner that maximizes the net after-tax amount payable to the Executive as follows: first, by reducing or eliminating the portion of the Total Payments that are payable in cash; second, by reducing or eliminating the portion of the Total Payments that are not payable in cash (other than Total Payments as to which Treasury Regulations Section 1.280G-1 Q/A 24(c) (or any successor provision thereto) applies ("Q&A-24(c) Payments")); and, third, by reducing or eliminating Q/A-24(c) Payments. In the event that any Q&A-24(c) Payment or acceleration is to be reduced, such Q/A-24(c) Payment shall be reduced or cancelled in the reverse order of the date of grant of the awards.

3.4 As a result of the uncertainty in the application of Section 280G at the time that the 280G Firm makes its determinations under this Section 3, it is possible that amounts will have been paid or distributed to the Executive that should not have been paid or distributed (collectively, the "Overpayments"), or that additional amounts should be paid or distributed to the Executive (collectively, the "Underpayments"). If the 280G Firm determines, based on either the assertion of a deficiency by the Internal Revenue Service against the Company or the Executive which assertion the 280G Firm believes has a high probability of success or controlling precedent or substantial authority, that an Overpayment has been made, the Executive must repay the Overpayment to the Company, without interest. If the 280G Firm determines, based upon controlling precedent or substantial authority, that an Underpayment has occurred, the 280G Firm will notify the Executive and the Company of that determination and the amount of that Underpayment will be paid promptly by the Company to the Executive.

3.5 The Executive will provide the 280G Firm access to, and copies of, any books, records, and documents in the Executive's possession as reasonably requested by the 280G Firm, and otherwise cooperate with the 280G Firm in connection with the preparation and issuance of the determinations and calculations contemplated by Section 3. Cooperation may include, among other things, being interviewed in order for the 280G Firm to assess whether any payments may

be exempt from being parachute payments by virtue of qualifying as reasonable compensation for purposes of Section 280G of the Code.

Section 4

RESTRICTIVE COVENANTS

4.1 The Executive shall remain subject to the restrictive covenants set forth in the Employee Noncompetition, Nondisclosure and Developments Agreement ("Noncompete Agreement") following a Change in Control or any termination of employment thereafter. The Executive acknowledges that the covenants contained in the Noncompete Agreement are reasonable and necessary to protect the legitimate interests of the Company and its affiliates, that the Company would not have entered into this Agreement in the absence of such restrictions under the Noncompete Agreement, and that any violation of any provision of the Noncompete Agreement will result in irreparable injury to the Company. The Executive further represents and acknowledges that: (i) the Executive has been advised by the Company to consult Executive's own legal counsel in respect of this Agreement and the Noncompete Agreement, and (ii) the Executive has had full opportunity, prior to execution of this Agreement, to review thoroughly this Agreement and the Noncompete Agreement with Executive's counsel.

Section 5

TERM OF AGREEMENT

5.1 The Agreement shall terminate on December 31, 2019, provided, however, that the term of this Agreement shall be automatically extended thereafter for successive four (4) year periods unless, at least ninety (90) days prior to the termination date of the then current succeeding four-year extended term of this Agreement, either party has notified the other party that the term hereunder shall expire at the end of the then-current term. Notwithstanding the foregoing, if a Change in Control occurs before the expiration of the term of this Agreement as described above, the term of this Agreement shall automatically be extended until the second anniversary of such Change in Control.

5.2 The obligations of the Company and the Executive under this Agreement which by their nature may require either partial or total performance after its expiration shall survive any such expiration.

5.3 This Agreement shall not affect any rights of the Company or the Executive prior to a Change in Control or any rights of the Executive granted in any other agreement, plan or arrangements. The rights, duties and benefits provided hereunder shall only become effective upon a Change in Control. If the employment of the Executive by the Company is terminated for any reason prior to a Change in Control, this Agreement shall thereafter be of no further force and effect.

Section 6

MISCELLANEOUS

6.1 (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 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 6.1(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 6.1(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 6.1(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.

6.2 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.

6.3 The Employer shall pay all reasonable legal fees and expenses incurred in a legal proceeding, including any arbitration pursuant to Section 6.10 or otherwise, 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 (20) 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 6.3).

6.4 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.

6.5 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.

6.6 Other than as set forth in a Performance-Vested Equity Award(s) to which the Executive is party with the Company, 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 any change in control (whether or not a Change 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.

6.7 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.

6.8 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.

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

6.10 The Executive may elect to have any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement (other than with respect to an alleged breach of a restrictive covenant under Section 4 above) that is not resolved by the Employer submitted to binding arbitration under the Federal Arbitration Act in Boston, Massachusetts, administered by the American Arbitration Association under its Employment Dispute Resolution Rules, subject to any additional terms and conditions as may be agreed to by the Executive and the Employer. 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. The arbitration provisions hereof shall, with respect to such controversy or dispute, survive the termination of this Agreement. This Section 6.10 shall be administered in accordance with the disputed payment provisions of Treasury Regulation Section 1.409A-3(g).

6.11 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.

6.12 The Executive agrees that he will be subject to any compensation clawback or recoupment policies that may be applicable to him as an executive officer of the Company, as in effect from time to time and as approved by the Board or a duly authorized committee thereof, whether or not approved before or after the effective date of this Agreement.

6.13 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.

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

6.15 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.

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

SEACHANGE INTERNATIONAL, INC.

By: /s/ Steve Craddock
Name (Printed): Steve Craddock
Title: Chairman

EXECUTIVE:

/s/ Peter Faubert
Name (Printed): Peter Faubert

Exhibit 10.3

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (the "Agreement") is made and entered into as of July 6, 2016 by and between SeaChange International, Inc., a Delaware corporation (the "Company"), and Peter Faubert ("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 thisSection 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/ However, in the event that Indemnitee is ultimately determined not to be entitled to all or a portion of such amount, then the disallowed amount previously advanced under this Section 2(e) shall be repaid]. 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 thisSection 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 toSection 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.

(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:
SeaChange International, Inc.
50 Nagog Park
Acton, MA 01720
Attention: General Counsel

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.

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/ Steven Craddock
Name: Steven Craddock
Title: Chairman of the Board

INDEMNITEE

/s/ Peter Faubert
Name: Peter Faubert

Exhibit 99.1

Contact:

Press
Jim Sheehan
SeaChange
1-978-897-0100 x3064
jim.sheehan@schange.com

Investors
Monica Gould
The Blueshirt Group
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monica@blueshirtgroup.com

SEACHANGE APPOINTS DIGITAL MEDIA VETERAN PETER FAUBERT AS CHIEF FINANCIAL OFFICER

ACTON, Mass. (July 7, 2016) – Multiscreen video software innovator SeaChange International, Inc. (NASDAQ: SEAC) today announced the appointment of Peter Faubert as Chief Financial Officer, Senior Vice President and Treasurer, with global responsibility for finance, operations and facilities. Mr. Faubert brings the company over 15 years of finance leadership, including experience with software companies focused on video service providers, mobility and enterprise software.

Anthony Dias, who served as SeaChange's CFO, SVP and Treasurer since September 2013, has resigned yesterday, July 6.

"I am excited to have Peter join SeaChange and bring his significant financial management and industry experience to the company to strengthen our senior management team and execute on initiatives to drive SeaChange to profitability and strategic growth" said Ed Terino, Chief Executive Officer, SeaChange. "Peter's previous experience with relevant industry and revenue models, financial planning and analysis, accounting, as well as buy- and sell-side mergers and acquisitions, will enhance SeaChange's ability to further deliver shareholder value. On behalf of the Board, we would like to thank Tony Dias for his years of service to SeaChange and wish him the best of luck in his future endeavors."

Mr. Faubert most recently served as CFO for This Technology, Inc., a video advertising solutions provider to cable, telco and broadcast television operators, which was acquired by Comcast Corporation in 2015. In addition to finance and accounting responsibilities, he oversaw that company's human resources, strategic planning, legal and facilities functions.

(more)

Mr. Faubert had previously served as CFO for mobile game publisher JNJ Mobile (d/b/a MocoSpace), where he established revenue sharing and billing agreements with U.S. mobile service providers. Earlier, as CFO and Treasurer with Turbine, Inc., the largest privately-held video game developer in North America, Mr. Faubert established licensing and distribution agreements with leading gaming and entertainment brands globally. Turbine was acquired by Warner Brothers in 2010.

He has also held senior finance roles for software and technology providers including Vision Government Solutions, and publicly-traded companies including Ariba. Earlier in his career, he worked in PricewaterhouseCoopers' mergers and acquisitions practice, and Deloitte & Touche's assurance and advisory services. Mr. Faubert has been a Certified Public Accountant since 1996.

"SeaChange continues to demonstrate leadership across generations of technology and business change in professional video distribution", Faubert noted. "The growth in digital media, IP delivery, mobile devices and the cloud mean that key stakeholders in the premium content value chain are newly motivated and moving faster to establish agile, software-centric platforms for their businesses. I am eager to help the company optimize its financial operations and performance, and support our customers' needs for innovation."

Mr. Faubert holds a B.S. in Business Administration, with concentrations in accounting and finance, from Northeastern University. He has served as a coach for the Entrepreneurship Development Program at the MIT Sloan School of Management since 2009.

About SeaChange International

Enabling our customers to deliver billions of premium video streams across a matrix of pay-TV and OTT platforms, SeaChange (Nasdaq: SEAC) empowers service providers, broadcasters, content owners and brand advertisers to entertain audiences, engage consumers and expand business opportunities. As a three-time Emmy award-winning organization with 23 years of experience, we give media businesses the content management, delivery and monetization capabilities they need to craft an individualized branded experience for every viewer that sets the pace for quality and value worldwide. For more information, please visit www.schange.com.

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