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

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**FORM 8-K**

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

**Date of Report (Date of earliest event reported): June 13, 2022**

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**SEACHANGE INTERNATIONAL, INC.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-38828**  
(Commission  
File Number)

**04-3197974**  
(IRS Employer  
Identification No.)

**177 Huntington Avenue, Suite 1703  
PMB 73480  
Boston, MA 02115**  
(Address of principal executive offices and zip code)

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

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

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

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

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

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
<b>Common Stock, \$0.01 Par Value</b>	<b>SEAC</b>	<b>The Nasdaq Global Select Market</b>

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

Emerging growth company

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

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**Item 1.01. Entry into a Material Agreement.**

The disclosure set forth below under Item 1.02 of this Current Report on Form8-K is incorporated by reference herein.

**Item 1.02. Termination of a Material Definitive Agreement.**

As previously disclosed, on December 22, 2021, SeaChange International, Inc., a Delaware corporation (“SeaChange”), and Triller Hold Co LLC, a Delaware limited liability company (“Triller”), entered into an Agreement and Plan of Merger (as amended, the “Merger Agreement”) pursuant to which Triller would be merged with and into SeaChange, and the separate existence of Triller would cease, with SeaChange continuing as the surviving corporation.

On June 13, 2022, SeaChange and Triller entered into a Termination Agreement and Release (the “Termination Agreement”) pursuant to which SeaChange and Triller mutually agreed to terminate the Merger Agreement. Each party will bear its own costs and expenses in connection with the terminated transaction, and neither party will pay a termination fee to the other in connection with the terminated transactions. The Termination Agreement also contains mutual releases, whereby each party releases the other from any claims of liability relating to the transactions contemplated by the Merger Agreement.

The foregoing descriptions of the Merger Agreement and the Termination Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the Merger Agreement, including two amendments to the Merger Agreement, which are attached hereto as Exhibits 2.1, 2.2, and 2.3 and are incorporated by reference herein, and the full text of the Termination Agreement, which is attached hereto as Exhibit 10.1 and is incorporated by reference herein.

**Item 7.01. Regulation FD Disclosure.**

On June 14, 2022, SeaChange issued a press release announcing the termination of the Merger Agreement. A copy of that press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The information set forth in this Item 7.01 (including the information in Exhibit 99.1 attached hereto) is being furnished to the Securities and Exchange Commission (the “SEC”) and is not deemed to be “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to liability under the Exchange Act. Such information shall not be incorporated by reference into any registration statement or other document filed under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

The following Exhibit is attached to this report:

<b>Exhibit No.</b>	<b>Description</b>
2.1	<a href="#"><u>Agreement and Plan of Merger, dated December 22, 2021, by and between SeaChange International, Inc. and Triller Hold Co LLC (filed as Exhibit 2.1 to SeaChange’s Current Report on Form 8-K previously filed on December 22, 2021 with the SEC and incorporated herein by reference).</u></a> *
2.2	<a href="#"><u>First Amendment, dated as of February 21, 2022, to Agreement and Plan of Merger, dated December 22, 2021, by and between SeaChange International, Inc. and Triller Hold Co LLC (filed as Exhibit 2.2 to SeaChange’s Annual Report on Form 10-K previously filed on April 8, 2022 with the SEC and incorporated herein by reference).</u></a>
2.3	<a href="#"><u>Second Amendment to Agreement and Plan of Merger, dated April 14, 2022, by and between SeaChange International, Inc. and Triller Hold Co LLC (filed as Exhibit 2.1 to SeaChange’s Current Report on Form 8-K previously filed on April 15, 2022 with the SEC and incorporated herein by reference).</u></a>
10.1	<a href="#"><u>Termination Agreement and Release, dated June 13, 2022, by and between SeaChange International, Inc. and Triller Hold Co LLC.</u></a>
99.1	<a href="#"><u>Press release issued by SeaChange International, Inc., dated June 14, 2022.</u></a>

\* The schedules and exhibits to the Agreement and Plan of Merger have been omitted from this filing pursuant to Item 601(a)(5) of Regulation S-K. Registrant will furnish copies of such schedules to the SEC upon request by the SEC.

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**SIGNATURE**

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

**SEACHANGE INTERNATIONAL, INC.**

by: /s/ Michael D. Prinn

Michael D. Prinn

*Chief Financial Officer, Executive Vice President and Treasurer*

Dated: June 14, 2022

**TERMINATION AGREEMENT AND RELEASE**

This TERMINATION AGREEMENT AND RELEASE (this “**Termination Agreement**”) is made as of June 13, 2022 (the “**Effective Date**”), by and between **SEACHANGE INTERNATIONAL, INC.**, a Delaware corporation (“**Buyer**”), and **TRILLER HOLD CO LLC**, a Delaware limited liability company (the “**Company**”). Each of Buyer and the Company is referred to herein as a “**Party**,” and they are collectively referred to herein as the “**Parties**.”

WHEREAS, Buyer and the Company are parties to that certain Agreement and Plan of Merger, dated as of December 22, 2021 and amended as of February 21, 2022 and April 14, 2022 (as amended, the “**Merger Agreement**”; capitalized terms not otherwise defined in this Termination Agreement shall have the meaning ascribed to them in the Merger Agreement);

WHEREAS, each of Buyer and the Company has respectively determined, of its own accord, that mutual termination of the Merger Agreement is appropriate, pursuant to Section 9.1(a) of the Merger Agreement, which provides that the Merger Agreement “may be terminated . . . by mutual written consent of Buyer and the Company”; and

WHEREAS, the Parties have therefore agreed to enter into this Termination Agreement to reflect their mutual consent to terminate the Merger Agreement according to the terms and in consideration of the mutual promises set forth below.

NOW, THEREFORE, in consideration of the promises herein made and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. Consent to Terminate the Merger Agreement**

- 1.1 **Buyer’s Consent**. Pursuant to Section 9.1(a) of the Merger Agreement, Buyer hereby consents (i) to the termination of the Merger Agreement and any and all of the Contemplated Transactions, and (ii) agrees that the Company shall have no obligation arising, directly or indirectly, from the Merger Agreement or the Contemplated Transactions except as specified in this Termination Agreement or Section 9.3(a) of the Merger Agreement.
- 1.2 **Company’s Consent**. Pursuant to Section 9.1(a) of the Merger Agreement, the Company hereby (i) consents to the termination of the Merger Agreement and any and all of the Contemplated Transactions, and (ii) agrees that Buyer shall have no obligation arising, directly or indirectly, from the Merger Agreement or the Contemplated Transactions except as specified in this Termination Agreement or Section 9.3(a) of the Merger Agreement.

2. **Releases.**

- 2.1 **Buyer's Release of the Company.** Upon the Effective Date of this Termination Agreement, and for good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, Buyer, on behalf of itself and its respective present or former assignees, affiliates, administrators, executors, predecessors, successors, subsidiaries, corporate parents, related companies or entities, members, partners, and present and/or former officers, directors, shareholders, employees, members, managers, agents, representatives, attorneys, heirs, assigns, accountants, auditors, experts, consultants, and/or insurers (collectively, the "**Buyer Releasers**"), forever and fully discharge and release the Company and its respective present or former assignees, affiliates, administrators, executors, predecessors, successors, subsidiaries, corporate parents, related companies or entities, members, partners, and present and/or former officers, directors, shareholders, employees, members, managers, agents, representatives, attorneys, heirs, assigns, accountants, auditors, experts, consultants, and/or insurers (collectively, the "**Company Releasees**"), from any and all actions, causes of action, suits, lawsuits, debts, dues, fees, Expenses, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, judgments, executions, claims or demands, and all other proceedings whatsoever, whether in law or in equity, known or unknown, foreseen or unforeseen, that arise out of, or are related or connected in any way to, or are based upon facts, matters or occurrences, representations or omissions related in any way to, or any other correspondence or documentation in connection with, the Merger Agreement, the Merger, the Contemplated Transactions, or otherwise, and which any of the Buyer Releasers ever had, now has, or hereafter can, shall, or may have against the Company Releasees from the beginning of the world to the Effective Date of this Termination Agreement; provided, however, that the Buyer Releasers do not release, and expressly preserve, any and all claims that may arise against the Company Releasees relating to or involving a breach of this Termination Agreement.
- 2.2 **The Company's Release of Buyer.** Upon the Effective Date of this Termination Agreement, and for good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, the Company, on behalf of itself and its respective present or former assignees, affiliates, administrators, executors, predecessors, successors, subsidiaries, corporate parents, related companies or entities, members, partners, and present and/or former officers, directors, shareholders, employees, members, managers, agents, representatives, attorneys, heirs, assigns, accountants, auditors, experts, consultants, and/or insurers (collectively, the "**Company Releasers**"), forever and fully discharge and release Buyer and any of its respective present or former assignees, affiliates, administrators, executors, predecessors, successors, subsidiaries, corporate parents, related companies or entities, members, partners, and present and/or former officers, directors, shareholders, employees, members, managers, agents, representatives, attorneys, heirs, assigns, accountants, auditors, experts, consultants, and/or insurers (collectively, the "**Buyer Releasees**"), from any and all actions, causes of action, suits, lawsuits, debts, dues, fees, Expenses, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, judgments, executions, claims or demands, and all other proceedings whatsoever, whether in law or in equity, known or unknown, foreseen or unforeseen, that arise out of, or are related or connected in any way to, or are based upon facts, matters or occurrences, representations or omissions related in any way to, or any other correspondence or documentation in connection with, the Merger Agreement, the Merger, the Contemplated Transactions, or otherwise, and which any of the Company Releasers ever had, now has, or hereafter can, shall, or may have against the Buyer Releasees from the beginning of the world to the Effective Date of this Termination Agreement; provided, however, that the Company Releasers do not release, and expressly preserve, any and all claims that may arise against the Buyer Releasees relating to or involving a breach of this Termination Agreement.

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**3. Costs Associated with the Merger Agreement.**

Each Party understands and agrees that it shall bear its own costs and attorneys' fees incurred in connection with the Merger Agreement, the Merger, and/or the Contemplated Transactions, with no Expenses or Termination Fee to be paid by either Party to the other.

**4. Representations and Warranties.**

4.1 Each of the Parties represents and warrants that: (i) it has been represented by independent legal counsel of its own choice throughout all of the negotiations that preceded the execution of this Termination Agreement; (ii) each Party has read this Termination Agreement and knows and understands its contents; and (iii) this Termination Agreement has been voluntarily and freely entered into by each Party.

4.2 Each of the Parties represents and warrants that it is the owner of all rights and claims being discharged or released herein and that no portions of those rights have been assigned or transferred to any other person or entity. Each of the Parties hereto further represents and warrants that it is not subject to any statutory or contractual obligation that may make unlawful the execution of this Termination Agreement.

**5. Notices.**

All notices, consents, waivers or other communications given under this Termination Agreement shall be in writing, with a copy provided by email, and shall be deemed duly given if delivered by hand or if sent by a nationally recognized courier service with guaranteed overnight, service charges prepaid, or by registered or certified mail, postage prepaid, return receipt requested, or by telegram, telex, or facsimile to the below stated addresses. Notices shall be deemed to have been given as of the date received in the case of personal delivery, or on the date shown on the receipt or confirmation therefore in all other cases. Any of the Parties may change their address for the purpose of notice by giving like notice in accordance with this Paragraph. Any notice desired or required to be given hereunder shall be given as follows:

if to Buyer:

SeaChange International, Inc.  
177 Huntington Avenue, Suite 1703 PMB  
73480  
Boston, Massachusetts 02115  
Attention: Peter Aquino  
Email: pa411@schange.com

if to the Company:

Triller Hold Co LLC  
2121 Avenue of the Stars, Suite 2350  
Los Angeles, CA 90067  
Attention: General Counsel  
Email: dtraub@triller.co

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

K&L Gates LLP  
599 Lexington Avenue  
New York, NY 10022  
Attention: Robert S. Matlin, Esq., and  
Jonathan M. Barron, Esq.

Email: Robert.Matlin@klgates.com  
jonathan.barron@klgates.com

**6. Applicable Law; Exclusive Jurisdiction.**

- 6.1 Each of the Parties agrees that this Termination Agreement and any disputes arising out of or related in any way to this Termination Agreement (whether in contract or in tort or otherwise) shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without reference to choice of law principles.
- 6.2 Each of the Parties (a) agrees that any dispute arising out of, or related in any way to, this Termination Agreement must be brought solely and exclusively in the Court of Chancery of the State of Delaware or, to the extent such court does not have subject matter jurisdiction, the United States District Court for the District of Delaware or, to the extent that neither of the foregoing courts has jurisdiction, the Superior Court of the State of Delaware; (b) waives any objection to laying venue in any such action or proceeding in such courts; (c) waives any objection that such courts are an inconvenient forum or do not have jurisdiction over any Party; (d) agrees that service of process upon such party in any such action or proceeding shall be effective if notice is given in accordance with Section 5 of this Agreement; and (e) to the extent permitted by applicable Law, irrevocably and unconditionally waives the right to trial by jury.

**7. Non-disparagement.**

Each of the Parties agrees not to make any defamatory, libelous, or slanderous remarks about any of the other Parties, their officers, directors, employees, agents, representatives, attorneys, subsidiaries, related companies, and any of the successors in interest or assigns of any of them, and any person or entity acting or purporting to act on their behalf or under any of their direction and/or control relating to the Merger Agreement, this Termination Agreement, the negotiations thereof, and or/ their business to any third parties.

**8. Mutual Press Release.**

Any press release relating to this Termination Agreement shall be a joint press release issued by the Company and Buyer and thereafter Buyer and the Company shall consult with each other before issuing any further public statements or press release(s) regarding the Termination Agreement.

**9. Heirs and Successors Bound; No Third-Party Beneficiaries**

This Termination Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective parent companies, shareholders, partners, owners, affiliates, heirs, successors and assigns, and any corporation, partnership or other entity into or with which any Party hereto may merge, consolidate or reorganize. Nothing in this Termination Agreement is intended to benefit any third party, or create any third party beneficiary.

**10. Entire Agreement.**

This Termination Agreement constitutes a single integrated contract expressing the entire agreement of termination and release among the Parties. There are no other agreements, written or oral, express or implied, between the Parties hereto expanding or modifying the terms of this Termination Agreement, concerning the subject matter hereof.

**11. Enforceability.**

If any term or provision of this Termination Agreement shall be found to be illegal or unenforceable, then, notwithstanding any such illegality or unenforceability, this Termination Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.

**12. Severability.**

In the event that any provision, condition, or covenant herein contained is held to be invalid, unenforceable, or void by any court of competent jurisdiction for any reason whatsoever, each such provision, condition, or covenant shall be deemed severable from the remainder of this Termination Agreement and shall in no way affect the validity of any other provision, condition, or covenant contained herein. If such condition, covenant or other provision shall be deemed invalid due to scope or breadth, such provisions shall be deemed valid to the extent of the scope or breadth permitted by law.

**13. Waiver and Amendment.**

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. This Termination Agreement may be amended only by a written agreement executed by the Parties hereto.

**14. Construction.**

This Termination Agreement will be interpreted according to its fair meaning, and not for or against any Party to this Termination Agreement. This Termination Agreement shall be deemed to have been written jointly by the Parties and shall not be construed against the interests of any Party by reason of such Party or its representatives having drafted it or any portion of it. The captions of the sections of this Termination Agreement are for the assistance of the Parties only and are not to be construed in any way as a part of this Termination Agreement.

**15. Execution of Agreement and Counterparts.**

- 15.1 Each of the Parties agrees that this Termination Agreement may be signed in one or more counterparts and that it shall be fully executed when signed by all Parties whether the signatures of all Parties appear on the original or one or more copies of this Termination Agreement.
- 15.2 Each of the Parties further agrees that an original signature of each Party to this Termination Agreement is not necessary to enforce this Termination Agreement. Signatures transmitted via facsimile or PDF shall have the same force and effect as the originals.

**16. Section 1542 of the California Civil Code.**

This Termination Agreement includes a general release. The Parties hereby certify that they have read Section 1542 of the California Civil Code set out below and indicate that fact by signing this Termination Agreement:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding the provisions of § 1542 of the California Civil Code and for the purpose of implementing a full and complete release and discharge of claims, except as otherwise set forth herein, the parties expressly waive and relinquish all rights and benefits afforded by § 1542 of the California Civil Code and any other similar statute of any other state and do so understanding and acknowledging the significance of such specific waiver of § 1542. Thus, the parties acknowledge that, except for those claims not covered by or that are excluded from the releases in Paragraphs 2.1 and 2.2, this Termination Agreement includes in its effect all matters released in Paragraphs 2.1 and 2.2. above that the parties may not know or suspect to exist in their favor at the time of execution hereof, and that this Termination Agreement provides for the extinguishment of any such claim.

[SIGNATURE PAGES FOLLOW.]

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IN WITNESS WHEREOF, the Parties hereto have caused this Termination Agreement to be executed by each of them or their duly authorized representative as of the date first above written.

**BUYER**

**SEACHANGE INTERNATIONAL, INC.**

By: /s/ Peter Aquino  
Name: Peter Aquino  
Title: President & CEO

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**COMPANY**

**TRILLER HOLD CO LLC**

By: /s/ Mahi de Silva

Name: Mahi de Silva

Title: CEO



### SeaChange and Triller Mutually Agree to Terminate Proposed Merger

**Boston, MA and Los Angeles, CA – June 14, 2022 – SeaChange International, Inc. (NASDAQ: SEAC)**, (“SeaChange” or the “Company”) a leading provider of video delivery, advertising, streaming platforms, and emerging FAST (Free Ad-Supported Streaming TV services) development, and Triller Hold Co LLC (“**Triller**”), the AI-powered open garden technology platform for creators, have mutually agreed to terminate their proposed merger that was contemplated by the agreement and plan of merger they signed on December 22, 2021 (the “Merger Agreement”).

The parties have mutually agreed to terminate the Merger Agreement today, as it is no longer possible to complete the merger prior to its termination date of June 30, 2022. The parties have also decided not to seek an extension to the Merger Agreement. The termination is effective immediately.

#### **About SeaChange International, Inc.**

SeaChange International, Inc. (NASDAQ: SEAC) provides first-class video streaming, linear TV, and video advertising technology for operators, content owners, and broadcasters globally. The SeaChange technology enables operators, broadcasters, and content owners to cost-effectively launch and grow premium linear TV and direct-to-consumer streaming services to manage, curate, and monetize their content. SeaChange helps protect existing and develop new and incremental advertising revenues for traditional linear TV and streaming services with its unique advertising technology. SeaChange enjoys a rich heritage of nearly three decades of delivering premium video software solutions to its global customer base.

#### **About Triller**

Triller is the globally popular AI-powered social media and music discovery experience that allows users to create professional-looking videos in a matter of seconds. Pick a song, select the portion of the song you want to use, snap a few takes, and with the tap of a button, you have a celebrity-quality music video starring you and your friends. Triller relies solely on organic growth and has more than 350 million downloads, with celebrities like Alicia Keys, Cardi B, Marshmello, Roddy Ricch, and Eminem regularly using the app to create their music videos. For more information, visit [www.triller.co](http://www.triller.co) and follow @triller on Instagram.

#### **Safe Harbor Provision**

Certain statements in this press release may constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, as amended to date. Forward-looking statements can be identified by words such as “may,” “might,” “will,” “should,” “could,” “expects,” “plans,” “anticipates,” “believes,” “seeks,” “intends,” “estimates,” “predicts,” “potential” or “continue,” the negative of these terms and other comparable terminology. Examples of forward-looking statements include, among others, statements we make regarding the Company’s ability to leverage our platform to work towards sustainable profitable growth and look to gain scale, and other statements that are not purely statements of historical fact. These forward-looking statements are made on the basis of the current beliefs, expectations and assumptions of the management of the Company and are subject to a number of known and unknown risks and significant business, economic and competitive uncertainties that could cause actual results to differ materially from what may be expressed or implied in these forward-looking statements. Risks that could cause actual results to differ

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include, but are not limited to: the impact of COVID-19 on our business and the economies in which we operate; the impact of the ongoing conflict in Ukraine on our business; the continued spending by the Company's customers on video solutions and services and expenses we may incur in fulfilling customer arrangements; the manner in which the multiscreen video and over-the-top markets develop; the Company's ability to compete in the software marketplace; the loss of or reduction in demand, or the return of product, by one of the Company's large customers or the failure of revenue acceptance criteria in a given fiscal quarter; the cancellation or deferral of purchases of the Company's products; any decline in demand or average selling prices for our products and services; failure to achieve our financial forecasts due to inaccurate sales forecasts or other factors, including due to expenses we may incur in fulfilling customer arrangements; the impact of our cost-savings and restructuring programs; the Company's ability to manage its growth; the risks associated with international operations; the ability of the Company to use its net operating losses; the impact of changes in the market on the value of our investments; changes in the regulatory environment; the ability of SeaChange to remain listed on Nasdaq; the success and timing of regulatory submissions; regulatory requirements or developments; and other risks that are described in further detail in the Company's reports filed from time to time with the Securities and Exchange Commission ("SEC"), which are available at the SEC's website at <http://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, subsequent quarterly reports and in other filings SeaChange makes with the SEC from time to time. Any forward-looking statements should be considered in light of those risk factors. The Company cautions readers that such forward-looking statements 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.

**SeaChange Contact:**

Matt Glover and Jeff Grampp, CFA  
Gateway Group, Inc.  
949-574-3860  
[SEAC@gatewayir.com](mailto:SEAC@gatewayir.com)

**Triller Contact:**

Brian O'Shaughnessy  
[brian@triller.co](mailto:brian@triller.co)