
**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): August 17, 2017

SEACHANGE INTERNATIONAL, INC.

(Exact Name of Registrant as Specified in its Charter)

DELAWARE
(State or Other Jurisdiction
of Incorporation or Organization)

0-21393
(Commission
File Number)

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

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

01720
(Zip Code)

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

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

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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement.

SeaChange International, Inc. (“SeaChange”) has entered into a Cooperation Agreement, effective as of August 17, 2017 (the “Cooperation Agreement”), with Viex Capital Advisors, LLC and certain of its affiliates named therein (collectively, “Viex”), which beneficially own approximately 11% of the outstanding common stock of SeaChange (the “Common Stock”). Pursuant to the Cooperation Agreement, SeaChange agreed to take all necessary actions to nominate and appoint Mark Bonney to the Board of Directors of SeaChange (the “Board”) as a Class I Director with a term to expire at the 2018 annual meeting of stockholders (“2018 Annual Meeting”).

So long as Viex has not been found to have materially breached its obligations pursuant to the Cooperation Agreement and Viex continues to own at least 3% of SeaChange’s common stock (the “Minimum Ownership Condition”), SeaChange agreed that the Board and the appropriate committee(s) of the Board shall take all necessary actions to nominate and recommend Mr. Bonney for election at the 2018 Annual Meeting for a term expiring at the 2021 annual meeting of stockholders. In the event Mr. Bonney is unable to serve as a director, resigns as a director or is removed as a director during the Standstill Period (as defined below), Viex has the right to recommend a replacement director for appointment to the Board, subject to approval of the Corporate Governance and Nominating Committee and the Board, provided Viex has not been found to have materially breached its obligations pursuant to the Cooperation Agreement and the Minimum Ownership Condition has been satisfied.

The Cooperation Agreement further provides that during the Standstill Period Viex will appear in person or by proxy at any meeting of SeaChange’s stockholders and vote all of its shares in favor of any proposal supported by a majority of the Board unless the recommendation of Institutional Shareholder Services Inc. (“ISS”) and Glass Lewis & Co. (“Glass Lewis”) differs from the Board’s recommendation with respect to any matter (other than nominees for election as directors to the Board), in which case Viex shall have the right to vote in accordance with the recommendation of ISS and Glass Lewis with respect to such matters. In addition, Viex shall have the right to vote in its sole discretion with respect to any matter relating to an Extraordinary Transaction (as defined in the Cooperation Agreement) if the proposal is not unanimously supported by the Board.

The terms of the Cooperation Agreement provide that Viex is subject to customary standstill obligations until August 30, 2018 (the “Standstill Period”).

Each of SeaChange and Viex also agreed to customary mutual non-disparagement obligations.

A copy of the Cooperation Agreement is included as Exhibit 10.1. The foregoing description of the Cooperation Agreement is qualified in its entirety by reference to the full text of the Cooperation Agreement, which is incorporated herein by reference.

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

(b)

The information set forth under Item 1.01 above of this Current Report on Form 8-K is incorporated into this Item 5.02(b) by reference.

Effective as of August 17, 2017, Steven Craddock resigned as a Class II Director of SeaChange. Mr. Craddock’s decision to resign from the Board did not involve a disagreement with SeaChange on any matter relating to SeaChange’s operations, policies or practices.

Effective as of August 17, 2017, Royce E. Wilson resigned as a Class I Director of SeaChange and was elected by the Board as a Class II Director with a term to expire at the 2019 annual meeting of stockholders and will serve on the Corporate Governance and Nominating Committee of SeaChange’s Board of Directors.

Effective as of August 17, 2017, William Markey resigned as a Class II Director of SeaChange and was elected by the Board as a Class III Director with a term to expire at the 2020 annual meeting of stockholders and will serve as Chairman of SeaChange’s Board of Directors, Chairman of the Corporate Governance and Nominating Committee of SeaChange’s Board of Directors and as a member of the Audit Committee of SeaChange’s Board of Directors.

(d)

The information set forth under Item 5.02(b) above of this Current Report on Form8-K is incorporated into this Item 5.02(d) by reference. The biographies of Mr. Markey and Mr. Wilson included in SeaChange's Proxy Statement on Schedule 14A previously filed on May 26, 2017 with the Commission (File No. 000-21393) under the heading "Election of Directors" are incorporated herein by reference.

Upon recommendation of the Corporate Governance and Nominating Committee and as contemplated by the Cooperation Agreement, the Board elected Mr. Bonney as a Class I Director of SeaChange with a term to expire at the 2018 Annual Meeting. Mr. Bonney was also appointed as Chairman of the Compensation Committee of SeaChange's Board of Directors and as a member of the Audit Committee of SeaChange's Board of Directors.

Mr. Bonney most recently served as President and Chief Executive Officer of MRV Communications, Inc. (NASDAQ: MRVC) from December 2014 to August 2017 and as a director of MRV Communications, Inc. from April 2013 to August 2017. Mr. Bonney has served as a Director of Zix Corporation (NASDAQ: ZIXI) since January 2013 and serves as a member of the Audit Committee and Nominating & Corporate Governance Committee of Zix Corporation. Mr. Bonney also serves as a Director of Community eConsult Network, Inc., a not-for-profit corporation engaged in medical consultative services, and is Chairman Emeritus of Community Health Centers. Mr. Bonney holds a BS in Business Administration from Central Connecticut State University and an MBA in Finance from the University of Hartford.

In addition, upon recommendation of the Corporate Governance and Nominating Committee, the Board elected Mr. Sriubas as a Class II Director of SeaChange with a term to expire at the 2019 Annual Meeting. Mr. Sriubas was also appointed as a member of the Audit and Compensation Committees of SeaChange's Board of Directors.

Mr. Sriubas serves as Chief Commercial Officer of Outfront Media, the largest out-of-home advertising company in the U.S. Mr. Sriubas has been an advisor to the SeaChange board since May 2016, and has chaired the company's Advisory Board that works with the management team on strategic and technology matters. He began his career with Citibank in media and tech investment banking, and held more senior investment banking roles at other firms including Donaldson Lufkin Jenrette, UBS, and JP Morgan, before joining Sonifi as Chief Strategist and Head of Corporate Development. Mr. Sriubas is a member of the Advisory Committee of Palisades Growth Capital, and also serves as an advisor to Secure Mobile Contact System Co. and Tout Inc. Mr. Sriubas is also a director of the Jack Kemp Foundation. Mr. Sriubas holds a BS in Finance from the Carroll School of Management at Boston College.

As a non-employee director, each of Mr. Bonney and Mr. Sriubas is entitled to compensation pursuant to SeaChange's director compensation policies. In accordance with such policies, each of Mr. Bonney and Mr. Sriubas will receive deferred or restricted stock units for shares of Common Stock valued at \$100,000, which will vest in equal annual installments over the three years following August 17, 2017 subject to acceleration in the event of a change in control of SeaChange, and an award of deferred or restricted stock units for shares of Common Stock valued at \$100,000, which will vest on the earlier of SeaChange's 2018 annual meeting of stockholders and July 13, 2018, subject to acceleration in the event of a change in control of SeaChange.

In connection with their respective appointments to the Board, each of Mr. Bonney and Mr. Sriubas will enter into an Indemnification Agreement (the "Indemnification Agreement") with SeaChange, effective as of August 17, 2017, the terms of which are substantially similar to those agreements previously entered into by SeaChange with its other non-employee directors, the form of which has previously been filed as Exhibit 10.15 to SeaChange's Annual Report on Form10-K filed on April 10, 2013 (File No. 000-21393). In addition, Mr. Bonney and SeaChange have entered into the Director Agreement, in the form attached as Exhibit A to the Cooperation Agreement, pursuant to which Mr. Bonney confirms certain obligations to SeaChange.

In connection with the foregoing, SeaChange has issued a press release, a copy of which is included with this report as Exhibit 99.1.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

The following Exhibits are attached to this report:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Cooperation Agreement, dated August 17, 2017, between SeaChange International, Inc. and Viex Capital Advisors, LLC, Viex Opportunities Fund, LP-Series One, Viex Special Opportunities Fund II, LP, Viex GP, LLC, Viex Special Opportunities GP II, LLC and Eric Singer.
99.1	Press release issued by SeaChange International, Inc., dated August 17, 2017.

SIGNATURE

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

SEACHANGE INTERNATIONAL, INC.

By: /s/ Edward Terino

Edward Terino
Chief Executive Officer

Dated: August 17, 2017

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Cooperation Agreement, dated August 17, 2017, between SeaChange International, Inc. and Viex Capital Advisors, LLC, Viex Opportunities Fund, LP - Series one, Viex Special Opportunities Fund II, LP, Viex GP, LLC, Viex Special Opportunities GP II, LLC and Eric Singer.
99.1	Press release issued by SeaChange International, Inc., dated August 17, 2017.

COOPERATION AGREEMENT

This Cooperation Agreement (this “**Agreement**”) is made and entered into as of August 17, 2017 by and among SeaChange International, Inc. (the “**Company**”) and the entities and natural persons set forth in the signature pages hereto (collectively, “**Viex**”) (each of the Company and Viex, a “**Party**” to this Agreement, and collectively, the “**Parties**”).

RECITALS

WHEREAS, as of the date hereof, Viex is deemed to beneficially own shares of the Company’s common stock, \$0.01 par value per share (the “**Common Stock**”), totaling, in the aggregate, 3,875,956 shares, or approximately 11.0% of the Common Stock issued and outstanding on the date hereof; and

WHEREAS, as of the date hereof, the Company and Viex have determined to come to an agreement to modify the composition of the Board of Directors of the Company (the “**Board**”) and as to certain other matters relating to, among other things, the Company’s 2018 annual meeting of stockholders (the “**2018 Annual Meeting**”), as provided in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Board Matters, Appointment of Director and Related Agreements.

(a) Appointment of the New Independent Director. Promptly following the execution of this Agreement, the Company shall take all necessary actions to appoint Mark Bonney to serve as a Class I director of the Company (the “**New Independent Director**”) with a term expiring at the 2018 Annual Meeting. As a condition to appointment of the New Independent Director the following conditions (the “**Appointment Conditions**”) shall have been satisfied with respect to such designee: (i) such person shall have been determined in good faith by the Corporate Governance and Nominating Committee of the Board and by the Board to qualify as “independent” pursuant to the Securities and Exchange Commission (“**SEC**”) and NASDAQ listing standards, to have relevant financial and business experience to serve on the Board and not to be an Affiliate or Associate of Viex (as such terms are defined in **Section 2** below), and (ii) such person shall have entered into an agreement with the Company in the form attached as **Exhibit A** hereto (the “**Director Agreement**”), pursuant to which such person agrees to (A) comply with all Company policies, procedures, processes, codes, rules, standards and guidelines applicable to all Board members, including the Company’s code of ethics and business conduct, securities trading policies, director confidentiality policies, and corporate governance guidelines; (B) preserve the confidentiality of Company business and information, including discussions of matters considered in meetings of the Board or Board committees; and (C) complete the Company’s customary director and officer questionnaire and other reasonable and customary onboarding documentation and procedures required by the Company in connection with the election or appointment of Board members, and such shall have been completed.

(b) Nomination of the New Independent Director. So long as Viex continues to beneficially own at least three percent (3%) of the then issued and outstanding Common Stock (the “**Minimum Ownership Threshold**”) and Viex shall not have been found to have materially breached its obligations pursuant to this Agreement (as determined by a court of competent jurisdiction in a final and non-appealable decision), the Board and the appropriate committee(s) of the Board shall take all necessary actions to nominate and recommend the New Independent Director for election at the 2018 Annual Meeting for a term expiring at the Company’s 2021 annual meeting of stockholders.

(c) Replacement Director. So long as Viex continues to satisfy the Minimum Ownership Threshold, and Viex shall not have been found to have materially breached its obligations pursuant to this Agreement (as determined by a court of competent jurisdiction in a final and non-appealable decision), in the event the New Independent Director is unable to serve as a director, resigns as a director or is removed prior to the termination or expiration of the Standstill Period, Viex shall have the right to recommend a replacement director to

the Board. The appointment of any such person to the Board shall be subject to approval of the Corporate Governance and Nominating Committee of the Board and the Board after exercising its fiduciary duties in good faith, which approval shall not be unreasonably withheld (any such replacement nominee appointed in accordance with the terms of this Section will be referred to herein as the “**Replacement Director**” and references herein to the “New Independent Director” shall be deemed a reference to the “Replacement Director”), and the Appointment Conditions having been satisfied with respect to the Replacement Director. In the event the Corporate Governance and Nominating Committee of the Board and the Board do not accept the Replacement Director recommended by Viex, the Parties will continue to follow the procedures of this **Section 1(c)** until a Replacement Director is appointed or elected to the Board, provided Viex continues to be eligible to appoint a Replacement Director pursuant to the first sentence of this **Section 1(c)**.

(d) Director Compensation. The Company agrees that the New Independent Director or any Replacement Director shall receive (i) the same benefits of director and officer insurance, and any indemnity and exculpation arrangements available generally to the directors on the Board, (ii) the same compensation for his service as a director as the compensation received by other non-management directors on the Board, and (iii) such other benefits on the same basis as all other non-management directors on the Board.

(e) Director Resignation. Concurrent with and as a condition to effectiveness of this Agreement, Steven Craddock shall have resigned as member of the Board, chairman of the Board and from any committees of the Board.

Section 2. Covenants.

(a) Viex agrees that it will cause its controlled Affiliates and Associates to comply with the terms of this Agreement and shall be responsible for any breach of this Agreement by any such controlled Affiliate or Associate. As used in this Agreement, the terms “Affiliate” and “Associate” shall have the respective meanings set forth in Rule 12b-2 promulgated by the SEC under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) and shall include all persons or entities that at any time during the term of this Agreement become Affiliates or Associates of any person or entity referred to in this Agreement.

(b) During the term of the Standstill Period (defined below), Viex agrees that it will appear in person or by proxy at any meeting of the Company’s stockholders and vote all shares of Common Stock of the Company beneficially owned by Viex at the meeting in favor of any proposal supported by a majority of the Board; provided, however, that Viex shall have the right to vote in accordance with the recommendation of Institutional Shareholder Services Inc. (“ISS”) and Glass, Lewis & Co. (“Glass Lewis”) with respect to any matter, other than nominees for election as directors to the Board, for which the recommendation of both ISS and Glass Lewis differs from the Board’s recommendation; provided, further, that Viex shall have the right to vote in its sole discretion with respect to any Extraordinary Transaction (as defined below) if such Extraordinary Transaction is not supported unanimously by the Board.

Section 3. Standstill Provisions.

Viex agrees that from the date of this Agreement until 11:59 p.m., Eastern Time, on August 30, 2018 (the “**Standstill Period**”), neither it nor any of its Affiliates or Associates under its control or direction will, and it will cause each of its Affiliates and Associates under its control and direction not to, directly or indirectly, in any manner:

(a) purchase or cause to be purchased or otherwise acquire or agree to acquire beneficial ownership of any Common Stock or other securities issued by the Company, or any securities convertible into or exchangeable for Common Stock, such that Viex, together with its Affiliates and Associates would, in the aggregate, beneficially own a number of shares in excess of fifteen percent (15.0%) of the then outstanding shares of Common Stock;

(b) engage in any solicitation of proxies or consents or become a “participant” in a “solicitation” (as such terms are defined in Regulation 14A under the Exchange Act) of proxies or consents, in each case, with respect to securities of the Company;

(c) form, join or in any way participate in any “partnership, limited partnership, syndicate or other group” (within the meaning of Section 13(d)(3) of the Exchange Act) with respect to the Common Stock (other than a “partnership, limited partnership, syndicate or other group” that includes all or some of the persons identified on **Exhibit B** and their Affiliates, but does not include any other entities or persons not identified on **Exhibit B** as of the date hereof);

(d) grant any proxy, consent or other authority to vote with respect to any matters (other than to the named proxies included in the Company’s proxy card for any annual meeting or special meeting of stockholders) or deposit any Common Stock in any voting trust or subject any Common Stock to any arrangement or agreement with respect to the voting of any Common Stock, other than any such voting trust, arrangement or agreement solely among the members of Viex and otherwise in accordance with this Agreement;

(e) seek, or encourage any person, to submit nominations in furtherance of a “contested solicitation” for the election or removal of directors with respect to the Company or seek, encourage or take any other action with respect to the election or removal of any directors;

(f) (A) make any proposal (binding or non-binding) for consideration by stockholders at any annual or special meeting of stockholders of the Company or participate in any proposal made by any third party, (B) conduct a referendum of stockholders, (C) make a request for any stockholder list materials or any books and records of the Company or any of the Company’s Affiliates or Associates whether pursuant to Section 220 of the Delaware General Corporation Laws or otherwise, (D) make or, other than as unanimously supported by the Board, participate in any offer or proposal (with or without conditions and whether public or private) with respect to any merger, acquisition, recapitalization, restructuring, disposition, distribution, spin-off, asset sale, joint venture or other business combination involving the Company or of any of its Affiliates (an “**Extraordinary Transaction**”), or encourage, initiate or support any other third party with respect to any of the foregoing, (E) make any public communication in opposition to any Extraordinary Transaction approved by the Board, (F) call or seek to call a special meeting of stockholders of the Company, or (G) initiate, encourage or participate in any “vote no”, “withhold” or similar campaign with respect to any annual or special meeting of the stockholders of the Company, directly or indirectly;

(g) seek, alone or in concert with others, representation on the Board or the removal of any member of the Board, except as specifically permitted in this Agreement;

(h) seek to advise, encourage, support or influence any person with respect to the voting or disposition of any securities of the Company at any annual or special meeting of stockholders;

(i) institute, solicit, assist or join, as a party, any litigation, arbitration or other proceeding against or involving the Company or any of its current or former directors or officers (including derivative actions) other than (A) litigation by Viex to enforce the provisions of this Agreement, (B) counterclaims with respect to any proceeding initiated by, or on behalf of, the Company or its Affiliates against Viex and (C) the exercise of statutory appraisal rights;

(j) disclose that Viex voted contrary to the recommendation of the Board on any matter before a meeting of stockholders of the Company, other than a vote at a meeting of stockholders of the Company in connection with an Extraordinary Transaction;

(k) authorize, solicit, pay or subsidize any third party to perform, act in concert with another person to, commit to, or agree in writing or otherwise to do, advise, assist or encourage any person in connection with, or enter into any discussions, negotiations, arrangements or understandings with any person with respect to, any act prohibited in this **Section 3**;

(l) make any request or submit any proposal to amend or waive the terms of this Agreement or take any other action regarding any of the types of matters addressed in this **Section 3** that would, or would reasonably be expected to, trigger public disclosure obligations for any Party; or

(m) disclose any intention, plan or arrangement inconsistent with any provision of this **Section 3**.

Section 4. Representations and Warranties of the Company.

The Company represents and warrants to Viex that (a) the Company has the corporate power and authority to execute this Agreement and to bind it thereto, (b) this Agreement has been duly and validly authorized, executed and delivered by the Company, constitutes a valid and binding obligation and agreement of the Company, and is enforceable against the Company in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the rights of creditors and subject to general equity principles, (c) the execution, delivery and performance of this Agreement by the Company does not and will not (i) violate or conflict with any law, rule, regulation, order, judgment or decree applicable to the Company, or (ii) result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both could constitute such a breach, violation or default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document, agreement, contract, commitment, understanding or arrangement to which the Company is a party or by which it is bound and (d) the Company has not, directly or indirectly, compensated or agreed to, and will not, compensate Steven Craddock in connection with his resignation from the Board pursuant to **Section 1(e)** with any cash, securities (including any rights or options convertible into or exercisable for or exchangeable into securities or any profit sharing agreement or arrangement), or other form of compensation directly or indirectly related to the Company. The Company is not precluded under this Section 4 from allowing the continued vesting of the Deferred Stock Units that Mr. Craddock and the other non-employee directors were granted on July 13, 2017 in accordance with past Company policy and practice.

Section 5. Representations and Warranties of Viex.

Viex represents and warrants to the Company that (a) the authorized signatory of Viex set forth on the signature page hereto has the power and authority to execute this Agreement and any other documents or agreements to be entered into in connection with this Agreement and to bind Viex thereto, (b) this Agreement has been duly authorized, executed and delivered by Viex, and is a valid and binding obligation of Viex, enforceable against Viex in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the rights of creditors and subject to general equity principles, (c) the execution of this Agreement, the consummation of any of the transactions contemplated hereby, and the fulfillment of the terms hereof, in each case in accordance with the terms hereof, will not conflict with, or result in a breach or violation of the organizational documents of Viex as currently in effect, (d) the execution, delivery and performance of this Agreement by Viex does not and will not (i) violate or conflict with any law, rule, regulation, order, judgment or decree applicable to Viex, or (ii) result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both could constitute such a breach, violation or default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document, agreement, contract, commitment, understanding or arrangement to which Viex is a party or by which it is bound, (e) as of the date of this Agreement, Viex is deemed to beneficially own in the aggregate 3,875,956 shares of the Common Stock issued and outstanding on the date hereof, (f) as of the date hereof, Viex does not currently have, and does not currently have any right to acquire or any interest in any other securities of the Company (or any rights, options or other securities convertible into or exercisable or exchangeable (whether or not convertible, exercisable or exchangeable immediately or only after the passage of time or the occurrence of a specified event) for such securities or any obligations measured by the price or value of any securities of the Company or any of its controlled Affiliates, including any swaps or other derivative arrangements designed to produce economic benefits and risks that correspond to the ownership of Common Stock, whether or not any of the foregoing would give rise to beneficial ownership (as determined under Rule 13d-3 promulgated under the Exchange Act), and whether or not to be settled by delivery of Common Stock, payment of cash or by other consideration, and without regard to any short position under any such contract or arrangement) and (g) Viex has not, directly or indirectly, compensated or agreed to, and

will not, compensate the New Independent Director for his respective service as a director of the Company with any cash, securities (including any rights or options convertible into or exercisable for or exchangeable into securities or any profit sharing agreement or arrangement), or other form of compensation directly or indirectly related to the Company or its securities.

Section 6. Public Disclosure.

Promptly following the execution of this Agreement, the Company shall issue a mutually agreeable press release (the "**Press Release**"), the Company shall file a Current Report on Form 8-K and Viex shall file an amendment on Schedule 13D. Prior to the issuance of the Press Release and subject to the terms of this Agreement, neither party shall otherwise issue a press release or public announcement regarding this Agreement or the matters contemplated hereby without the prior written consent of the other Party. During the Standstill Period, neither the Company nor Viex shall make any public announcement or statement that is inconsistent with or contrary to the statements made in the Press Release, except (a) as required by law or the rules of any stock exchange (and, in any event, each Party will provide the other Party, prior to making any such public announcement or statement, a reasonable opportunity to review and comment on such disclosure, to the extent reasonably practicable under the circumstances, and each Party will consider any comments from the other in good faith), (b) with the prior written consent of the other Party, or (c) otherwise in accordance with this Agreement.

Section 7. Expenses.

Each Party shall be responsible for its own fees and expenses in connection with the negotiation and execution of this Agreement and the transactions contemplated hereby; provided, however, that the Company shall promptly reimburse Viex for its reasonable, documented out-of-pocket fees and expenses of its outside legal counsel incurred in connection with the negotiation and execution of this Agreement and the transactions contemplated hereby in an amount not to exceed in the aggregate \$50,000.

Section 8. Specific Performance.

Each of Viex, on the one hand, and the Company, on the other hand, acknowledges and agrees that irreparable injury to the other Party hereto would occur in the event any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and that such injury may not be adequately compensable by the remedies available at law (including the payment of money damages). It is accordingly agreed that Viex (or any of the entities and natural persons listed in the signature pages hereto), on the one hand, and the Company, on the other hand (the "**Moving Party**"), shall each be entitled to specific enforcement of, and injunctive relief to prevent any violation of, the terms hereof without the necessity of posting bond or other security, and the other Party hereto will not take action, directly or indirectly, in opposition to the Moving Party seeking such relief on the grounds that any other remedy or relief is available at law or in equity. This **Section 8** is not the exclusive remedy for any violation of this Agreement.

Section 9. Severability.

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. It is hereby stipulated and declared to be the intention of the Parties that the Parties would have executed the remaining terms, provisions, covenants and restrictions without including any of such which may be hereafter declared invalid, void or unenforceable. In addition, the Parties agree to use their best efforts to agree upon and substitute a valid and enforceable term, provision, covenant or restriction for any of such that is held invalid, void or enforceable by a court of competent jurisdiction.

Section 10. Notices.

Any notices, consents, determinations, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending Party); (iii) upon receipt, when sent by e-mail to the e-mail address for a Party set forth below; or (iv) one (1) business day after deposit with a nationally recognized overnight delivery service, in each case properly addressed to the Party to receive the same. The addresses and facsimile numbers for such communications shall be:

If to the Company:

SeaChange International, Inc.
50 Nagog Park
Acton, Massachusetts 01720
Attention: Edward Terino
Telephone: (978) 897-0100
Email: ed.terino@schange.com

With a copy to (which shall not constitute notice) to:

SeaChange International, Inc.
50 Nagog Park
Acton, Massachusetts 01720
Attention: David McEvoy
Telephone: (978) 897-0100
Email: dave.mcevoy@schange.com

If to Viex or any member thereof:

Viex Capital Advisors, LLC
825 Third Avenue, 33rd Floor
New York, New York 10022
Attention: Eric Singer
Telephone: (212) 752-5750
Email: singer@viexcapital.com

With a copy (which shall not constitute notice) to:

Olshan Frome Wolosky LLP
1325 Avenue of the Americas
New York, NY 10019
Attention: Steve Wolosky, Esq.
Telephone: (212) 451-2333
Facsimile: (212) 451-2222
Email: swolosky@olshanlaw.com

Section 11. Applicable Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without reference to the conflict of laws principles thereof. Each of the Parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by the other Party hereto or its successors or assigns, shall be brought and determined exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware). Each of the Parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement in any court other than the aforesaid courts. Each of the Parties hereto hereby irrevocably waives, and agrees not to assert in any action or proceeding with respect to this Agreement, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason, (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) to the fullest extent permitted by applicable legal requirements, any claim that (A) the suit, action or proceeding in such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

Section 12. Waiver of Jury Trial.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 13. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Party (including by means of electronic delivery or facsimile).

Section 14. Mutual Non-Disparagement.

Subject to applicable law, each of the Parties covenants and agrees that, during the Standstill Period or if earlier, until such time as the other Party or any of its agents, subsidiaries, affiliates, successors, assigns, officers, key employees or directors shall have breached this Agreement not cured on reasonable written notice or which, if cured, recurs, neither it nor any of its respective agents, subsidiaries, affiliates, successors, assigns, officers, key employees or directors, shall (a) in any way publicly criticize, disparage, call into disrepute, comment negatively on or otherwise defame or slander any other Party or any such other Party's subsidiaries, affiliates, successors, assigns, current or former officers, current or former directors or employees, or any of their businesses, products or services, or (b) authorize, solicit, pay or subsidize any third party to perform, act in concert with another person to, commit to, or agree in writing or otherwise to do, advise, assist or encourage any person in connection with, or enter into any discussions, negotiations, arrangements or understandings with any person with respect to, any act prohibited by this Section. Notwithstanding the foregoing, nothing in this Section shall be deemed to prevent any Party from complying with a request for information from any governmental authority with jurisdiction over the Party from whom information is sought, provided that, solely in the case of any disclosure that is proposed or required to appear in any required disclosure relating thereto, such Party must provide written notice, to the extent legally permissible and practicable under the circumstances, to the other Party prior to making any such public disclosure and reasonably consider any comments of such other Party.

Section 15. Confidentiality.

Viex (with respect to itself and its Affiliates and Associates) hereby agrees, and the New Independent Director, and any Replacement Director, shall agree, that during such term as a member of the Board and thereafter, such person will not, without the prior written consent of the Company, for any reason divulge to any third-party or use for his, her or its own benefit, or for any purpose other than the exclusive benefit of the Company, any information that would reasonably be deemed to be confidential information of the Company or its Affiliates, including any confidential information of a third party made available to the Company or its Affiliates. Notwithstanding the foregoing, if any such person is compelled to disclose such confidential information by court order or other legal process, to the extent permitted by applicable law, such person shall promptly so notify the Company so that it may seek a protective order or other assurance that confidential treatment of such confidential information shall be afforded, and such person shall reasonably cooperate with the Company in connection therewith. If any such person is so obligated by court order or other legal process to disclose any such confidential information, such person will disclose only the minimum amount of such confidential information as is necessary for such person to comply with such court order or other legal process.

Section 16. Entire Agreement; Amendment and Waiver; Successors and Assigns; Third Party Beneficiaries

This Agreement contains the entire understanding of the Parties hereto with respect to this subject matter. There are no restrictions, agreements, promises, representations, warranties, covenants or undertakings between the Parties other than those expressly set forth herein. No modifications of this Agreement can be made except in writing signed by an authorized representative of each the Company and Viex. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law. The terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective successors, heirs, executors, legal representatives, and permitted assigns. No Party shall assign this Agreement or any rights or obligations hereunder without, with respect to any member of Viex, the prior written consent of the Company, and with respect to the Company, the prior written consent of Viex. This Agreement is solely for the benefit of the Parties hereto and is not enforceable by any other persons, other than the provisions of **Section 14** for which the persons specified therein are intended third party beneficiaries of such provisions and shall have all legal right and standing to enforce such provisions directly.

Section 17. Construction.

When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement, unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" and "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "will" shall be construed to have the same meaning as the word "shall." The words "dates hereof" will refer to the date of this Agreement. The word "or" is not exclusive. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Any agreement, instrument, law, rule or statute defined or referred to herein means, unless otherwise indicated, such agreement, instrument, law, rule or statute as from time to time amended, modified or supplemented.

Each of the Parties acknowledges that it has been represented by counsel of its choice throughout all negotiations that have preceded the execution of this Agreement, and that it has executed the same with the advice of said counsel. Each Party and its counsel cooperated and participated in the drafting and preparation of this Agreement and the documents referred to herein, and any and all drafts relating thereto exchanged among the Parties shall be deemed the work product of all Parties and may not be construed against any Party by reason of its drafting or preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against any Party that drafted or prepared it is of no application and is hereby expressly waived by each of the Parties, and any controversy over interpretations of this Agreement shall be decided without regard to events of drafting or preparation.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this Cooperation Agreement has been duly executed and delivered by the duly authorized signatories of the Parties as of the date hereof.

SEACHANGE INTERNATIONAL, INC.

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

[Signature Page to Cooperation Agreement]

VIEX OPPORTUNITIES FUND, LP – SERIES ONE

By: VIEX GP, LLC
General Partner

By: /s/ Eric Singer
Name: Eric Singer
Title: Managing Member

VIEX GP, LLC

By: /s/ Eric Singer
Name: Eric Singer
Title: Managing Member

VIEX CAPITAL ADVISORS, LLC

By: /s/ Eric Singer
Name: Eric Singer
Title: Managing Member

[Signature Page to Cooperation Agreement]

VIEX SPECIAL OPPORTUNITIES FUND II, LP

By: VIEX Special Opportunities GP II, LLC
General Partner

By: /s/ Eric Singer
Name: Eric Singer
Title: Managing Member

VIEX SPECIAL OPPORTUNITIES GP II, LLC

By: /s/ Eric Singer
Name: Eric Singer
Title: Managing Member

/s/ Eric Singer
ERIC SINGER

[Signature Page to Cooperation Agreement]

EXHIBIT A

Director Agreement

Agreement, dated as of August 17, 2017 (the “**Director Agreement**”), by and between SeaChange International, Inc. (the “**Company**”) and Mark Bonney (“**Mr. Bonney**”) (each of the Company and Mr. Bonney, a “**Party**” to this Director Agreement, and collectively, the “**Parties**”);

WHEREAS, as of the date hereof, the Company has entered into a Cooperation Agreement (the “**Cooperation Agreement**”) with Eric Singer, Viex Capital Advisors, LLC and the other parties set forth on the signature pages thereto;

WHEREAS, pursuant to the Cooperation Agreement, execution of this Agreement by Mr. Bonney is a condition precedent to the appointment to Mr. Bonney to the Company’s board of directors (the “**Board**”);

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. Mr. Bonney hereby agrees to (A) comply with all Company policies, procedures, processes, codes, rules, standards and guidelines applicable to all Board members, including the Company’s code of ethics and business conduct, securities trading policies, director confidentiality policies, and corporate governance guidelines; (B) preserve the confidentiality of Company business and information, including discussions of matters considered in meetings of the Board or Board committees; and (C) complete the Company’s customary director and officer questionnaire and other reasonable and customary onboarding documentation and procedures required by the Company in connection with the election or appointment of Board members.

2. This Director Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without reference to the conflict of laws principles thereof. Capitalized terms used herein that are not otherwise defined shall have the meaning set forth in the Cooperation Agreement. Sections 8-17 of the Cooperation Agreement are hereby incorporated by reference herein, mutatis mutandis.

IN WITNESS WHEREOF, this Director Agreement has been duly executed and delivered by the undersigned as the date first above written.

SEACHANGE INTERNATIONAL, INC.

By: _____
Name: Edward Terino
Title: Chief Executive Officer

Mark Bonney, Individually

EXHIBIT B

Viex Opportunities Fund, LP – Series One
Viex Special Opportunities Fund II, LP
Viex GP, LLC
Viex Special Opportunities GP II, LLC
Viex Capital Advisors, LLC
Eric Singer

Contact: Investors
Mary T. Conway
Conway Communications
+781-772-1679
marytconway@comcast.net

SEACHANGE ENHANCES BOARD OF DIRECTORS

**Adds Two New Directors to Board, Names New Board Chair,
and Reaches Agreement with Large Shareholder**

ACTON, MA. (August 17, 2017) –[SeaChange International, Inc.](#) (NASDAQ: SEAC), announced today that it has taken significant actions to strengthen its Board of Directors in response to shareholder feedback, including adding two new directors and naming a new Board Chair. As part of these actions, Mark Bonney, an independent director with substantial experience in turn-around and merger and acquisition situations, has been appointed to the Board effective immediately, pursuant to the terms of a cooperation agreement entered into with one of SeaChange’s largest shareholders, VIEX Capital Advisors. Andy Sriubas, an experienced strategist and commercial expert in media and technology, has also been appointed to the board effective immediately. William Markey has been named Chairman of the Board and Steven Craddock has decided to retire from the Board.

Mr. Markey stated, “We are very pleased to have strengthened our board with the addition of Mark and Andy, both of whom bring skillsets that we believe will be important to enabling SeaChange to continue its transformation and growth within the evolving media marketplace. Being responsive to our shareholders is important, and I appreciate that we have developed a constructive relationship with Eric Singer at VIEX as part of this effort. We appreciate his support as we move forward with a shared vision for executing on the company’s strategy to maximize shareholder value, which we believe will be facilitated by these board changes. At the same time, we are grateful to Steve for his five-years of service on the board of SeaChange, and his many contributions in assisting in the company’s progress.”

Added Mr. Singer, “I believe the actions the SeaChange board has taken around reconstitution will ensure the best governance framework to support the company’s progress in achieving higher value for all shareholders.”

(more)

**SEACHANGE.PRESS RELEASE**

Mr. Bonney, whose appointment will be presented to shareholders for a vote at the company's 2018 annual meeting of stockholders next year, brings more than 35 years of senior financial and operational experience with middle-market high tech companies in the U.S. and abroad. At Black & Decker, and later with Zygo, Axsys and Direct Brands, he held financial and management roles leading up to Chief Financial Officer and President and Chief Operating Officer. He has served as a director of Axsys, American Bank Note Holographics, Threecore, Inc, ASearch LLC, Sigma Designs, Zix Corporation and most recently, as President, CEO and a director of MRV Communications until its sale in August 2017. He is Chairman Emeritus of the board of the Community Health Center, Inc., in Connecticut, and founded and served as former Chairman of the Angel Investor Forum. Mr. Bonney holds a BS degree in Business Administration from Central Connecticut State College and an MBA in Finance from the University of Hartford.

Mr. Sriubas' appointment will be presented to shareholders for a vote at the company's annual meeting in 2019. Andy has been an advisor to the SeaChange board since May 2016, and has chaired the company's Advisory Board that works with the management team on strategic and technology matters. He began his career with Citibank in media and tech investment banking, and held more senior investment banking roles at other firms including Donaldson Lufkin Jenrette, UBS, and JP Morgan, before joining Sonifi as Chief Strategist and Head of Corporate Development. He presently serves as Chief Commercial Officer of Outfront Media, the largest out-of-home advertising company in the U.S. He is a member of the Advisory Committee of Palisades Growth Capital, and also serves as an advisor to Secure Mobile Contact System Co. and Tout Inc. He is also a director of the Jack Kemp Foundation. Mr. Sriubas holds a BS in Finance from the Carroll School of Management at Boston College.

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 nearly 25 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.

(more)

**SEACHANGE.PRESS RELEASE****Safe Harbor Provision**

Any statements contained in this press release that do not describe historical facts are neither promises nor guarantees and may constitute “forward-looking statements” as that term is defined in the U.S. Private Securities Litigation Reform Act of 1995. Such forward-looking statements may include words such as “may,” “might,” “will,” “should,” “expects,” “plans,” “anticipates,” “believes,” “estimates,” “predicts,” “potential” or “continue,” the negative of these terms and other comparable terminology. Reference is made in particular to our statements about the Company’s transformational efforts, the Company’s strategy to drive value and the matters to be presented to at the Company’s 2018 and 2019 annual meeting of stockholders. Any such forward-looking statements contained herein are based on current assumptions, estimates and expectations, but are subject to a number of known and unknown risks and significant business, economic and competitive uncertainties that may cause actual results to differ materially from expectations. Numerous factors could cause actual future results to differ materially from current expectations expressed or implied by such forward-looking statements. These risks and other risk factors that could cause actual results to differ from those anticipated are detailed in various publicly available documents filed by the Company from time to time with the Securities and Exchange Commission (SEC), which are available at www.sec.gov, including but not limited to, such information appearing under the caption “Risk Factors” in the Company’s Annual Report on Form 10-K filed with the SEC on April 17, 2017. Any forward-looking statements should be considered in light of those risk factors. The Company cautions readers not to rely on any such forward-looking statements, which speak only as of the date they are made. The Company disclaims any intent or obligation to publicly update or revise any such forward-looking statements to reflect any change in Company expectations or future events, conditions or circumstances on which any such forward-looking statements may be based, or that may affect the likelihood that actual results may differ from those set forth in such forward-looking statements.

—end—