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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 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): December 20, 2011**

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**comScore, Inc.**

(Exact name of registrant as specified in its charter)

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

**001-33520**  
(Commission  
File Number)

**54-1955550**  
(IRS Employer  
Identification No.)

**11950 Democracy Drive  
Suite 600**

**Reston, Virginia 20190**  
(Address of principal executive offices, including zip code)

**(703) 438-2000**  
(Registrant's telephone number, including area code)

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## **Item 1.01. Entry into a Material Definitive Agreement.**

### *Background*

On March 16, 2011, the Company received notice that The Nielsen Company (US) LLC (“Nielsen”) filed a lawsuit against the Company in the United States District Court for the Eastern District of Virginia (the “Court”) alleging infringement by the Company of certain patent rights of Nielsen. Nielsen’s complaint sought unspecified damages and injunctive relief. On March 22, 2011, the Company filed a lawsuit against Nielsen and NetRatings, LLC d/b/a Nielsen Online (“NetRatings”) in the United States District Court for the Eastern District of Virginia alleging infringement of certain patent rights of the Company by Nielsen and NetRatings. The Company’s complaint sought unspecified damages and injunctive relief (such claims and proceedings brought by Nielsen and the Company, the “Litigation”).

### *Settlement*

On December 20, 2011, the Company entered into a Patent Purchase, License and Settlement Agreement (the “Patent Purchase Agreement”) with Nielsen and NetRatings in order to resolve the Litigation. In connection with the Patent Purchase Agreement, the Company and Nielsen entered into a Purchase Agreement (the “Stock Purchase Agreement”) and a Voting Agreement (the “Voting Agreement”, and together with the Patent Purchase Agreement and the Stock Purchase Agreement, the “Settlement Documents”). Pursuant to the Settlement Documents, and subject to retained rights by Nielsen, comScore will acquire ownership of the four Nielsen families of patents asserted in litigation, a portfolio with many U.S. and international patents. comScore also grants Nielsen worldwide licenses for the families of the four patents comScore asserted in litigation. Both parties agree not to bring any patent action against the other for the next three years. In addition, Nielsen has acquired 974,358 shares (the “Shares”) of the Company’s common stock (“Common Stock”), subject to certain restrictions. The Shares had a value of approximately \$19.0 million on the date of issuance based on a closing price of \$19.53 as reported on the NASDAQ Global Market on December 20, 2011.

The material terms of the Settlement Documents are summarized below.

### *Patent Purchase, License and Settlement Agreement*

The Patent Purchase Agreement provides for the sale, transfer, conveyance and assignment by Nielsen to the Company of all right, title and interest throughout the world in and to United States Patent Nos. 6,115,680; 6,418,470; 7,376,722; 7,386,473; and 7,613,635 and all related past and future patents and patent applications anywhere in the world that claim priority to the foregoing patents or from which the foregoing patents issued or claim priority to (the “Acquired Patents”). Nielsen and NetRatings and their affiliates have retained a worldwide, fully paid up, royalty-free, irrevocable and non-terminable, non-transferable and non-exclusive right and license (without the right to grant sublicenses) under the Acquired Patents. Nielsen and NetRatings will also receive a fully paid up, royalty-free, irrevocable, non-terminable, non-transferable and non-exclusive right and license (without the right to grant sublicenses) under the Company’s asserted United States Patent Nos. 7,260,837; 7,685,275; 7,849,154; and 7,930,285 and all related past and future patents and patent applications anywhere in the world that claim priority to the foregoing patents or from which the foregoing patents issued or claim priority to (the “Licensed Patents”).

In connection with the Patent Purchase Agreement, Nielsen, NetRatings and the Company agreed to dismiss the Litigation without admission of liability and release the other parties from all claims that were made, asserted or brought in the Litigation and claims related to the Acquired Patents or Licensed Patents for activities conducted before the date of the Patent Purchase Agreement. Nielsen and NetRatings further released the Company from all claims related to United States Patent Nos. 5,796,952; 6,138,155; 6,643,696; 6,763,386; and 7,406,516 and all related past and future patents and patent applications anywhere in the world that claim priority to the foregoing patents or from which the foregoing patents issued or claim priority to for activities conducted before the date of the Patent Purchase Agreement.

Each party to the Patent Purchase Agreement covenanted not to sue any of the other parties or their affiliates for direct or indirect infringement, contributory infringement or active inducement of infringement of any patent owned by, or licensed to, the covenanting party until three years after the date of the Patent Purchase Agreement, and the parties waived the right to recover damages related to any of the aforementioned infringement accruing during that time period.

#### *Stock Purchase Agreement and Voting Agreement*

Pursuant to the terms of the Patent Purchase Agreement, the parties thereto entered into the Stock Purchase Agreement, whereby the Company issued the Shares to Nielsen. The Stock Purchase Agreement further includes the following material covenants of the parties:

- (1) *Trading prohibition*- Pursuant to the Stock Purchase Agreement, until the earlier of (a) December 20, 2012, (b) the termination of Magid M. Abraham as Chief Executive Officer of the Company, (c) a Change of Control or (d) any material breach by the Company of any of the representations, warranties, covenants or agreements made by the Company in any of the Settlement Documents, Nielsen shall not (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock “beneficially owned” (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) by Nielsen or any other securities so owned convertible into or exercisable or exchangeable for Common Stock or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Shares, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. For the purposes of the Stock Purchase Agreement, “Change of Control” shall mean any one of the following events (i) any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the “beneficial owner” (as such term is used in Rule 13d-3 of the Exchange Act, except that a person shall be deemed to be the beneficial owner of all securities that such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company’s voting securities or otherwise acquires the right to elect a majority of the members of the Company’s Board of Directors (the “Board”); (ii) the consummation of the sale or disposition by the Company of all or substantially all of the Company’s assets; (iii) the consummation of a plan of reorganization, merger or consolidation involving the Company, other than a merger or consolidation which would result in the holders of the voting securities of the Company outstanding immediately prior thereto continuing to hold securities representing (either by voting securities of the Company continuing to remain outstanding or by such securities being converted into voting securities of the surviving entity or its parent) more than fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such consolidation, merger or consolidation in substantially the same proportion as immediately before such consolidation, merger or consolidation; (iv) any person or two or more persons acting in concert acquires by contract or otherwise, or enters into a contract or arrangement that, upon consummation, will result in its acquisition of the power to exercise, directly or indirectly, a controlling influence over the management or policies of the Company, or control over the equity securities of the Company entitled to vote for members of the Board (and taking into account all such securities that such person or group has the right to acquire) representing fifty percent (50%) or more of the combined voting power of such securities; or (v) the individuals who, as of the date hereof, are members of the Board, cease, for any reason, to constitute more than 50% of the number of authorized directors of the Company.
- (2) *Additional Volume Restrictions on Resale*- Notwithstanding any additional restrictions that may apply pursuant to the Stock Purchase Agreement, if any Shares are sold for the account of Nielsen, the amount of Common Stock sold, together with all sales of Common Stock sold for the account of Purchaser within the preceding three months at the time of sale, shall not exceed the greatest of (i) one percent of the Common Stock outstanding as shown by the most recent Exchange Act report

published by the Company, (ii) the average weekly reported volume of trading in Common Stock on all national securities exchanges and/or reported through the automated quotation system of a registered securities association during the four calendar weeks preceding the date of proposed sale or (iii) the average weekly volume of trading in such securities reported pursuant to an effective transaction reporting plan or an effective national market system plan, as those terms are defined in Section 600 of Regulation NMS, during the four-week period specified in clause (ii).

- (3) *Standstill*- For so long as Nielsen holds the Shares, it and its affiliates are prohibited from engaging in transactions that would otherwise result in its ownership directly or indirectly (including acquiring beneficial ownership as defined in Rule 13d-3 under the Exchange Act), by purchase or otherwise, of any capital stock of the Company or direct or indirect rights to acquire any capital stock of the Company, or of any successor to or person in control of the Company, or any assets of the Company or any subsidiary or division of the Company or of any such successor or controlling person, except to the extent such acquisition, offer, seeking, proposal or agreement is incidental to a transaction a primary purpose of which is not to acquire capital stock of the Company.
- (4) *Market Standoff*- Subject to certain limitations, for so long as it holds the Shares, during the period of duration specified by the managing underwriter of common stock or other securities of the Company following the effective date of any registration statement for any public offering of the Company's Common Stock filed under the Securities Act, Nielsen shall not, to the extent requested by such underwriter, directly or indirectly sell, offer to sell, contract to sell (including, without limitation, any short sale), grant any option to purchase or otherwise transfer or dispose of (other than to donees who agree to be similarly bound) any securities of the Company held by it at any time during such period except Common Stock included in such registration; provided, however, that: (i) all "named executive officers" (as defined in Item 402 of Regulation S-K) and directors of the Company enter into similar agreements or are bound by similar agreements with the Company and (ii) such market stand-off time period shall not exceed ninety (90) days.
- (5) *Communications with Governmental Entities*- If at any time after a written inquiry or demand from the Federal Trade Commission, the Department of Justice or any other governmental entity to the Company or Purchaser, either Nielsen or the Company, as applicable in such party's sole discretion and in good faith, believes that such governmental entity has undertaken or intends to undertake a formal investigation of Nielsen regarding the Shares or any of the transactions contemplated by the Stock Purchase Agreement, including without limitation, through the issuance of a Civil Investigative Demand, Request for Additional Information or otherwise, Nielsen may elect to, or the Company, upon written notice to Nielsen, may cause Nielsen to, sell, transfer and divest itself of the Shares, in one or more sales made under Rule 144 promulgated under the Securities Act in one or more ordinary brokerage transactions over any exchange on which the Company's common stock is listed, notwithstanding any restrictions to the contrary under the Stock Purchase Agreement.

The Voting Agreement additionally provides the Company's Chief Executive Officer and Chief Financial Officer a proxy to vote all shares of Common Stock held of record or "beneficially owned" (as such term is used in Rule 13d-3 of the Exchange Act) by Nielsen on all matters submitted to the stockholders of the Company for a vote, whether required by the Company's charter or bylaws, pursuant to Delaware General Corporate Law or otherwise, in the same proportion to all other outstanding voting securities of the Company (excluding any and all voting securities beneficially owned, directly or indirectly, by Nielsen or by management of the Company) that are actually voted on a proposal submitted to the Company's stockholders for approval. The Voting Agreement shall terminate on the earlier of (i) the time at which Nielsen ceases to beneficially own any Shares, (ii) a Change of Control or (iii) the mutual agreement of the Company and Nielsen.

The Company expects to account for the components of the transactions included within the Settlement Documents, which include the patents purchased, various licensing arrangements, and the issuance of common stock, based on the fair value of those components, with the residual amount recorded as settlement expense, to reflect the settlement of the outstanding litigation.

The foregoing descriptions of the Settlement Documents do not purport to be complete and are qualified by the text thereof, copies of which is attached hereto as Exhibit 10.1, 10.2 and 10.3 and incorporated by reference herein.

The Settlement Documents, which contains certain representations and warranties by the parties thereto, are not intended to provide any other factual information about the parties thereto. The assertions embodied in those representations and warranties were made for purposes of the Settlement Documents and are subject to qualifications and limitations agreed to by the respective parties in connection with negotiating the terms of the Settlement Documents. In addition, certain representations and warranties were made as of a specific date, may be subject to a contractual standard of materiality different from what might be viewed as material to stockholders, or may have been used for purposes of allocating risk between the respective parties rather than establishing matters as facts. Accordingly, investors should not rely on the representations and warranties in the Settlement Documents as characterizations of the actual state of facts about the parties thereto. Investors should read the Settlement Documents together with all other information that the Company discloses in publicly filed reports and statements with the Securities and Exchange Commission.

### **Item 3.02. Unregistered Sales of Equity Securities**

The disclosure required by this item is included in Item 1.01 and is incorporated herein by reference. The aggregate 974,358 shares of Common Stock issued pursuant to the Settlement Documents were issued in a private placement exempt from the registration requirements of the Securities Act of 1933, as amended (the "Act") pursuant to Section 4(2) of the Act because the issuances did not involve a public offering.

### **Item 9.01 Financial Statements and Exhibits**

#### **(d) Exhibits.**

<u>Exhibit No.</u>	<u>Description</u>
10.1	Patent Purchase, License and Settlement Agreement by and among the Company, Nielsen and NetRatings dated December 20, 2011
10.2	Purchase Agreement by and among the Company and Nielsen dated December 20, 2011
10.3	Voting Agreement by and among the Company and Nielsen dated December 20, 2011

**SIGNATURES**

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

**comScore, Inc.**

By: /s/ Christiana L. Lin

Christiana L. Lin

EVP, General Counsel and Chief Privacy Officer

Date: December 20, 2011

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**EXHIBIT INDEX**

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**PATENT PURCHASE, LICENSE AND SETTLEMENT AGREEMENT**

THIS PATENT PURCHASE, LICENSE AND SETTLEMENT AGREEMENT ("Agreement"), is entered into and effective on this 20th day of December, 2011 ("Effective Date"), by and among The Nielsen Company (US) LLC, a Delaware limited liability company having a business address at 770 Broadway, New York, NY 10003 ("Nielsen US"), and NetRatings LLC, a Delaware limited liability company having a business address at 770 Broadway, New York, NY 10003 ("NetRatings"), collectively with Nielsen US, "Nielsen"), on the one hand, and comScore, Inc., a Delaware corporation having a business address at 11950 Democracy Drive, Suite 600, Reston, VA 20190 ("comScore"), on the other hand. Nielsen US, NetRatings and comScore may be referred to herein individually as "Party," and collectively as the "Parties."

**RECITALS**

A. Nielsen US commenced a civil action against comScore in the United States District Court for the Eastern District of Virginia, Norfolk Division, bearing docket number 2:11-cv-00168-MSD/TRJ (the "Norfolk Action"), in which Nielsen US asserted infringement of United States Patent Nos. 6,115,680; 6,418,470; 7,376,722; 7,386,473; and 7,613,635;

B. comScore denies the claims asserted by Nielsen US in the Norfolk Action;

C. comScore asserted counterclaims of infringement of United States Patent Nos. 7,849,154 and 7,685,275 in the Norfolk Action;

D. Nielsen US denies the counterclaims asserted by comScore in the Norfolk Action;

E. comScore commenced a civil action against Nielsen in the United States District Court for the Eastern District of Virginia, Alexandria Division, bearing docket number 1:11-cv-00290-LMB-TRJ (the "Alexandria Action"), in which comScore asserted infringement of United States Patent Nos. 7,260,837 and 7,930,285;

F. Nielsen denies the claims asserted by comScore in the Alexandria Action;

G. Nielsen US and comScore are concurrently entering into that certain Purchase Agreement, by and between the Nielsen US and comScore of even date herewith (the "Stock Purchase Agreement"), and that certain Voting Agreement, by and between Nielsen US and comScore of even date herewith (the "Voting Agreement"), pursuant to which (i) comScore shall issue and sell to Nielsen US, and Nielsen US shall purchase from comScore, certain shares of Common Stock of comScore, and (ii) the parties thereto will agree to certain terms relating to the voting of such shares; and

H. The Parties desire to settle and compromise disputes, controversies, claims and actions between and among them as set forth in this Agreement without the need for further or future litigation, and to enter into the transactions contemplated by this Agreement, the Stock Purchase Agreement and the Voting Agreement on the terms and conditions provided in this Agreement and in the Stock Purchase Agreement and Voting Agreement.



NOW, THEREFORE, in consideration of the foregoing Recitals and the promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I**  
**DEFINITIONS**

1.1 **Defined Terms.** Capitalized terms used in this Agreement shall have the meaning set forth in the Recitals or elsewhere in this Agreement or as set forth below in this Section 1.1:

(a) "**Acquired Patents**" means:

i. United States Patent Nos. 6,115,680; 6,418,470; 7,376,722; 7,386,473; and 7,613,635 and the patent applications from which the foregoing patents issued or claim priority to;

ii. any and all patents that have issued or may issue from any of the patents and patent applications described in (i);

iii. any and all patents (including all utility models, industrial designs, inventors certificates, petty patents, patents of importation, patents of addition, and other indicia of ownership of an invention or discovery issued by any governmental authority anywhere in the world) and patent applications anywhere in the world that, in whole or in part, claim priority to the benefit of the filing date of, or are entitled to claim the benefit of any of the patents or patent applications described in (i) or (ii), including any and all child, continuation, continuation-in-part, continuing prosecution, divisional, provisional, non-provisional, reissue, reexamination, substitution, extension and counterpart patents and patent applications of any of the patents or patent applications described in (i) or (ii);

iv. any and all patents (including all utility models, industrial designs, inventors certificates, petty patents, patents of importation, patents of addition, and other indicia of ownership of an invention or discovery issued by any governmental authority anywhere in the world) and patent applications, anywhere in the world, from which any of the patents or patent applications described in (i), (ii), or (iii), in whole or in part, claim the benefit of priority or otherwise or are entitled to claim the benefit of the filing date, either directly or through multiple tiers, including any and all direct and indirect parent patents or patent applications of any of the patents or patent applications described in (i), (ii), or (iii); and

v. any and all extensions, reexaminations, patents resulting from post-grant proceedings anywhere in the world, including but not limited to oppositions, inter partes review and post-grant review, reissues, or renewals of any of the patents or patent applications described in (i) through (iv) inclusive.

The Acquired Patents include, but are not necessarily limited to, those listed on **Exhibit A** to this Agreement.

(b) "**Affiliate**" means with respect to a Party, any other Person that controls, is controlled by or is under common control with such Party. For purposes of this definition,

“control” (including, with correlative meaning, the terms “controlled by” or “under the common control with”) shall mean the actual power, either directly or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of such a Party or Person, and control shall be presumed to exist by the ownership or control by contract of fifty percent (50%) or more of the voting securities of such entity or of the corporate governance body of such Party or Person.

(c) “Alexandria Action” has the meaning set forth in the Recitals.

(d) “Claims” means all claims, counterclaims, demands, causes of action, damages, liabilities, losses, expenses or obligations of any kind and of whatever nature or character, whether in law or equity, or whether accrued, actual, contingent, latent or otherwise, made or brought for the purpose of recovering any damages or for the purpose of obtaining any equitable relief or any other relief of any kind.

(e) “comScore Claims” has the meaning set forth in Section 4.1.

(f) “Covenant Period” has the meaning set forth in Section 4.3.

(g) “Covenanting Party” has the meaning set forth in Section 4.3.

(h) “Divested Asset” has the meaning set forth in Section 5.6.

(i) “Licensed Patents” means:

i. United States Patent Nos. 7,260,837; 7,685,275; 7,849,154; and 7,930,285 and the patent applications from which the foregoing patents issued or claim priority to;

ii. any and all patents that have issued or may issue from any of the patents and patent applications described in (i);

iii. any and all patents (including all utility models, industrial designs, inventors certificates, petty patents, patents of importation, patents of addition, and other indicia of ownership of an invention or discovery issued by any governmental authority anywhere in the world) and patent applications anywhere in the world that, in whole or in part, claim priority to, the benefit of the filing date of, or are entitled to claim the benefit of any of the patents or patent applications described in (i) or (ii), including any and all child, continuation, continuation-in-part, continuing prosecution, divisional, provisional, non-provisional, reissue, reexamination, substitution, extension and counterpart patents and patent applications of any of the patents or patent applications described in (i) or (ii);

iv. any and all patents (including all utility models, industrial designs, inventors certificates, petty patents, patents of importation, patents of addition, and other indicia of ownership of an invention or discovery issued by any governmental authority anywhere in the world) and patent applications, anywhere in the world, from which any of the patents or patent applications described in (i), (ii), or (iii), in whole or in part, claim the benefit of priority or otherwise or are entitled to claim the benefit of the filing date, either directly or through multiple tiers, including any and all direct and indirect parent patents or patent applications of any of the patents or patent applications described in (i), (ii), or (iii); and

v. any and all extensions, reexaminations, patents resulting from post-grant proceedings anywhere in the world, including but not limited to oppositions, inter partes review and post-grant review, reissues, or renewals of any of the patents or patent applications described in (i) through (iv) inclusive.

The Licensed Patents include, but are not necessarily limited to, those listed on **Exhibit B** to this Agreement.

(j) “Nielsen Claims” has the meaning set forth in Section 4.2.

(k) “Nielsen Licensed Product” means any product (hardware and/or software), service, device, system, process, method, article of manufacture, apparatus or combination of one or more of the foregoing, the manufacture, use, sale, offer for sale or import of which would, but for the rights granted under this Agreement to Nielsen and its Affiliates, directly infringe or constitute contributory infringement or active inducement of infringement of any claim(s) of an Acquired Patent or a Licensed Patent.

(l) “Norfolk Action” has the meaning set forth in the Recitals.

(m) “Person” means a trust, corporation, partnership, joint venture, limited liability company or other legal entity.

(n) “Preexisting Licenses” has the meaning set forth in Section 5.7.

(o) “Red Sheriff Patents” means:

i. United States Patent Nos. 5,796,952; 6,138,155; 6,643,696; 6,763,386; and 7,406,516 and the patent applications from which the foregoing patents issued or claim priority to;

ii. any and all patents that have issued or may issue from any of the patents and patent applications described in (i);

iii. any and all patents (including all utility models, industrial designs, inventors certificates, petty patents, patents of importation, patents of addition, and other indicia of ownership of an invention or discovery issued by any governmental authority anywhere in the world) and patent applications anywhere in the world that, in whole or in part, claim priority to, the benefit of the filing date of, or are entitled to claim the benefit of any of the patents or patent applications described in (i) or (ii), including any and all child, continuation, continuation-in-part, continuing prosecution, divisional, provisional, non-provisional, reissue, reexamination, substitution, extension and counterpart patents and patent applications of any of the patents or patent applications described in (i) or (ii);

iv. any and all patents (including all utility models, industrial designs, inventors certificates, petty patents, patents of importation, patents of addition, and other indicia

of ownership of an invention or discovery issued by any governmental authority anywhere in the world) and patent applications, anywhere in the world, from which any of the patents or patent applications described in (i), (ii), or (iii), in whole or in part, claim the benefit of priority or otherwise or are entitled to claim the benefit of the filing date, either directly or through multiple tiers, including any and all direct and indirect parent patents or patent applications of any of the patents or patent applications described in (i), (ii), or (iii); and

v. any and all extensions, reexaminations, patents resulting from post-grant proceedings anywhere in the world, including but not limited to oppositions, inter partes review and post-grant review, reissues, or renewals of any of the patents or patent applications described in (i) through (iv) inclusive.

(p) “Running Royalty.” has the meaning set forth in Section 5.7.

(q) “Third Party” shall mean any Person who or which is neither a Party nor an Affiliate of a Party.

(r) “Transfer” means any assignment, conveyance, sale, transfer, exchange, assignment, gift, lien, encumbrance or other disposition.

(s) “Transition Period” has the meaning set forth in Section 5.4.

## **ARTICLE II**

### **DISMISSAL OF ACTIONS**

#### **2.1 Dismissal of Pending Litigation and Related Obligations.**

(a) On the Effective Date, each Party shall execute and deliver to the other Parties this Agreement.

(b) On the Effective Date, each Party shall execute, or cause their respective counsel to execute, and deliver to the other Parties the Stipulations in the forms attached as **Exhibit C and Exhibit D**.

(c) On the Effective Date, each of Nielsen US and comScore shall execute and deliver to the other the Stock Purchase Agreement in the form attached as **Exhibit E**, the Voting Agreement in the form attached as **Exhibit F** and the Patent Assignment in the form attached as **Exhibit G**.

(d) Within three (3) business days after the Effective Date, comScore shall cause its counsel to file the Stipulation of Dismissal for the Alexandria Action (**Exhibit C**) with the United States District Court for the Eastern District of Virginia, Alexandria Division.

(e) Within three (3) business days after the Effective Date, Nielsen shall cause its counsel to file the Stipulation of Dismissal for the Norfolk Action **Exhibit D** with the United States District Court for the Eastern District of Virginia, Norfolk Division.

2.2 No Admission of Liability. This Agreement sets forth a compromise and settlement of disputed claims for the purpose of avoiding the costs, disruptions, and uncertainties associated with further litigation. Such compromise and settlement does not constitute a ruling on the merits, an admission as to any issue of fact or principle at law or an admission of liability of any Party. Without limitation of the foregoing, the Parties acknowledge that nothing in this Agreement, the Stock Purchase Agreement or the Voting Agreement is intended to constitute an admission or concession of liability regarding any of the comScore Claims or Nielsen Claims.

**ARTICLE III**  
**PAYMENT AND COSTS**

3.1 Payment in the Form of Securities. As consideration for all sale of the Acquired Patents and the other promises, covenants and agreements in this Agreement, and subject to the terms and conditions of this Agreement, the Stock Purchase Agreement and the Voting Agreement, comScore shall pay, and Nielsen US shall accept, the shares of the Common Stock of comScore specified in the Stock Purchase Agreement.

3.2 Taxes. Unless otherwise provided in the Stock Purchase Agreement, all taxes shall be the financial responsibility of the Party obligated to pay such taxes as determined by the applicable law and no Party shall be liable for any taxes of any other Party incurred in connection with amounts paid under this Agreement.

3.3 Costs. Except as otherwise expressly provided herein, each Party shall bear its own costs, expenses, and attorneys' fees incurred in connection with (a) the Alexandria Action, (b) the Norfolk Action, (c) the negotiation, execution and delivery of this Agreement, its Exhibits and any stipulations, assignments and instruments attached hereto, and (d) the transactions and the follow-on activities contemplated by and reasonably necessary to implement this Agreement.

**ARTICLE IV**  
**RELEASE OF PATENT CLAIMS; COVENANTS NOT TO SUE**

4.1 Release by comScore. comScore, on behalf of comScore, its Affiliates, and the predecessors, successors and assigns of comScore and its Affiliates (collectively, the "comScore Releasing Parties"), releases and forever discharges Nielsen US and NetRatings, their respective Affiliates, and each of their respective representatives, shareholders, members, trustees, officers, directors, managers, employees, agents, attorneys, partners, divisions, predecessors, successors and permitted assigns (collectively, the "Nielsen Released Parties") from (a) any and all Claims that comScore made, asserted or brought in the Alexandria Action; (b) any and all Claims that comScore made, asserted or brought in the Norfolk Action; and (c) any and all Claims related to the Licensed Patents for activities conducted before the Effective Date (all of the foregoing in clauses (a), (b), and (c), collectively, the "comScore Claims"); provided, however, that the release in this Section 4.1 is personal to Nielsen US, NetRatings and each of the other Nielsen Released Parties and is not intended to benefit any unnamed Third Party in any way.

4.2 Release by Nielsen US and NetRatings. Nielsen US and NetRatings, on behalf of Nielsen US and NetRatings, and their respective Affiliates, and the predecessors, successors and permitted assigns of Nielsen US, NetRatings and their respective Affiliates (collectively, the

“Nielsen Releasing Parties”), releases and forever discharges comScore, its Affiliates, and each of its representatives, shareholders, members, trustees, officers, directors, managers, employees, agents, attorneys, partners, divisions, predecessors, successors and permitted assigns (collectively, the “comScore Released Parties”) from (a) any and all Claims that Nielsen US or NetRatings made, asserted or brought in the Alexandria Action; (b) any and all Claims that Nielsen US and NetRatings made, asserted or brought in the Norfolk Action; and (c) any and all Claims related to the Assigned Patents and/or Red Sheriff Patents for activities conducted before the Effective Date (all of the foregoing in clauses (a), (b) and (c), collectively, the “Nielsen Claims”); provided, however, that the release in this Section 4.2 is personal to comScore and each of the other comScore Released Parties and is not intended to benefit any unnamed Third Party in any way.

4.3 Covenants Not to Sue. Subject to the terms of this Agreement, (i) for a period beginning on the Effective Date and ending three (3) years thereafter (“Covenant Period”), each Party (“Covenanting Party”), on behalf of itself and its Affiliates and their respective successors and assigns, hereby covenants not to sue any other Party or its Affiliates for direct or indirect infringement, contributory infringement or active inducement of infringement of any patent owned by, or licensed to, the Covenanting Party or its Affiliates (whether such patent is now owned or licensed by the Covenanting Party or hereafter owned or licensed by the Covenanting Party), based on any of such other Party’s or its Affiliates’ efforts to make, use, lease, sell, offer to sell, import, export, or otherwise transfer any product (hardware and/or software), service, device, system, process, method, article of manufacture, apparatus or combination of one or more of the foregoing, anywhere in the world, and (ii) each Covenanting Party, on behalf of itself and its Affiliates and their respective successors and assigns, hereby waives the right to recover damages and all other remedies for any such direct or indirect infringement, contributory infringement or active inducement of infringement accruing during the Covenant Period.

4.4 Covenants Follow the Patents. No Party shall Transfer any patents that are subject to the covenant not to sue in Section 4.3 unless such Transfer is expressly subject to such covenant for the term of the Covenant Period then-remaining as of the date of the Transfer. Damages, if any, that would otherwise accrue during the Covenant Period shall not accrue against a Party, its Affiliates or their respective successors and assigns during the Covenant Period and are hereby released and discharged, subject to the other terms and provisions of this Agreement. The covenants not to sue granted to an Affiliate of Party in Section 4.3 shall (a) apply automatically and commence without notice on the date such Affiliate becomes an Affiliate of such Party during the Covenant Period; and (b) terminate automatically and without notice on the earlier of (i) the date such Affiliate ceases to be an Affiliate of such Party, or (ii) the date of expiration of the Covenant Period. The release and discharge of damages in this Section 4.4 shall apply to an Affiliate only as of the date that Affiliate becomes an Affiliate of such Party and expires on such date the Affiliate ceases to be an Affiliate of such Party.

4.5 Unknown Claims. Each Party has been advised by legal counsel and is familiar with the provision of Section 1542 of the California Civil Code, which is set forth below. Nielsen knowingly waives any rights it may have under Section 1542, and under any similar provision of any other state or federal law, including at common law with respect to the Nielsen Claims identified in Section 4.2(c), and comScore knowingly waives any rights it may have under Section 1542, and under any similar provision of any other state or federal law, including at common law with respect to the comScore Claims identified in Section 4.1(c).

*“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”*

**ARTICLE V**  
**PATENT PURCHASE AND LICENSES**

5.1 Assignment of Acquired Patents and Reservation of License. Effective as of the Effective Date and subject to the other terms and conditions of this Agreement and rights reserved herein by Nielsen, Nielsen US hereby sells, transfers, conveys and assigns to comScore all right, title and interest throughout the world in and to the Acquired Patents, and comScore hereby purchases the Acquired Patents and accepts such assignment from Nielsen US subject to the other terms and conditions of this Agreement and the rights and license reserved herein by Nielsen US. Without limitation of and subject to the foregoing, the rights acquired by comScore include the following:

(a) all rights to make applications for patents or other forms of protection for the Acquired Patents throughout the world and to apply throughout the world for certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any of the patents, patent applications or the novel inventions disclosed in the Acquired Patents, as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, including the right to invoke and claim such right of priority without further written or oral authorization;

(b) all causes of action and enforcement rights of any kind throughout the world (whether such causes of action or enforcement rights are known or unknown; currently pending, filed, to be filed; or otherwise) under the Acquired Patents (excluding Nielsen US's right to enforce any Preexisting License as provided herein) including for past, current and future infringement of the Acquired Patents; and

(c) all rights to collect royalties or other payments under or on account of the Acquired Patents throughout the world (excluding Nielsen US's right to collect payments under the Preexisting Licenses, which right is subject to the conditions set forth in Section 5.7).

5.2 No Obligation to Transfer Know-How. For the avoidance of doubt, nothing in Agreement shall (a) obligate Nielsen to disclose, transfer or license to comScore any confidential information, trade secrets or know-how (whether unpatented or patented) regarding the inventions claimed or described in any Acquired Patent, or (b) obligate comScore to disclose, transfer or license to Nielsen any confidential information, trade secrets or know-how (whether unpatented or patented) regarding the inventions claimed or described in any Licensed Patent or Acquired Patent.

5.3 Assistance In Effectuating Assignment. At the reasonable request of comScore, Nielsen agrees to execute and deliver such other instruments and do and perform such other acts and things within Nielsen's control as may be reasonably necessary for effecting completely the consummation of the transfer of ownership in and to the Acquired Patents as contemplated hereby, including the execution, acknowledgment and recordation of other such assignments and other papers as necessary or desirable, for fully perfecting and conveying unto comScore the benefit of the transfer of ownership in and to the Acquired Patents throughout the world as contemplated hereby.

5.4 Assistance in Prosecution and Maintenance. Nielsen shall use commercially reasonable efforts to assist comScore in preventing abandonment of any of the Acquired Patents during the period beginning on the Effective Date and ending six weeks after the Effective Date, or such lesser period as comScore may reasonably specify ("Transition Period"). To that end, comScore and Nielsen will cooperate to effect a smooth transfer of the prosecution and maintenance of the Acquired Patents from Nielsen to comScore as follows:

(a) During the Transition Period, Nielsen agrees, upon the reasonable request of comScore, to do all things necessary, proper, or advisable, on a country-by-country basis, to assist in obtaining, perfecting, or sustaining the Acquired Patents, including continuing to (i) pay annuities and maintenance fees and (ii) respond to official office actions, in each case using the same standard of care and diligence that it used with respect to the Acquired Patents before the Effective Date. Any response to an official office action made during the Transition Period shall require the prior approval of comScore.

(b) As promptly as reasonably possible after the Effective Date, but not longer than one (1) month thereafter, Nielsen shall deliver to comScore originals or, if such originals are not in Nielsen's custody, copies of each patent prosecution (docket) file in its possession for each of the Acquired Patents. Within five (5) business days of the Effective Date, Nielsen shall also send letters to its patent prosecution counsel of record and, directly or through such patent prosecution counsel, to each foreign associate firm responsible for the preparation and prosecution of any Acquired Patent informing such firm that Nielsen has assigned all of Nielsen's right, title and interest in and to the Acquired Patents to comScore as provided in this Agreement and directing that such firm (i) immediately send all originals or, if such originals are not in such counsel's custody, copies of Nielsen's files associated with the Acquired Patents to comScore in accordance with such counsel's document retention policy; and (ii) invoice Nielsen for all costs and expenses incurred in connection with the transfer of the files. If necessary, Nielsen agrees to thereafter assist comScore in procuring all such files from such patent prosecution counsel and foreign associate firms. Nielsen shall also promptly deliver to comScore copies of all assignment agreements in its or such patent prosecution counsels' possession for the Acquired Patents.

(c) comScore will reimburse Nielsen for all costs and expenses actually and reasonably incurred by Nielsen in connection with the activities conducted under Section 5.3 and this Section 5.4 after the Effective Date, including the fees and costs of its patent prosecution counsel and foreign associate firms. Nielsen will invoice comScore for all such costs and expenses, providing in reasonable detail the basis therefore, and comScore shall pay to Nielsen all such amounts due within thirty (30) days of date of invoice.



(d) Nielsen will instruct its patent maintenance fee and annuities payment service and its outside patent agents/counsel to cease the activities described in this Section 5.4 after the expiration of the Transition Period. Any further activities to prosecute or maintain the Acquired Patents after the expiration of the Transition Period shall be the sole responsibility and cost of comScore.

(e) As promptly as reasonably possible after the Effective Date, but not longer than one (1) month thereafter, comScore will, at its sole cost and expense, instruct its patent counsel to notify each applicable governmental authority associated with the Acquired Patents of the transfer of responsibility for ongoing prosecution and maintenance of the Acquired Patents and record the assignment of the Acquired Patents made hereby using a short form of assignment agreement substantially in the form attached as **Exhibit G** or such other form as is customary to be used for such purposes in the applicable jurisdiction.

5.5 Assistance in Litigation. Nielsen, at the sole cost of comScore, shall, if reasonably requested to do so by comScore, use commercially reasonable efforts to (a) cooperate in any litigation related to the Acquired Patents, and (b) authorize those persons who are employees of Nielsen or the Affiliates that it controls at time of comScore's request and who are also named as inventors on the subject Acquired Patent(s) to cooperate in any litigation relating to the subject Acquired Patent(s). Nielsen further agrees to provide comScore with copies of correspondence with prospective licensees of the Acquired Patents that are not otherwise subject to a protective order and are in its custody and readily available that relate to past efforts to enforce or license any Acquired Patent.

5.6 Reservation of License by Nielsen.

(a) The assignment of the Acquired Patents is made, and comScore accepts it, subject to Nielsen US's reservation to Nielsen US, NetRatings and each of their Affiliates, and comScore hereby grants to Nielsen US, NetRatings and each of their Affiliates, a worldwide, fully paid up, royalty-free, irrevocable and non-terminable, non-transferable and non-exclusive right and license (without the right to grant sublicenses), under the Acquired Patents to make, have made, use, offer for sale, sell, import and otherwise transfer Nielsen Licensed Products. The license rights reserved and granted to an Affiliate of Nielsen US or NetRatings in this Section 5.6 shall (i) apply automatically and commence prospectively without notice on the date an Affiliate becomes an Affiliate of Nielsen US or NetRatings; and (ii) shall continue and survive any merger, consolidation, asset or equity sale or other event by which such entity ceases to be an Affiliate of Nielsen US or NetRatings.

(b) The foregoing license shall also continue and shall not terminate in connection with the sale by Nielsen US, NetRatings or any of their Affiliates of any covered service, line of business, entity, division or product line ("Divested Asset"); provided, however, that (i) such continuing license under Section 5.6(b) will not include products, services or activities of the acquiring company other than those specific products, services and activities sold by the Divested Asset prior to divestiture, (ii) such continuing license under Section 5.6(b) shall continue only as to a sale whereby Nielsen US, NetRatings or its Affiliate completely divests itself of said Divested Asset, and (iii) any continuing license that arises as a result this Section 5.6 must be for a legitimate business purpose and not for the purpose of undermining comScore's ability to license the Acquired Patents to third parties.

5.7 Existing Licenses and Future Royalty Payments.

(a) The assignment of the Acquired Patents is made, and comScore accepts such assignment, subject to the terms and conditions of the licenses made before the Effective Date and set forth on **Exhibit H** (the "Preexisting Licenses").

(b) If, after the Effective Date, royalty payments (calculated based and paid on the basis of the number of licensed units or, products or services sold or licensed or percentage of gross or net sales as set forth in a Preexisting License ("Running Royalty")) become due and payable from a Third Party under a Preexisting License, Nielsen shall use commercially reasonable efforts to collect such Running Royalties and, within thirty (30) days of receipt, remit them to comScore without deduction, setoff or counterclaim. For the avoidance of doubt, comScore shall not be entitled to receive, and Nielsen shall not be obligated to collect or pay to comScore, any lump sum payment received under a Preexisting License.

(c) Nothing hereunder shall be deemed an assignment of any Preexisting License to comScore, and comScore shall not be deemed a third party beneficiary of any such Preexisting License.

(d) Nielsen shall indemnify, defend and hold comScore and each comScore Released Party harmless from and against any and all Claims made, asserted or brought by any party to a Preexisting License that are based on, or arise out of, a Preexisting License, including any Claim for indemnification under or breach of a Preexisting License.

5.8 Subsequent Assignments.

(a) comScore covenants and agrees that any subsequent sale, assignment, other transfer, or conveyance, by operation of law or otherwise, of any of the Acquired Patents after the Effective Date is made or occurs subject to the license rights granted or reserved in Section 5.6 and 5.9 and the covenant in Section 4.3; and comScore shall ensure the same is documented and expressly accepted by the purchaser, grantee, assignee or successor as part of any transaction relating thereto.

(b) Nielsen covenants and agrees that any subsequent sale, assignment, other transfer, or conveyance, by operation of law or otherwise, of any Affiliate or Divested Asset after the Effective Date is made or occurs subject to the terms and conditions in Section 5.6; and Nielsen shall ensure the same is documented and expressly accepted by the purchaser, grantee, assignee or successor as part of any transaction relating thereto.

(c) comScore shall give written notice to Nielsen within thirty (30) days of the closing of any sale, assignment, other transfer, or conveyance that is subject to the terms set forth in Section 5.8(a) above; and Nielsen shall give written notice to comScore within thirty (30) days of the closing of any sale, assignment, other transfer, or conveyance that is subject to the terms set forth in Section 5.8(b) above.

5.9 License to Licensed Patents. Subject to the terms and conditions of this Agreement, comScore hereby grants to Nielsen US, NetRatings and their respective Affiliates, a worldwide, fully paid up, royalty-free, irrevocable, non-terminable and non-transferable, and non-exclusive right and license (without the right to grant sublicenses) under the Licensed Patents to make, have made, use, offer for sale, sell and import Nielsen Licensed Products. Subject to the terms and conditions of this Agreement, the license rights granted to an Affiliate of Nielsen US or NetRatings in this Section 5.8 shall (a) apply automatically and commence prospectively and without notice on the date such Affiliate becomes an Affiliate of Nielsen US or NetRatings; and (b) terminate automatically and without notice on the date such Affiliate ceases to be an Affiliate of Nielsen US or NetRatings. For the avoidance of doubt, no license is granted to any Person that is not an Affiliate.

5.10 Marking. If Nielsen US or NetRatings marks any of the Nielsen Licensed Products with patent numbers of the Licensed Patents or Acquired Patents, it shall, and shall cause its respective Affiliates to, mark all Nielsen Licensed Products sold or offered for sale under the licenses granted or reserved herein in accordance with applicable law.

## **ARTICLE VI**

### **REPRESENTATIONS AND WARRANTIES**

6.1 Representations of the Parties. Each Party represents and warrants to each of the other Parties, as of the Effective Date, that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power and authority to enter into this Agreement and Exhibits and to carry out the provisions hereof and thereof;

(b) Such Party has taken all corporate action necessary to authorize the execution and delivery of this Agreement and Exhibits and the performance of its obligations hereunder and thereunder;

(c) This Agreement and Exhibits have been duly executed by such Party and constitute a valid and legally binding obligation of such Party, enforceable in accordance with their respective terms;

(d) The execution, delivery and performance of this Agreement and Exhibits by such Party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any material law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it;

(e) Such Party represents and warrants that it has been advised by its counsel of its rights and obligations under this Agreement and Exhibits and enters into this Agreement and Exhibits freely, voluntarily, and without duress; and

(f) Such Party represents and warrants that it is not relying on any promises, inducements, or representations other than those provided herein.

6.2 Representations and Warranties of Nielsen. Nielsen represents and warrants to comScore, as of the Effective Date, that:

(a) To the best of Nielsen's knowledge, **Exhibit A** sets forth a complete and accurate list of:

i. all Acquired Patents that have been or are registered, filed, granted, or issued, or that have been or are subject to an application for registration, filing, grant or issuance;

ii. all jurisdictions in which such Acquired Patents have been or are registered, granted, or issued or in which registrations, grants or issuances have been applied for; and

iii. all registration numbers, issuance numbers, grant numbers, serial numbers and application numbers, as applicable.

(b) To the best of Nielsen's knowledge, **Exhibit H** sets forth a complete and accurate list of, and Nielsen has provided complete and accurate copies of, each agreement that materially affects, in any manner, title to, or comScore's enjoyment of, the Acquired Patents, including each license to one or more of the patents or patent applications in the Acquired Patents, or a right or option to obtain such a license;

(c) Except for Preexisting Licenses, there has been no previous Transfer or other grant of rights under the Acquired Patents or any other agreement by Nielsen US or NetRatings that materially affects, in any manner, title to, or comScore's enjoyment of, the Acquired Patents, including an assignment of full or partial rights in or to one or more of the patents or patent applications in the Acquired Patents, a license to one or more of the patents or patent applications in the Acquired Patents, or a right or option to obtain such a license;

(d) To the best of Nielsen's knowledge, no Running Royalties are due or payable under any Preexisting License as of the Effective Date, and no Running Royalties will, after the Effective Date, become due or payable under any Preexisting License;

(e) Nielsen is the sole owner of all right, title and interest in and to each of the Acquired Patents;

(f) All maintenance fees, annuities and other payments owed to the USPTO or any non-U.S. patent office in connection with the Acquired Patents and due and payable before the Effective Date have been paid in full;

(g) None of the Acquired Patents is currently pending in any reexamination, reissue, opposition, or interference proceeding, and, to the knowledge of Nielsen, no such proceedings are pending or threatened.

(h) Nielsen has the authority to act on behalf of the Nielsen Releasing Parties to the extent that this Agreement recites undertakings, promises, covenants or obligations of said Persons;

(i) Nielsen has not Transferred, in whole or in part, voluntarily or involuntarily, any Nielsen Claim, and no Person (other than Nielsen) had or has any interest in any Nielsen Claim.

(j) The remedies for any breach of or inaccuracy as of the Effective Date in any of the representations and warranties contained in this Section 6.2 or in any officer's certificate provided by Nielsen US pursuant to Section 5.7 shall survive the Effective Date in perpetuity or until the expiration of the applicable statute of limitations, if earlier.

6.3 Representations and Warranties of comScore. comScore represents and warrants to Nielsen, as of the Effective Date, that:

(a) To the best of comScore's knowledge, **Exhibit B** sets forth a complete and accurate list of:

i. all Licensed Patents that have been or are registered, filed,-granted, or issued, or that have been or are subject to an application for registration, filing, grant or issuance;

ii. all jurisdictions in which such Licensed Patents have been or are registered, granted, or issued or in which registrations, grants or issuances have been applied for; and

iii. all registration numbers, issuance numbers, grant numbers, serial numbers and application numbers, as applicable.

(b) To the best of comScore's knowledge, comScore has the right and authority to grant the license to the Licensed Patents upon the terms specified herein;

(c) None of the Licensed Patents is currently pending in any reexamination, reissue, opposition, or interference proceeding, and, to the knowledge of comScore, no such proceedings are pending or threatened.

(d) comScore has the authority to act on behalf of the comScore Releasing Parties to the extent that this Agreement recites undertakings, promises, covenants or obligations of said Persons;

(e) comScore has not Transferred, in whole or in part, voluntarily or involuntarily, any comScore Claim, and no Person had or has any interest in any comScore Claim.

(f) The remedies for any breach of or inaccuracy as of the Effective Date in any of the representations and warranties contained in this Section 6.3 shall survive the Effective Date in perpetuity or until the expiration of the applicable statute of limitations, if earlier.

6.4 No Other Representations or Warranties. EXCEPT AS PROVIDED IN SECTIONS 6.1, 6.2 AND 6.3, NO PARTY MAKES ANY REPRESENTATION TO ANY OTHER PARTY AND EACH PARTY HEREBY DISCLAIMS ANY AND ALL SUCH

OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, ARISING BY OPERATION OF LAW, OR OTHERWISE UNDER THIS AGREEMENT AND EXCEPT AS PROVIDED IN SECTIONS 6.1, 6.2 AND 6.3, THE ACQUIRED PATENTS ARE ASSIGNED BY NIELSEN, AND THE LICENSED PATENTS AND ACQUIRED PATENTS ARE LICENSED BY COMSCORE, AS-IS, WHERE-IS, AND WITH ALL FAULTS. Without limiting the foregoing, nothing contained in this Agreement shall be construed as: (a) a warranty or representation by any Party that any manufacture, sale, use or other disposition of products by any other Party has been or will be free from infringement of any patents (except the Acquired Patents and Licensed Patents); (b) an agreement by any Party to bring or prosecute actions or suits against Third Parties for infringement, or conferring any right to any other Party to bring or prosecute actions or suits against Third Parties for infringement; (c) a warranty or representation by any Party as to the patentability, validity, or enforceability of any of the Licensed Patents or Acquired Patents, or (d) conferring any right to any other Party to use in advertising, publicity, or otherwise, any trademark, trade name or names of any other Party, or any contraction, abbreviation or simulation thereof without the prior written consent of such other Party.

**ARTICLE VII**  
**TERM AND TERMINATION**

7.1 Term. This Agreement becomes effective on the Effective Date and remains in effect until terminated in accordance with Section 7.2.

7.2 Termination. This Agreement terminates with respect to each Acquired Patent or Licensed Patent when such patent expires or is finally determined (including any appellate process) by a governmental authority of competent jurisdiction to be unpatentable, invalid or unenforceable. This Agreement terminates in its entirety when all Acquired Patents and Licensed Patents have expired or have been determined by a governmental authority of competent jurisdiction to be unpatentable, invalid or unenforceable. Except as set forth in the preceding sentence, this Agreement, the rights reserved to the Acquired Patents, and the license grants hereunder may be terminated only by mutual agreement of the Parties, and may not be terminated for any other reason. All other remedies available by law and in this Agreement shall remain in effect.

7.3 Survival. Termination of this Agreement shall not relieve any Party of any obligation accrued before termination. Additionally, the provisions of Articles I, VIII and IX and Sections 4.1-4.5, 5.6, 5.7(d), 5.8, 5.9, 6.2(j), 6.3(f), 6.4, and 7.3 shall survive termination as applicable.

**ARTICLE VIII**  
**CONFIDENTIALITY**

8.1 Confidentiality. From and after the Effective Date, no Party shall disclose the terms of this Agreement except:

- (a) with the prior written consent of the other Party;

(b) to any governmental body having jurisdiction and specifically requiring such disclosure;

(c) in response to a valid subpoena or as otherwise may be required to comply with any rules or regulations of any court, *provided, however, that* prior to any such disclosure pursuant to this Section, the Party seeking disclosure shall promptly, if permitted by law, notify the other Party and, that prior to any such disclosure, take all reasonable actions in an effort to minimize the nature and extent of such disclosure, including seeking a protective order;

(d) for the purposes of disclosure in connection with the Securities and Exchange Act of 1934, as amended, the Securities Act of 1933, as amended, and any other reports filed with the Securities and Exchange Commission, or any other filings, reports or disclosures that may be required under applicable laws, regulations or the rules of any exchange where a Party's securities are traded;

(e) to a Party's accountants, legal counsel, tax advisors and other financial and legal advisors, subject to obligations of confidentiality at least as stringent as those contained herein; or

(f) with obligations of confidentiality at least as stringent as those contained herein, to a counterparty in connection with a proposed merger, acquisition, financing or similar transaction.

8.2 Protective Orders. In furtherance hereof, each Party will, and will direct its counsel to, promptly comply with the protective orders in the Alexandria Action and the Norfolk Action with respect to the return or destruction of confidential information; provided, however that Nielsen agrees that comScore may retain and use for any purpose all information and materials related to the Acquired Patents. For the avoidance of doubt, upon filing with the Court, any stipulation attached hereto as an Exhibit shall not be confidential.

8.3 Publicity. Except as provided in Section 8.1 (d), no Party will authorize or issue a press release or any other announcement or communication regarding this Agreement or the relationship contemplated herein or therein absent prior mutual agreement in writing by all Parties. Notwithstanding the foregoing and Section 8.1 above, upon the Effective Date any Party may state that the Parties have entered into a settlement agreement regarding the Norfolk Action and Alexandria Action.

## **ARTICLE IX**

### **MISCELLANEOUS**

9.1 Reservation of Rights. Except as expressly set forth in this Agreement and its Exhibits, nothing herein shall be deemed a grant or waiver by any Party of any rights, title or interest in, to or under any patents, technology or other intellectual property rights of such Party or its Affiliates, whether by implication, by estoppel or otherwise.

9.2 Assignment. No party may assign or otherwise transfer its rights and obligations under this Agreement except in connection with the sale of all or substantially all of the assets of the Party or the merger or consolidation of such Party. Except as provided in the preceding sentence, this Agreement may not be assigned or otherwise transferred (by operation of law or otherwise), in whole or in part, by any Party to any other Person and any attempt to do so shall be null and void.

9.3 Notices. All notices and other communications under this Agreement must be in writing and will be deemed to have been duly given upon (a) delivery by hand (with written confirmation of receipt), (b) transmission by telecopier (with written confirmation of receipt), provided that a copy is sent by registered mail, return receipt requested, or (c) receipt by the addressee, if sent by a nationally recognized overnight delivery service providing receipt of delivery, and, for any of (a), (b) and (c), using the information set forth below (or such information as may be provided in the future by written notice that has been provided pursuant to this Section 9.3):

If to Nielsen or NetRatings

The Nielsen Company (US) LLC  
770 Broadway  
New York, New York 10003  
Attention: Legal Department  
Facsimile: (646) 654-4982

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

Jones Day  
1755 Embarcadero Road  
Palo Alto, CA 94303  
Attention: Greg Lanier  
Facsimile: (650) 739-3900

If to comScore:

comScore, Inc.  
11950 Democracy Drive  
Suite 600  
Reston, VA 20190  
Attention: General Counsel  
Facsimile: (703) 376-6604

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

Covington & Burling LLP  
1201 Pennsylvania Ave., N.W.  
Washington, DC 20004-2401  
Attention: Kevin B. Collins  
Facsimile: 202-778-5598

9.4 Governing Law and Choice of Forum. The Parties agree that this Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Delaware (without regard to its conflict of law principles). Each of the Parties consents to the exclusive jurisdiction and venue of the United States District Court for the Eastern District of Virginia with regard to any and all dispute(s) arising in connection with this Agreement unless no federal subject matter jurisdiction exists, in which case the action or proceeding shall be brought only in the courts of the Commonwealth of Virginia located in Fairfax County, VA.



9.5 Limitation of Liability. NO PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, RELIANCE, PUNITIVE OR SPECIAL DAMAGES ARISING UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.6 Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable. The Parties agree to negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent of such provision.

9.7 Modification; Waiver. No modification or amendment to this Agreement, nor any waiver of any rights hereunder, will be effective unless assented to in writing by the Party to be charged, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

9.8 Construction. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including" and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." The headings in this Agreement will not be referred to in connection with the construction or interpretation of this Agreement.

9.9 Counterparts. This Agreement and its Exhibits may be executed in counterparts or duplicate originals, all of which shall be regarded as one and the same instrument, and which shall be the official and governing version in the interpretation of this Agreement. This Agreement and its Exhibits may be executed by facsimile signatures or other electronic means and such signatures shall be deemed to bind each Party as if they were original signatures.

9.10 Integration. No promise, inducement or agreement not expressed in this Agreement and Exhibits has been made to any Party in connection with this Agreement. This Agreement and Exhibits constitute the entire agreement among the Parties with respect to the subject matter hereof.

9.11 Binding Effect. This Agreement shall be binding upon and for the benefit of the Parties hereto and their respective executors, administrators, trustees, successors and permitted assigns.

<signature page follows>

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each Party hereto as of the date first above written.

THE NIELSEN COMPANY (US) LLC

By: /s/ James W. Cuminale  
Name: JAMES W. CUMINALE  
Title: CEO

NETRATINGS, LLC

By: /s/ James W. Cuminale  
Name: JAMES W. CUMINALE  
Title: President

COMSCORE, INC.

By: /s/ Kenneth Tarpey  
Name: KENNETH TARPEY  
Title: Chief Financial Officer

**Exhibit A**

**Acquired Patents**

**NIELSEN US 6,418,470**

<u>ID</u>	<u>Country</u>	<u>App No.</u>	<u>Patent No.</u>	<u>Appl. Type</u>	<u>App Title</u>	<u>Status</u>	<u>Appl. Date</u>	<u>Grant Date</u>
81024699	US	09/111,963	6,327,619	Priority	METERING OF INTERNET CONTENT USING A CONTROL	Granted	08 Jul 1998	04 Dec 2001
81025914	US	09/791,268	6,418,470	Continuation	METERING OF INTERNET CONTENT USING A CONTROL	Granted	22 Feb 2001	09 Jul 2002
81024700	Canada	2,272,506	2,272,506	Secondary	METERING OF INTERNET CONTENT USING A CONTROL	Granted	19 May 1999	17 Feb 2009

**NIELSEN US 7,376,722**

<u>ID</u>	<u>Country</u>	<u>App No.</u>	<u>Patent No.</u>	<u>Appl. Type</u>	<u>App Title</u>	<u>Status</u>	<u>Appl. Date</u>	<u>Grant Date</u>
81025283	US	09/763,338	7,376,722	Designated PCT	NETWORK RESOURCE MONITORING AND MEASUREMENT SYSTEM AND METHOD	Granted	07 Aug 2000	20 May 2008
81025285	US	12/100,685		Continuation	NETWORK RESOURCE MONITORING AND MEASUREMENT SYSTEM AND METHOD	Abandoned	10 Apr 2008	
81025282	US	12/100,698	7,953,791	Divisional	NETWORK RESOURCE MONITORING AND MEASUREMENT SYSTEM AND METHOD	Granted	10 Apr 2008	31 May 2011
81054855	US	12/780,890	7,953,839	Continuation	NETWORK RESOURCE MONITORING AND MEASUREMENT SYSTEM AND METHOD	Granted	15 May 2010	31 May 2011
81080416	US	13/098,358		Continuation	NETWORK RESOURCE MONITORING AND MEASUREMENT SYSTEM AND METHOD	Issue Fee Paid	29 Apr 2011	
81025277	Australia	PQ 206399			NETWORK USER MEASUREMENT SYSTEM AND METHOD	Expired	06 Aug 1999	
81025284	Australia	200062543	781008	Divisional	NETWORK RESOURCE MONITORING AND MEASUREMENT SYSTEM AND METHOD	Granted	07 Aug 2000	28 Apr 2005
81025279	EP	00949006.1		Designated PCT	NETWORK RESOURCE MONITORING AND MEASUREMENT SYSTEM AND METHOD	Published	07 Aug 2000	
81077187	EP	10012280.3-1244		Divisional	NETWORK RESOURCE MONITORING AND MEASUREMENT SYSTEM AND METHOD	Published	07 Aug 2000	
81025280	Japan	2001-516087	4799788	Designated PCT	NETWORK RESOURCE MONITORING AND MEASUREMENT SYSTEM AND METHOD	Granted	07 Aug 2000	26 Oct 2011
81077132	Japan	2010-234049		Divisional	NETWORK RESOURCE MONITORING AND MEASUREMENT SYSTEM AND METHOD	Published	18 Oct 2010	
81025281	New Zealand	NZ 517638	517638	Designated PCT	NETWORK RESOURCE MONITORING AND MEASUREMENT SYSTEM AND METHOD	Granted	07 Aug 2000	
81025278	PCT	AU00/00937		PCT Application	NETWORK RESOURCE MONITORING AND MEASUREMENT SYSTEM AND METHOD	Lapsed	07 Aug 2000	
	US	13/329,199		Continuation	NETWORK RESOURCE MONITORING AND MEASUREMENT SYSTEM AND METHOD	Filed	16 Dec 2011	

**NIELSEN US 7,386,473 - US 7,613,635**

<u>ID</u>	<u>Country</u>	<u>App No.</u>	<u>Patent No.</u>	<u>Appl. Type</u>	<u>App Title</u>	<u>Status</u>	<u>Appl. Date</u>	<u>Grant Date</u>
81025615	US	08/707,279	6,108,637	Priority	CONTENT DISPLAY MONITOR	Granted	03 Sep 1996	22 Aug 2000
81026020	US	09/490,495	7,386,473	Secondary	CONTENT DISPLAY MONITOR	Granted	25 Jan 2000	10 Jun 2008
81026027	US	11/618,055	7,716,326	Divisional	CONTENT DISPLAY MONITOR	Granted	29 Dec 2006	11 May 2010
81026031	US	11/618,251	7,590,568	Divisional	CONTENT DISPLAY MONITOR	Granted	29 Dec 2006	15 Sep 2009
81026036	US	11/618,233		Divisional	CONTENT DISPLAY MONITOR	Rejected	29 Dec 2006	
81026037	US	11/618,213	7,613,635	Divisional	CONTENT DISPLAY MONITOR	Granted	29 Dec 2006	03 Nov 2009
81026038	US	11/618,193	7,756,974	Continuation	CONTENT DISPLAY MONITOR	Granted	29 Dec 2006	13 Jul 2010
81026039	US	11/618,176	7,644,156	Continuation	CONTENT DISPLAY MONITOR	Granted	29 Dec 2006	05 Jan 2010
81026040	US	11/618,144	7,653,724	Continuation	CONTENT DISPLAY MONITOR	Granted	29 Dec 2006	26 Jan 2010
81026041	US	11/618,118	7,720,964	Continuation	CONTENT DISPLAY MONITOR	Granted	29 Dec 2006	18 May 2010
81026042	US	11/618,102	7,650,407	Continuation	CONTENT DISPLAY MONITOR	Granted	29 Dec 2006	19 Jan 2010
81026097	US	11/618,086	7,720,963	Continuation	CONTENT DISPLAY MONITOR	Granted	29 Dec 2006	18 May 2010
81026043	US	11/618,072		Continuation	CONTENT DISPLAY MONITOR	Abandoned	29 Dec 2006	
81076282	US	12/849,420		Continuation	CONTENT DISPLAY MONITOR	Published	03 Aug 2010	
81025989	Australia	42437/97	735285	Designated PCT	CONTENT DISPLAY MONITOR	Granted	29 Aug 1997	05 Jul 2001
81025997	Belgium	97940719.4	0 870 234	Designated EP	CONTENT DISPLAY MONITOR	Granted	29 Aug 1997	26 Mar 2003
81025990	Canada	2246746		Designated PCT	CONTENT DISPLAY MONITOR	Abandoned	29 Aug 1997	
81025991	China	97191556.3	CN 1174316C	Designated PCT	CONTENT DISPLAY MONITOR	Granted	29 Aug 1997	03 Nov 2004
81026017	China	200410033715.3	CN 100380341	Divisional	CONTENT DISPLAY MONITOR	Granted	29 Aug 1997	09 Apr 2008
81026021	China	200410033713.4	CN 1306410	Divisional	CONTENT DISPLAY MONITOR	Granted	29 Aug 1997	21 Mar 2007
81026025	China	200610094354.2	CN 100507868	Designated PCT	CONTENT DISPLAY MONITOR	Granted	29 Aug 1997	01 Jul 2009
81025998	Denmark	97940719.4	0 870 234	Designated EP	CONTENT DISPLAY MONITOR	Granted	29 Aug 1997	26 Mar 2003
81025992	EP	97940719.4	0870234	Designated PCT	CONTENT DISPLAY MONITOR	Granted	29 Aug 1997	26 Mar 2003
81026014	EP	20010106943			CONTENT TRANSFERRING SYSTEM	Abandoned	29 Aug 1997	
81026019	EP	20010123166			CONTENT TRANSFERRING METHOD	Abandoned	29 Aug 1997	
81025999	Finland	97940719.4	0 870 234	Designated EP	CONTENT DISPLAY MONITOR	Granted	29 Aug 1997	26 Mar 2003

81026000	France	97940719.4	0870234	Designated EP	CONTENT DISPLAY MONITOR	Granted	29 Aug 1997	26 Mar 2003
81026001	Germany	97940719.4	DE69720186	Designated EP	CONTENT DISPLAY MONITOR	Granted	29 Aug 1997	26 Mar 2003
81025993	Hong Kong	99102791.9	1018327	Designated PCT	CONTENT DISPLAY MONITOR	Granted	02 Jul 1999	28 Oct 2005
81026018	Hong Kong	05103917.9	1071215	Divisional	CONTENT DISPLAY MONITOR	Granted	10 May 2005	30 Apr 2009
81026022	Hong Kong	051039160.0	1071214	Designated PCT	CONTENT DISPLAY MONITOR	Granted	10 May 2005	08 Jun 2007
81026028	Hong Kong	071027812	1097615	Designated PCT	CONTENT DISPLAY MONITOR	Granted	15 Mar 2007	11 Sep 2009
81026002	Ireland	97940719.4	0 870 234	Designated EP	CONTENT DISPLAY MONITOR	Granted	29 Aug 1997	26 Mar 2003
81026003	Italy	97940719.4	0870234	Designated EP	CONTENT DISPLAY MONITOR	Granted	29 Aug 1997	26 Mar 2003
	Liechtenstein	97940719.4	0870234	Designated EP	CONTENT DISPLAY MONITOR	Published	29 Aug 1997	
81026004	Spain	97940719.4	ES2195170	Designated EP	CONTENT DISPLAY MONITOR	Granted	29 Aug 1997	26 Mar 2003
81026005	Sweden	97940719.4	0 870 234	Designated EP	CONTENT DISPLAY MONITOR	Granted	29 Aug 1997	26 Mar 2003
81026006	Switzerland	97940719.4	0870234	Designated EP	CONTENT DISPLAY MONITOR	Granted	29 Aug 1997	26 Mar 2003
81026007	UK	97940719.4	0 870 234	Designated EP	CONTENT DISPLAY MONITOR	Granted	29 Aug 1997	26 Mar 2003
81025621	PCT	US97/15353		PCT Application	CONTENT DISPLAY MONITOR	Lapsed	29 Aug 1997	

**NIELSEN US 6,115,680**

<u>ID</u>	<u>Country</u>	<u>App No.</u>	<u>Patent No.</u>	<u>Appl. Type</u>	<u>App Title</u>	<u>Status</u>	<u>Appl. Date</u>	<u>Grant Date</u>
81025665	US	08/474,082	5,675,510	Priority	COMPUTER USE METER AND ANALYZER	Granted	07 Jun 1995	07 Oct 1997
81025930	US	08/973,173	6,115,680	Designated PCT	COMPUTER USE METER AND ANALYZER	Granted	07 Jun 1995	05 Sep 2000
81026023	US	09/616,317		Continuation	COMPUTER USE METER AND ANALYZER	Abandoned	19 May 2000	
81026026	US	10/037,174		Continuation	COMPUTER USE METER AND ANALYZER	Abandoned	29 Oct 2001	
81025691	Australia	199662739	701,813	Designated PCT	COMPUTER USE METER AND ANALYZER	Granted	07 Jun 1996	04 Feb 1999
81025692	Brazil	PI9609217.3		Designated PCT	COMPUTER USE METER AND ANALYZER	Final Rej	07 Jun 1996	
81025693	Canada	2,223,919	2,223,919	Designated PCT	COMPUTER USE METER AND ANALYZER	Granted	07 Jun 1996	09 Jul 2002
81025695	Germany	0921533		Designated PCT	COMPUTER USE METER AND ANALYZER	Published	07 Jun 1996	
81025969	EP	07005982.9		Divisional	COMPUTER USE METER AND ANALYZER	Published	07 Jun 1996	
81077125	EP	10012282.9		Divisional	COMPUTER USE METER AND ANALYZER	Published	07 Jun 1996	
81025694	EP	96921533			COMPUTER USE METER AND ANALYZER	Abandoned	07 Jun 1996	
81025696	Japan	502197/97	3317705	Designated PCT	COMPUTER USE METER AND ANALYZER	Granted	07 Jun 1996	26 Aug 2002
81025697	Mexico	PA/a/1997/979752	193,614	Designated PCT	COMPUTER USE METER AND ANALYZER	Granted	05 Dec 1997	07 Oct 1999
81025698	Norway	975728			Måler og analysator for datamaskinbenyttelse	Abandoned	05 Dec 1997	
81025666	PCT	US96/10091			COMPUTER USE METER AND ANALYZER	Lapsed	07 June 1996	

\* \* \*

Exhibit B

Licensed Patents

<u>IMATTER NO.</u>	<u>COUNTRY ID</u>	<u>TYPE</u>	<u>SERIAL NO.</u>	<u>PATENT NO.</u>	<u>TITLE</u>	<u>RELATED</u>	<u>STATUS</u>	<u>FILE</u>	<u>ISSUE</u>
13186-0002P01	US	PRV	60/353,993		PERFORMANCE MONITORING AND ANALYSIS		ABANDONED	02/05/02	
13186-0004001	US	UTL	10/358,377	7,930,285	SYSTEMS AND METHODS OF USER DEMOGRAPHIC REPORTING USABLE FOR IDENTIFYING USERS AND COLLECTING USAGE DATA	13186-0004P01	ISSUED	02/05/03	04/19/11
13186-0004002	US	UTL	13/078,667		SYSTEMS FOR AND METHODS OF USER DEMOGRAPHIC REPORTING USABLE FOR IDENTIFYING USERS AND COLLECTING USAGE DATA	13186-0004001	PUBLISHED	04/01/11	



<u>MATTER NO.</u>	<u>COUNTRY ID</u>	<u>TYPE</u>	<u>SERIAL NO.</u>	<u>PATENT NO.</u>	<u>TITLE</u>	<u>RELATED</u>	<u>STATUS</u>	<u>FILE</u>	<u>ISSUE</u>
13186-0004CA1	CA	UTL	2474815		SYSTEMS AND METHODS FOR USER IDENTIFICATION, USER DEMOGRAPHIC REPORTING AND COLLECTING USAGE DATA	13186-0004WO1	PENDING	02/05/03	
13186-0004EP1	EP	UTL	3737601.9		SYSTEMS AND METHODS FOR USER IDENTIFICATION, USER DEMOGRAPHIC REPORTING AND COLLECTING USAGE DATA	13186-0004WO1	PUBLISHED	02/05/03	
13186-0004P01	US	PRV	60/355,785		USER DEMOGRAPHIC REPORTING	13186-0002P01	ABANDONED	02/12/02	

<u>MATTER NO.</u>	<u>COUNTRY ID</u>	<u>TYPE</u>	<u>SERIAL NO.</u>	<u>PATENT NO.</u>	<u>TITLE</u>	<u>RELATED</u>	<u>STATUS</u>	<u>FILE</u>	<u>ISSUE</u>
					SYSTEMS AND METHODS FOR USER IDENTIFICATION, USER				
13186-0004WO1	WO	UTL	PCT/US2003/003225		DEMOGRAPHIC REPORTING AND COLLECTING USAGE DATA	13186-0002P01	NAT PHASE	02/05/03	
13186-0010001	US	UTL	09/532,890	7,181,412	SYSTEMS AND METHODS FOR COLLECTING CONSUMER DATA	13186-0004P01	ISSUED	03/22/00	02/20/07
13186-0010002	US	UTL	11/619,795		SYSTEMS AND METHODS FOR COLLECTING CONSUMER DATA	13186-0010001	ABANDO NED	01/04/07	
13186-0010CA1	CA	UTL	2403879		SYSTEMS AND METHODS FOR COLLECTING CONSUMER DATA	13186-0010WO1	PENDING	03/20/01	
13186-0010EP1	EP	UTL	1922473.2		SYSTEMS AND METHODS FOR COLLECTING CONSUMER DATA	13186-0010WO1	ABANDO NED	03/20/01	

<u>MATTER NO.</u>	<u>COUNTRY ID</u>	<u>TYPE</u>	<u>SERIAL NO.</u>	<u>PATENT NO.</u>	<u>TITLE</u>	<u>RELATED</u>	<u>STATUS</u>	<u>FILE</u>	<u>ISSUE</u>
13186-0010MX1	MX	UTL	PA/a/2002/009 205		SYSTEMS AND METHODS FOR COLLECTING CONSUMER DATA	13186-0010WO1	CLOSED	03/20/01	
13186-0010WO1	WO	UTL	PCT/US01/087 85		SYSTEMS AND METHODS FOR COLLECTING CONSUMER DATA	13186-0010001	NAT PHASE	03/20/01	
13186-0011001	US	UTL	10/358,391	7,493,655	SYSTEMS FOR AND METHODS OF PLACING USER IDENTIFICATION IN THE HEADER OF DATA PACKETS USABLE IN USER DEMOGRAPHIC REPORTING AND COLLECTING USAGE DATA	13186-0010001	ISSUED	02/05/03	02/17/09
13186-0011002	US	UTL	12/347,464		USER IDENTIFICATION IN THE HEADER OF DATA PACKETS	13186-0011001	PUBLISHED	12/31/08	

<u>MATTER NO.</u>	<u>COUNTRY ID</u>	<u>TYPE</u>	<u>SERIAL NO.</u>	<u>PATENT NO.</u>	<u>TITLE</u>	<u>RELATED</u>	<u>STATUS</u>	<u>FILE</u>	<u>ISSUE</u>
13186-0012001	US	UTL	10/358,376	7,260,837	SYSTEMS AND METHODS FOR USER IDENTIFICATION, USER DEMOGRAPHIC REPORTING AND COLLECTING USAGE DATA USING BIOMETRICS	13186-0010001	ISSUED	02/05/03	08/21/07
13186-0012002	US	UTL	11/836,075		SYSTEMS AND METHODS FOR USER IDENTIFICATION, USER DEMOGRAPHIC REPORTING AND COLLECTING USAGE DATA USING BIOMETRICS	13186-0012001	PUBLISHED	08/08/07	

<u>MATTER NO.</u>	<u>COUNTRY ID</u>	<u>TYPE</u>	<u>SERIAL NO.</u>	<u>PATENT NO.</u>	<u>TITLE</u>	<u>RELATED</u>	<u>STATUS</u>	<u>FILE</u>	<u>ISSUE</u>
13186-0048001	US	UTL	11/183,339	7,849,154	ACQUIRING, STORING, AND CORRELATING PROFILE DATA OF CELLULAR MOBILE COMMUNICATIONS SYSTEM'S USERS TO EVENT	13186-0048P01	ISSUED	07/18/05	12/07/10
13186-0048002	US	UTL	12/961,092		ACQUIRING, STORING, AND CORRELATING PROFILE DATA OF CELLULAR MOBILE COMMUNICATIONS SYSTEM'S USERS TO EVENT	13186-0048001	PUBLISHED	12/06/10	
13186-0048P01	US	PRV	60/694,451		ACQUIRING, STORING, AND CORRELATING PROFILE DATA OF CELLULAR MOBILE COMMUNICATIONS SYSTEM'S USERS TO EVENT		EXPIRED	06/27/05	

<u>MATTER NO.</u>	<u>COUNTRY ID</u>	<u>TYPE</u>	<u>SERIAL NO.</u>	<u>PATENT NO.</u>	<u>TITLE</u>	<u>RELATED</u>	<u>STATUS</u>	<u>FILE</u>	<u>ISSUE</u>
13186-0049001	US	UTL	11/903,089		ACQUIRING, STORING, AND CORRELATING PROFILE DATA OF CELLULAR MOBILE COMMUNICATIONS SYSTEM'S USERS TO EVENT	13186-0048001	ABANDONED	09/20/07	
NA(PITKOW 1)	US	UTL	11/640,441	7,685,275	NETWORK INTERACTION ANALYSIS		ISSUED	12/15/06	03/23/10
NA(PITKOW 2)	US	UTL	11/640,125		NETWORK INTERACTION CORRELATION		PENDING	12/15/06	
NA(PITKOW 3)	US	PRV	61/007,915		NETWORK INTERACTION MONITORING DEVICE		EXPIRED	12/15/06	
NA(PITKOW 4)	US	UTL	11/986,311		NETWORK INTERACTION MONITORING APPLIANCE	PITKOW 3	PENDING	11/19/07	
NA(PITKOW 5)	US	UTL	12/077,947		NETWORK INTERACTION MONITORING APPLIANCE	PITKOW 4	PENDING	03/21/08	

<u>MATTER NO.</u>	<u>COUNTRY ID</u>	<u>TYPE</u>	<u>SERIAL NO.</u>	<u>PATENT NO.</u>	<u>TITLE</u>	<u>RELATED</u>	<u>STATUS</u>	<u>FILE</u>	<u>ISSUE</u>
NA(PITKOW 6)	WO	UTL	PCT/US2007/025133		A NETWORK INTERACTION MONITORING APPLICATION SYSTEMS AND METHODS FOR USER IDENTIFICATION, USER DEMOGRAPHIC REPORTING AND COLLECTING USAGE DATA SYSTEMS AND METHODS FOR COLLECTING CONSUMER DATA	PITKOW 1 PITKOW 2 PITKOW 3 PITKOW 4	EXPIRED	12/07/07	
N/A	AU	UTL	2003210825			13186-0004WO1	LAPSED	2/5/2003	
N/A	AU	UTL	200149270			13186-0010WO1	LAPSED	3/20/2001	

\* \* \*

**Exhibit C**

**Stipulation of Dismissal for Alexandria Action**

(See attached.)



**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION**

<b>COMSCORE, INC.,</b>	)	
	)	
<b>Plaintiff,</b>	)	<b>Civil Action No. 1:11-CV-290-LMB/TRJ</b>
	)	
<b>v.</b>	)	
	)	
<b>THE NIELSEN COMPANY (US), LLC</b>	)	
<b>and NETRATINGS, LLC,</b>	)	
	)	
<b>Defendants.</b>	)	
	)	

**STIPULATION OF DISMISSAL**

Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), the Plaintiff and Defendants hereby stipulate and agree that the above action, including all claims and affirmative defenses, are dismissed WITH PREJUDICE, subject to the terms of that certain agreement entitled "PATENT PURCHASE, LICENSE AND SETTLEMENT AGREEMENT" and dated December 20, 2011 with each party to bear its own costs, expenses and attorneys' fees.

SO AGREED AND STIPULATED:

Dated: December 20, 2011

Dated: December 20, 2011

By:

By:

/s/ Kevin Collins

Richard Rainey (*pro hac vice*)  
Kevin B. Collins (*pro hac vice*)  
Paul A. Ainsworth (*pro hac vice*)  
Brian G. Bieluch (*pro hac vice*)  
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**Exhibit D**

**Stipulation of Dismissal for Norfolk Action**

(See attached.)

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
NORFOLK DIVISION**

---

<b>THE NIELSEN COMPANY (US), LLC,</b>	)	
	)	
<b>Plaintiff/Counterclaim</b>	)	<b>Civil Action No. 2:11-CV-168-MSD/TRJ</b>
<b>Defendant,</b>	)	
	)	
<b>v.</b>	)	
	)	
<b>COMSCORE, INC.,</b>	)	
	)	
<b>Defendant/Counterclaim</b>	)	
<b>Plaintiff.</b>	)	

---

**STIPULATION OF DISMISSAL**

Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), the Plaintiff and Defendant hereby stipulate and agree that the above action, including all claims, and counterclaims and affirmative defenses, are dismissed WITH PREJUDICE, subject to the terms of that certain agreement entitled "PATENT PURCHASE, LICENSE AND SETTLEMENT AGREEMENT" and dated December 20, 2011 with each party to bear its own costs, expenses and attorneys' fees.

SO AGREED AND STIPULATED:

Date: December 20, 2011

Date: December 20, 2011

By:

By:

/s/ Walter Kelley

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*The Nielsen Company (US), LLC*

/s/ Kevin Collins

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**Exhibit E**

**Form of Stock Purchase Agreement**

(See attached.)

**Exhibit F**  
**Form of Voting Agreement**  
(See attached.)

**PURCHASE AGREEMENT**

This PURCHASE AGREEMENT (this “**Agreement**”) is entered into as of December 20, 2011 (the “**Effective Date**”), by and among comScore, Inc., a Delaware corporation (the “**Company**”), and The Nielsen Company (US), LLC, a Delaware limited liability company (the “**Purchaser**”), for the purchase and sale by the Purchaser of shares of the Company’s common stock, par value \$0.001 per share (the “**Common Stock**”).

**RECITALS**

A. The Company and the Purchaser are concurrently entering into that certain Patent Purchase, License and Settlement Agreement by and between the Company and the Purchaser of even date herewith (the “**Settlement Agreement**”) and that certain Voting Agreement by and between the Company and the Purchaser of even date herewith (the “**Voting Agreement**”);

B. The Settlement Agreement contemplates the issuance and sale of the Shares (as defined below) by the Company pursuant to the terms of this Agreement as good and valuable consideration for the rights granted to the Company therein.

NOW THEREFORE, in consideration of the covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**AGREEMENT****ARTICLE I****Purchase and Sale of Common Stock**

Section 1.1 **Purchase and Sale of Common Stock**. Upon the following terms and conditions, the Company shall issue and sell to the Purchaser, and the Purchaser shall purchase from the Company, an aggregate of nine hundred seventy four thousand three hundred fifty eight (974,358) shares of common stock of the Company (collectively, the “**Shares**”), representing that number of shares of Common Stock of the Company equal to \$19,000,000 divided by the greater of \$19.50 or the trailing average closing price as reported by NASDAQ for the 30 trading days immediately preceding the Effective Date in exchange for the Purchaser’s execution and the rights and privileges contemplated pursuant to the Settlement Agreement. The Company and the Purchaser are executing and delivering this Agreement in accordance with and in reliance upon the exemption from securities registration afforded by Section 4(2) of the Securities Act of 1933, as amended (the “**Securities Act**”), and the rules and regulations promulgated thereunder, including Regulation D (“**Regulation D**”), and/or upon such other exemption from the registration requirements of the Securities Act as may be available with respect to any or all of the investments to be made hereunder.



Section 1.2 **Closing**. The Company agrees to issue and sell to the Purchaser and, in consideration of and in express reliance upon the representations, warranties, covenants, terms and conditions of this Agreement, the Purchaser agree to purchase the Shares. The closing of the purchase and sale of the Shares (the “**Closing**”) shall take place at the offices of Wilson Sonsini Goodrich & Rosati, Professional Corporation, 1700 K Street, NW, Fifth Floor, Washington, DC 20006, as soon as practicable following the satisfaction or waiver of the conditions set forth in Article IV, or at such other time and place or on such date as the Purchaser and the Company may agree upon (such date is hereinafter referred to as the “**Closing Date**”). At the Closing, the Purchaser shall deliver either original or electronic copies of manually, executed counterparts of the Settlement Agreement against the issuance by the Company of the Shares.

Section 1.3 **Delivery**. At the Closing or as promptly thereafter as is practicable (but in no event more than five (5) Business Days after the Closing Date), the Company shall deliver to the Purchaser certificates representing the portion of the Shares purchased by the Purchaser (it being understood that the Purchaser shall be record holders of the Shares on the Closing Date). For purposes hereof, the term “Business Day” shall mean a day other than Saturday, Sunday or a federal holiday in which the New York Stock Exchange is closed for trading.

## ARTICLE II

### Representations and Warranties

Section 2.1 **Representations and Warranties of the Company**. The Company hereby represents and warrants to the Purchaser as follows:

(a) **Organization; Standing and Power**. The Company and each of its Significant Subsidiaries (i) is a corporation or other organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, (ii) has the requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted and (iii) is duly qualified or licensed and in good standing to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary, other than in such jurisdictions where the failure to so qualify or to be in good standing, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Change to the Company. For purposes of this Agreement, the term “**Significant Subsidiary**” shall have the meaning provided by Rule 1-02 of Regulation S-X of the Commission; (iii) “Subsidiary Charter Documents” shall mean the certificate of incorporation and bylaws, or like organizational documents of a Subsidiary; and (iv) “**Commission**” shall mean the Securities and Exchange Commission. For purposes of this Agreement, the term “**Material Adverse Change**” when used in connection with an entity, means any change, event, violation, inaccuracy, circumstance or effect (any such item, an “**Effect**”), individually or when taken together with all other Effects that have occurred prior to the date of determination of the occurrence of the Material Adverse Change, that (i) is or is reasonably likely to be materially adverse to the business, assets (including intangible assets), capitalization, financial condition or results of operations of such entity taken as a whole with its subsidiaries or (ii) will or is reasonably likely to materially impede the ability of such entity to timely consummate the transactions contemplated by the Transaction Documents in accordance with the terms thereof and applicable legal requirements.

(b) Charter Documents. The Company is not in violation of any of the provisions of the Company Charter Documents. For purposes of this Agreement, the term “**Company Charter Documents**” shall mean a true and correct copy of the Certificate of Incorporation (including any Certificate of Designations) and Bylaws of the Company, each as amended to date.

(c) Subsidiaries. All the outstanding shares of capital stock of, or other equity or voting interests in, each Significant Subsidiary have been validly issued and are fully paid and nonassessable and are owned by the Company, a wholly-owned subsidiary of the Company, or the Company and another wholly-owned subsidiary of the Company, free and clear of all Liens, including any restriction on the right to vote, sell or otherwise dispose of such capital stock or other ownership interests, except for restrictions imposed by applicable securities laws, except as would not reasonably be expected to have a Material Adverse Change to the Company or a Material Adverse Change to such Significant Subsidiary. Other than the subsidiaries of the Company, neither the Company nor any of its subsidiaries owns any capital stock of, or other equity or voting interests of any nature in, or any interest convertible, exchangeable or exercisable for, capital stock of, or other equity or voting interests of any nature in, any other person. For purposes of this Agreement, the term “**Lien**” shall mean pledges, claims, liens, charges, encumbrances, options and security interests of any kind or nature whatsoever.

(d) Capital Stock. Each share of capital stock of the Company which may be issued as contemplated or permitted by the Transaction Documents will be, when issued, duly authorized and validly issued, fully paid and nonassessable and not subject to any preemptive rights, free and clear of all Liens, and free of restrictions on transfer other than restrictions on transfer contemplated by the Transaction Documents, including those provided in this Agreement, and applicable state and federal securities laws.

(e) Other Securities. Except as otherwise disclosed in the SEC Reports filed prior to the date hereof, there are no securities, options, warrants, calls, rights, contracts, commitments, agreements, instruments, arrangements, understandings, obligations or undertakings of any kind to which the Company or any of its subsidiaries is a party or by which any of them is bound obligating the Company or any of its subsidiaries to (including on a deferred basis) issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock or other voting securities of the Company or any of its subsidiaries, or obligating the Company or any of its subsidiaries to issue, grant, extend or enter into any such security, option, warrant, call, right, contract, commitment, agreement, instrument, arrangement, understanding, obligation or undertaking.

(f) Authority. The Company has all requisite corporate power and authority to enter into this Agreement, the Voting Agreement and the Settlement Agreement and the other agreements and documents contemplated hereby and thereby which are executed by the Company or to which the Company is a party (all of the foregoing agreements and documents, including this Agreement, are collectively referred to herein as the “**Transaction Documents**”). The execution and delivery of the Transaction Documents and the consummation of the transactions contemplated thereby have been duly authorized by all necessary corporate action on the part of the Company and no other corporate or other proceedings on the part of the Company is necessary to authorize the execution and delivery of the Transaction Documents or

to consummate the transactions contemplated thereby. The Transaction Documents have been, or will be upon the Closing, duly executed and delivered by the Company and, assuming due execution and delivery by the other parties hereto, constitutes the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be subject to the laws of general application relating to bankruptcy, insolvency, and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies. The issuance of the Shares has been duly authorized by the Company and, when issued and paid for in accordance with the terms of this Agreement, the Shares will be validly issued, fully paid and nonassessable.

(g) Non-Contravention. The execution and delivery of the Transaction Documents by the Company does not, and performance of the Transaction Documents by the Company and the consummation of the transactions contemplated thereby will not: (i) conflict with or violate the Company Charter Documents, (ii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or materially impair the Company's rights or alter the rights or obligations of any third party under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any of the properties or assets of the Company or any of its Significant Subsidiaries pursuant to, any material agreement, contract or instrument of the Company or by which the Company or any of its assets are bound, or (iii) trigger anti-dilution rights or other rights to acquire additional equity securities of the Company.

(h) Necessary Consents. No consent, approval, order or authorization of, or registration, declaration or filing with any Governmental Entity or any other person is required to be obtained or made by the Company in connection with the execution and delivery of the Transaction Documents or the consummation of the transactions contemplated thereby, except for such other consents, authorizations, filings, approvals and registrations which if not obtained or made would not be material to the Company or materially adversely affect the ability of the parties hereto to consummate the transactions contemplated hereby. For the purposes of this Agreement, "**Governmental Entity**" shall mean any supranational, national, state, municipal, local or foreign government, any instrumentality, subdivision, court, administrative agency or commission or other governmental authority or instrumentality, or any quasi-governmental or private body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority.

(i) Commission Filings. The Company has filed all required registration statements, prospectuses, reports, schedules, forms, statements and other documents (including exhibits and all other information incorporated by reference) required to be filed by it with the Commission since December 1, 2010. All such required registration statements, prospectuses, reports, schedules, forms, statements and other documents (including those that the Company may file subsequent to the date hereof) are referred to herein as the "**SEC Reports**." As of their respective dates, the SEC Reports (i) were prepared in accordance and complied in all material respects with the requirements of the Securities Act, or the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), as the case may be, and the rules and regulations of the Commission thereunder applicable to such SEC Reports and (ii) did not at the time they were filed (or if amended or superseded by a filing prior to the date of this Agreement then on the date of such filing) contain any untrue statement of a material fact or omit to state a material fact

required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Except as disclosed on the SEC Reports filed prior to the date hereof, there has been no Material Adverse Change to the Company since September 30, 2011.

(j) **Purchaser Not an Affiliate.** The Company is not aware of any facts that would result, immediately prior to or upon the consummation of the transactions contemplated by this Agreement, in the Purchaser being deemed an “affiliate” of the Company for the purpose of Rule 144 promulgated under the Securities Act.

(k) **Internal Controls.** As of September 30, 2011, the Company’s disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) promulgated under the Exchange Act) (the “**Disclosure Controls**”) were effective, in all material respects, to ensure that information required to be disclosed in the reports that it files and submits under the Exchange Act (i) is recorded, processed, summarized and reported, within the time periods specified in the Securities and Exchange Commission’s rule and forms and (ii) is accumulated and communicated to the Company’s management, including the Company’s Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. During the period from September 30, 2011 until the date of this Agreement, there were no changes in the Company’s internal control over financial reporting (the “**Financial Reporting Controls**”) that have materially affected, or are reasonably likely to materially affect, the Company’s internal control over financial reporting. As of September 30, 2011, the Company had: (i) designed the Disclosure Controls, or caused such the Disclosure Controls to be designed under its management’s supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to the Company’s management by others within those entities; and (ii) designed the Financial Reporting Controls, or caused the Financial Reporting Controls to be designed under the Company’s management supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes by the Company in accordance with United States generally accepted accounting principles. From September 30, 2011 through the date of this Agreement, the Company has not reported to the Audit Committee (the “**Audit Committee**”) of the Company’s Board of Directors (the “**Board**”) or the Board (i) any change in the Disclosure Controls or the Financial Reporting Controls or (ii) any suspected act of fraud involving management or other employees who have a significant role in the Disclosure Controls or the Financial Reporting Controls, either of which, if determined adversely, would reasonably be expected to constitute a Material Adverse Change to the Company.

Section 2.2 **Representations and Warranties of the Purchaser.** The Purchaser hereby makes the following representations and warranties to the Company:

(a) **Organization and Standing of the Purchaser.** The Purchaser is a corporation, limited liability company or partnership duly incorporated or organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization.

(b) **Authorization and Power.** The Purchaser has the requisite power and authority to enter into and perform the Transaction Documents and to purchase the Shares being

sold to it hereunder. The execution, delivery and performance of the Transaction Documents by the Purchaser and the consummation by it of the transactions contemplated thereby have been duly authorized by all necessary corporate or other action, and no further consent or authorization of the Purchaser or its board of directors, stockholders, or partners, as the case may be, is required. The Transaction Documents constitute, or shall constitute when executed and delivered, valid and binding obligations of the Purchaser enforceable against the Purchaser in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, conservatorship, receivership or similar laws relating to, or affecting generally the enforcement of creditor's rights and remedies or by other equitable principles of general application.

(c) Acquisition for Investment. The Purchaser is acquiring the Shares solely for its own account and not with a view to or for sale in connection with the distribution thereof. The Purchaser does not have a present intention to sell any of the Shares, nor a present arrangement (whether or not legally binding) or intention to effect any distribution of any of the Shares to or through any person or entity. The Purchaser acknowledges that it (i) has such knowledge and experience in financial and business matters such that the Purchaser is capable of evaluating the merits and risks of its investment in the Company, (ii) is able to bear the financial risks associated with an investment in the Shares, and (iii) has been given appropriate access to such records of the Company and its subsidiaries and to the officers of the Company as it has deemed necessary or appropriate to conduct a due diligence investigation.

(d) Restricted Securities. The Purchaser understands that the Shares have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein. The Purchaser understands that the Shares are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Purchaser must hold the Shares indefinitely unless they are registered with the Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Shares, and on requirements relating to the Company which are outside of the Purchaser's control, and which the Company is under no obligation and may not be able to satisfy. The Purchaser understands that no United States federal or state agency or any government or governmental agency has passed upon or made any recommendation or endorsement of the Shares.

(e) Additional Restrictions. The Purchaser understands that the Shares are subject to certain covenants as described in Article III of this Agreement.

(f) No General Solicitation. The Purchaser acknowledges that the Shares were not offered to the Purchaser by means of any form of general or public solicitation or general advertising, or publicly disseminated advertisements or sales literature, including (i) any advertisement, article, notice or other communication published in any newspaper, magazine, or similar media, or broadcast over television or radio, or (ii) any seminar or meeting to which the Purchaser was invited by any of the foregoing means of communications.

(g) **Equity Owned.** Excluding the Shares to be issued pursuant to this Agreement, as of the date hereof neither the Purchaser nor any of its direct or indirect subsidiaries owns any shares of record of the Company's Common Stock. Excluding the Shares to be issued pursuant to this Agreement, as of the date hereof, neither the Purchaser nor any of its affiliates beneficially own (in accordance with Rule 13d-3 of the Exchange Act) any other shares of the Company's Common Stock.

(h) **Accredited Investor.** The Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

(i) **Purchaser Not an Affiliate.** The Purchaser is not aware of any facts that would result, immediately prior to or upon the consummation of the transactions contemplated by this Agreement, in the Purchaser being deemed an "affiliate" of the Company for the purpose of Rule 144 promulgated under the Securities Act.

### ARTICLE III

#### Covenants

Section 3.1 **Trading Prohibition.** Subject to Section 3.7(c), until the earlier of (a) the first anniversary of the Effective Date, (b) the termination of Magid M. Abraham as Chief Executive Officer of the Company, (c) a Change of Control or (d) any material breach by the Company of any of the representations, warranties, covenants or agreements made by the Company in any Transaction Document, the Purchaser shall not (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock "beneficially owned" (as such term is used in Rule 13d-3 of the Exchange Act) by Purchaser or any other securities so owned convertible into or exercisable or exchangeable for Common Stock or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Shares, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. The Purchaser also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of shares of Common Stock except in compliance with the foregoing restrictions. For the purposes of this Agreement, "**Change of Control**" shall mean any one of the following events (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the "beneficial owner" (as such term is used in Rule 13d-3 of the Exchange Act, except that a person shall be deemed to be the beneficial owner of all securities that such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company's voting securities or otherwise acquires the right to elect a majority of the members of the Board; (ii) the consummation of the sale or disposition by the Company of all or substantially all of the Company's assets; (iii) the consummation of a plan of reorganization, merger or consolidation involving the Company, other than a merger or consolidation which would result in the holders of the voting securities of the Company outstanding immediately prior thereto continuing to hold securities representing (either by voting securities of the Company continuing to remain

outstanding or by such securities being converted into voting securities of the surviving entity or its parent) more than fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such consolidation, merger or consolidation in substantially the same proportion as immediately before such consolidation, merger or consolidation; (iv) any person or two or more persons acting in concert acquires by contract or otherwise, or enters into a contract or arrangement that, upon consummation, will result in its acquisition of the power to exercise, directly or indirectly, a controlling influence over the management or policies of the Company, or control over the equity securities of the Company entitled to vote for members of the Board (and taking into account all such securities that such person or group has the right to acquire) representing fifty percent (50%) or more of the combined voting power of such securities; or (v) the individuals who, as of the date hereof, are members of the Board, cease, for any reason, to constitute more than 50% of the number of authorized directors of the Company.

Section 3.2 **Volume Restrictions on Resale.** Following the Closing and notwithstanding any additional restrictions that may apply pursuant to Section 3.1 hereof, subject to Section 3.7(c), if any Shares are sold for the account of the Purchasers, the amount of Common Stock sold, together with all sales of Common Stock sold for the account of Purchaser within the preceding three months at the time of sale, shall not exceed the greatest of (i) one percent of the Common Stock outstanding as shown by the most recent SEC Report published by the Company, (ii) the average weekly reported volume of trading in Common Stock on all national securities exchanges and/or reported through the automated quotation system of a registered securities association during the four calendar weeks preceding the date of proposed sale or (iii) the average weekly volume of trading in such securities reported pursuant to an effective transaction reporting plan or an effective national market system plan, as those terms are defined in Section 600 of Regulation NMS, during the four-week period specified in Section 3.2(ii). The Purchaser also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of shares of Common Stock except in compliance with the foregoing restrictions.

Section 3.3 **Standstill.** For so long as Purchaser or its successor or assigns hold the Shares, the Purchaser and its wholly owned or controlled subsidiaries shall not, without the prior written consent of the Company or its Board:

(a) acquire, offer, seek or propose to acquire, or agree to acquire, directly or indirectly (including acquiring beneficial ownership as defined in Rule 13d-3 under the Exchange Act), by purchase or otherwise, any capital stock of the Company or direct or indirect rights to acquire any capital stock of the Company, or of any successor to or person in control of the Company, or any assets of the Company or any subsidiary or division of the Company or of any such successor or controlling person, except to the extent such acquisition, offer, seeking, proposal or agreement is incidental to a transaction a primary purpose of which is not to acquire capital stock of the Company;

(b) make, or in any way participate, directly or indirectly, in any "solicitation" of "proxies" to vote (as such terms are used in the rules of the Commission), or seek to advise or influence any person or entity with respect to the voting of any capital stock of the Company of the Company;

(c) make any public announcement with respect to, or submit a proposal for or offer of (with or without conditions) (including to the Board), any extraordinary transaction involving the Company or any of its securities or assets;

(d) form, join or in any way participate in a 13D Group in connection with any of the foregoing;

(e) otherwise act or seek to control or influence the management or Board or policies of the Company, whether alone or in concert with others;

(f) take any action that could reasonably be expected to require the Company to make a public announcement regarding the possibility of any of the events described in clauses (a) through (e) above;

(g) request the Company or any of its representatives, directly or indirectly, to amend or waive any provision of this Section in a manner that would require public disclosure; or

(h) direct or instruct any of their respective subsidiaries, representatives or affiliates to take any such action.

For the purposes of this Agreement, “**13D Group**” means any group of persons formed for the purpose of acquiring, holding, voting or disposing of capital stock of the Company that would be required under Section 13(d) of the Exchange Act, and the rules and regulations promulgated thereunder, to file a statement on Schedule 13D pursuant to Rule 13d-1(a) or Schedule 13G pursuant to Rule 13d-1(c) with the Commission as a “person” within the meaning of Section 13(d)(3) of the Exchange Act if such group (as such term is used in Rule 13d-3 of the Exchange Act) capital stock of the Company representing more than 5% of any class of capital stock of the Company then outstanding.

Section 3.4 **Market Stand-off**. For so long as it holds the Shares, the Purchaser hereby agrees that, during the period of duration specified by the managing underwriter of common stock or other securities of the Company following the effective date of a registration statement for any public offering of the Company’s Common Stock filed under the Securities Act, it shall not, to the extent requested by such underwriter, directly or indirectly sell, offer to sell, contract to sell (including, without limitation, any short sale), grant any option to purchase or otherwise transfer or dispose of (other than to donees who agree to be similarly bound) any securities of the Company held by it at any time during such period except Common Stock included in such registration; provided, however, that: (i) all “named executive officers” (as defined in Item 402 of Regulation S-K) and directors of the Company enter into similar agreements or are bound by similar agreements with the Company and (ii) such market stand-off time period shall not exceed ninety (90) days. The Purchaser agrees to provide to the other underwriters of any such public offering such further agreements as such underwriter may reasonably request in connection with this market stand-off agreement, provided that the terms of such agreements are substantially consistent with foregoing provisions of this Section. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to the Shares until the end of such period. Notwithstanding the foregoing, the obligations



described in this Section shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms which may be promulgated in the future, or a registration relating solely to a Rule 145 transaction.

Section 3.5 **Effect on Transferees.** Notwithstanding any provision of this Agreement to the contrary, (i) the Purchaser may transfer any or all of the Shares to an affiliate without restriction under this Agreement, provided that any such transfer shall be effective only upon the written agreement of such transferee to be bound by the terms of this Agreement with respect to such Shares and (ii) any person that acquires Shares from the Purchaser in a transaction that is in compliance with the terms of this Agreement (except for transactions pursuant to clause (i) of this Section 3.5) shall acquire such Shares free and clear of any and all provisions of this Agreement and shall not be bound by any provision of this Agreement.

Section 3.6 **Additional Listing Application.** To the extent required by the rules of the Nasdaq Global Market or the Company's listing agreement with the Nasdaq Global Market, the Company will file a notification form for the listing of additional shares in connection with the transactions contemplated hereby.

Section 3.7 **Communications with Governmental Entities.**

(a) Except as may be prohibited by any Governmental Entity or by any legal requirement, each of Company and the Purchaser shall: (i) promptly inform the other party of any communication to or from the Federal Trade Commission, the Department of Justice or any other Governmental Entity regarding the Shares or any of the transactions contemplated by this Agreement; (ii) give the other party prompt written notice of the receipt of an inquiry, subpoena or commencement of any legal proceeding by or before any Governmental Entity with respect to the Shares or any of the transactions contemplated by this Agreement; and (iii) keep the other party informed as to the status of any such inquiry, subpoena or legal proceeding.

(b) The Company and the Purchaser will consult and cooperate with one another, and will consider in good faith the views of one another, in connection with any analysis, appearance, presentation, memorandum, brief, argument, opinion or proposal made or submitted in connection with any inquiry, subpoena or legal proceeding under or relating to any federal or state antitrust law and regarding the Shares or any of the transactions contemplated by this Agreement. In addition, except as may be prohibited by any Governmental Entity or by any legal requirement, in connection with any inquiry or legal proceeding under or relating to any federal or state antitrust law and regarding the Shares or any of the other transactions contemplated by this Agreement, each of the Company and the Purchaser will permit authorized representatives of the other party to be present at each meeting or conference relating to any such inquiry or legal proceeding and to have access to and be consulted in connection with any document, opinion or proposal made or submitted to any Governmental Entity in connection with any such inquiry or legal proceeding.

(c) Notwithstanding the foregoing in this Section 3.7, if at any time after a written inquiry or demand from the Federal Trade Commission, the Department of Justice or any other Governmental Entity to the Company or Purchaser, either the Purchaser or the Company, as applicable in such party's sole discretion and in good faith, believes that such Governmental

Entity has undertaken or intends to undertake a formal investigation of the Purchaser regarding the Shares or any of the transactions contemplated by this Agreement, including without limitation, through the issuance of a Civil Investigative Demand, Request for Additional Information or otherwise, the Purchaser may elect to, or the Company, upon written notice to the Purchaser, may cause the Purchaser to, sell, transfer and divest itself of the Shares, in one or more sales made under Rule 144 promulgated under the Securities Act in one or more ordinary brokerage transactions over any exchange on which the Company's common stock is listed, notwithstanding any restrictions to the contrary under this Agreement, including without limitation this Article III.

Section 3.8 **Purchaser Not an Affiliate.** For so long as the Purchaser and its successors and assigns hold any Shares subject to the restrictions on resale provided in this Article III, the Company will not knowingly take any action that may cause the Purchaser to be deemed to be an "affiliate" of the Company for the purpose of Rule 144 promulgated under the Securities Act without the written consent of the Purchaser.

Section 3.9 **Information Requirements.** With a view to making available to the Purchaser the benefits of Rule 144 promulgated under the Securities Act and any other rule or regulation of the Commission that may at any time permit a Purchaser to sell securities of the Company to the public without registration, the Company agrees to use its best efforts, for so long as the Purchaser and its successors and assigns hold any Shares subject to the restrictions on resale provided in this Article III, to:

- (a) make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act;
- (b) file promptly all reports and any definitive proxy or information statements or other documents required to be filed by the Company with the Commission pursuant to Sections 13(a), 13(c) 14 or 15(d) of the Exchange Act; and
- (c) not disclose or otherwise make available to Purchaser any material, non-public information about or relating to the Company.

#### **ARTICLE IV**

##### **Conditions**

Section 4.1 **Conditions Precedent to the Obligations of each Party to Close and Purchase or Sell the Shares.** The respective obligations of any party to this Agreement to proceed with the Closing shall be subject to the satisfaction at or prior to the Closing Date of the following conditions:

- (a) **No Injunction.** No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, or promulgated by any court or governmental authority of competent jurisdiction which prohibits the consummation of any of the transactions contemplated by the Transaction Documents.

Section 4.2 **Conditions Precedent to the Obligation of the Purchaser to Close and to Purchase the Shares.** The obligations of the Purchaser to purchase the Shares from the Company at the Closing shall be subject to the satisfaction at or prior to the Closing Date of each of the following conditions, any of which may be waived, in writing, exclusively by the Purchaser:

(a) Delivery of Transaction Documents. The other Transaction Documents to which the Company is a party shall have been duly executed and delivered by the Company to the Purchaser.

Section 4.3 **Conditions Precedent to the Obligation of the Company to Close and to Sell the Shares.** The obligation of the Company to sell the Shares to the Purchaser shall be subject to the satisfaction at or prior to the Closing Date of each of the following conditions, any of which may be waived, in writing, exclusively by the Company:

(a) Delivery of Transaction Documents. The other Transaction Documents to which the Purchaser is party shall have been duly executed and delivered by the Purchaser to the Company.

## ARTICLE V

### Certificate Legend

#### Section 5.1 Legend.

(a) Each certificate representing the Shares shall be stamped or otherwise imprinted with a legend substantially in the following form (in addition to any legend required by applicable state securities or "blue sky" laws) until such legend may be removed as provided in subsection (b) below:

"THE SHARES OF COMMON STOCK REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR IF APPLICABLE, STATE SECURITIES LAWS. THESE SHARES OF COMMON STOCK MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED (A) IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SHARES OF COMMON STOCK UNDER SAID ACT AND APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO COMSCORE, INC. THAT SUCH REGISTRATION IS NOT REQUIRED OR (B) UNLESS SOLD PURSUANT TO RULE 144 PROMULGATED UNDER SUCH ACT.

THE SHARES REPRESENTED BY THIS CERTIFICATE MAY BE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND A LOCK-UP PERIOD IN THE EVENT OF A PUBLIC

(b) The Company agrees to reissue certificates representing any of the Shares, without the legend set forth above, if at such time, prior to making any transfer of any such Shares, such holder thereof shall give written notice to the Company describing the manner and terms of such transfer and removal as the Company may reasonably request; provided that such legends shall not be removed and such proposed transfer will not be effected until: (i) such shares of Common Stock are registered under the Securities Act; (ii) such holder provides the Company with an opinion of counsel acceptable to the Company to the effect that a public sale, assignment or transfer of the shares of Common Stock may be made without registration under the Securities Act and applicable state securities or “blue sky” laws; or (iii) such transfer is in compliance with Rule 144 promulgated under the Securities Act and Sections 3.1 and 3.2 of this Agreement and is pursuant to an ordinary brokerage transaction over an exchange on which the Company’s common stock is listed. In the case of any proposed transfer under this section, the Company shall in no event be required, in connection therewith, to qualify to do business in any state where it is not then qualified or to take any action that would subject it to tax or to general service of process in any state where it is not then subject. The restrictions on transfer contained in this section shall be in addition to, and not by way of limitation of, any other restrictions on transfer contained in any other section of this Agreement.

## ARTICLE VI

### Termination

Section 6.1 **Termination.** This Agreement may be terminated at any time prior to the Closing Date by (a) the mutual written consent of the Company and the Purchaser, or (b) any party if the Closing Date has not occurred by December 31, 2011; provided, however, that the right to terminate pursuant to this Section 6.1 shall not be available to any party whose action or failure to act has been a principal cause of or resulted in the failure of the Closing to occur on or before such date, and such action or failure to act constitutes a breach of this Agreement.

Section 6.2 **Effect of Termination.** In the event of a termination by the Company or the Purchaser, written notice thereof shall forthwith be given to the other party and the transactions contemplated by this Agreement shall be terminated without further action by any party. If this Agreement is terminated as provided in Section 6.1 herein, this Agreement shall become void and of no further force or effect, except for this Section 6.2 and Article VII herein, which shall survive the termination of this Agreement. Nothing in this Section 6.2 shall be deemed to release the Company or any Purchaser from any liability for any breach of this Agreement, or to impair the rights of the Company or the Purchaser to compel specific performance by the other of its obligations under this Agreement.

## ARTICLE VII

### Miscellaneous

Section 7.1 **Governing Law; Jurisdiction.** This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without giving effect to the principles of conflicts of laws. Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement may be brought or otherwise commenced in any state or federal court located in the State of Delaware. Each party hereto agrees to the entry of an order to enforce any final resolution, settlement, order or award made pursuant to this Section 7.1 by the state and federal courts located in the State of Delaware and in connection therewith hereby waives, and agrees not to assert by way of motion, as a defense, or otherwise, any claim that such resolution, settlement, order or award is inconsistent with or violative of the laws or public policy of the laws of the State of Delaware or any other jurisdiction.

Section 7.2 **Entire Agreement; Amendment.** This Agreement and the other Transaction Documents constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof. Any previous agreements among the parties relative to the specific subject matter hereof are superseded by this Agreement. Neither this Agreement nor any provision hereof may be amended, changed, waived, discharged or terminated other than by a written instrument signed by the party against who enforcement of any such amendment, change, waiver, discharge or termination is sought.

Section 7.3 **Notices, etc.** All notices and other communications required or permitted hereunder shall be effective upon receipt and shall be in writing and may be delivered in person, by telecopy, electronic mail, express delivery service or U.S. mail, in which event it may be mailed by first-class, certified or registered, postage prepaid, addressed, to the party to be notified, at the respective addresses set forth below, or at such other address which may hereinafter be designated in writing:

(a) If to the Purchaser, to:

The Nielsen Company (US), LLC  
40 Danbury Road  
Wilton, CT 06897  
Attention: James W. Cuminale, Chief Legal Officer  
Fax No.: 203-568-2876

with a copy to:

Robinson & Cole LLP  
1055 Washington Boulevard  
Stamford, CT 06901-2249  
Attention: Eric J. Dale  
Fax No.: 203-462-7599

(b) If to the Company, to:  
comScore, Inc. 11950 Democracy Drive  
6<sup>th</sup> Floor  
Reston, Virginia 20190  
Attention: Chief Executive Officer  
General Counsel  
Phone: 703-438-2100  
Fax No.: 703-438-2051

with a copy to:

Wilson Sonsini Goodrich & Rosati, Professional Corporation  
650 Page Mill Road  
Palo Alto, CA 94304  
Attention: Robert G. Day, Esq.  
Fax No.: 650-493-6811

Section 7.4 **Delays or Omissions**. It is agreed that no delay or omission to exercise any right, power or remedy accruing to any party upon any breach or default of any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character of any breach or default under this Agreement, or any waiver of any provisions or conditions of this Agreement must be in writing signed by the party to be charged and shall be effective only to the extent specifically set forth in writing, and that all remedies, either under this Agreement, by law or otherwise, shall be cumulative and not alternative.

Section 7.5 **Titles; Subtitles**. The titles of the Articles and Sections of this Agreement are for convenience of reference only and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any of its provisions.

Section 7.6 **Successors and Assigns**. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto. Notwithstanding anything set forth herein to the contrary, the Purchaser may assign this Agreement and the Shares to any affiliate of the Purchaser without notice to or consent of the Company.

Section 7.7 **No Third Party Beneficiaries**. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

Section 7.8 **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Electronic delivery of an executed counterpart of a signature page of this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 7.9 **Severability**. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

Section 7.10 **SPECIFIC PERFORMANCE**. THE PARTIES HERETO AGREE THAT IRREPARABLE DAMAGE WOULD OCCUR IN THE EVENT THAT ANY OF THE PROVISIONS OF THIS AGREEMENT WERE NOT PERFORMED IN ACCORDANCE WITH ITS SPECIFIC INTENT OR WERE OTHERWISE BREACHED. IT IS ACCORDINGLY AGREED THAT THE PARTIES SHALL BE ENTITLED TO AN INJUNCTION OR INJUNCTIONS, WITHOUT BOND, TO PREVENT OR CURE BREACHES OF THE PROVISIONS OF THIS AGREEMENT AND TO ENFORCE SPECIFICALLY THE TERMS AND PROVISIONS HEREOF, THIS BEING IN ADDITION TO ANY OTHER REMEDY TO WHICH THEY MAY BE ENTITLED BY LAW OR EQUITY, AND ANY PARTY SUED FOR BREACH OF THIS AGREEMENT EXPRESSLY WAIVES ANY DEFENSE THAT A REMEDY IN DAMAGES WOULD BE ADEQUATE.

Section 7.11 **Consents**. Any permission, consent, or approval of any kind or character under this Agreement shall be in writing and shall be effective only to the extent specifically set forth in such writing and signed by the parties hereto.

Section 7.12 **Construction of Agreement**. No provision of this Agreement shall be construed against either party as the drafter thereof.

Section 7.13 **Variations of Pronouns**. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require.

[Remainder of page intentionally left blank. Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

COMSCORE, INC.

By: /s/ Kenneth Tarpey

Name: Kenneth J. Tarpey

Title: Chief Financial Officer

THE NIELSEN COMPANY (US), LLC

By: /s/ James W. Cuminale

Name: James W. Cuminale

Title: Chief Legal Officer



## COMSCORE, INC.

## VOTING AGREEMENT

This Voting Agreement (this “**Agreement**”) is made and entered into as of December 20, 2011 by and among comScore, Inc., a Delaware corporation (the “**Company**”), and The Nielsen Company (US), LLC, a Delaware limited liability company (the “**Investor**”). Capitalized terms contained and not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement (defined below).

## RECITALS

A. The Company and the Investor are concurrently entering into that certain Stock Purchase Agreement by and between the Company and the Investor of even date herewith (the “**Purchase Agreement**”);

B. In consideration of the execution of the Purchase Agreement by the Company and the Investor (in their capacity as such) have agreed for the Shares to be voted in the manner set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Proxy.** Investor hereby irrevocably appoints the Chief Executive Officer and the Chief Financial Officer of the Company, or one of them, for the term of this Agreement, proxies and attorneys-in-fact, each with full power of substitution to vote all Shares held of record or “beneficially owned” (as such term is used in Rule 13d-3 of the Exchange Act) by Investor in accordance with the provisions of this Agreement. The proxy granted hereby is coupled with interest.

2. **Voting.** Until this Agreement is terminated pursuant to Section 3 hereof, all Shares beneficially owned, either directly or indirectly, by the Investor shall be voted in a neutral manner on all matters submitted to the stockholders of the Company for a vote, whether required by the Company’s charter or bylaws, pursuant to Delaware General Corporate Law or otherwise. For purposes of this Agreement, “**neutral manner**” means in the same proportion to all other outstanding voting securities of the Company (excluding any and all voting securities beneficially owned, directly or indirectly, by Investor or by management of the Company) that are actually voted on a proposal submitted to the Company’s stockholders for approval. By way of example only, if 100,000 voting securities that are not beneficially owned by Investor or management are cast with 60,000 of such shares voting “For” a proposal, 30,000 of such shares voting “Against” a proposal, and 10,000 of such shares abstaining, Investor shall vote sixty percent (60%) of the Shares “For” the

proposal, thirty percent (30%) “Against” the proposal and abstain with respect to ten percent (10%) of the Shares. The term “**vote**” shall include any exercise of voting rights whether at an annual or special meeting of stockholders or by written consent or in any other manner permitted by applicable law.

3. **Termination.** This Agreement shall terminate upon the earlier of (i) the time at which Investor ceases to beneficially own any Shares, (ii) a Change of Control or (iii) the mutual agreement of the Company and Investor.

4. **Additional Shares.** In the event that subsequent to the date of this Agreement any shares or other securities (other than pursuant to a Change of Control Transaction) are issued by the Company to the Investor on, or in exchange for, any of the Shares by reason of any stock dividend, stock split, consolidation of shares, reclassification or consolidation involving the Company, such shares or securities shall be deemed to be Shares for purposes of this Agreement.

5. **Legending of Shares.** If so requested by the Company, Investor hereby agrees that the Shares shall bear a legend stating that they are subject to this Agreement. The Company agrees promptly to reissue certificates representing any of the Shares, without such a legend, upon any transfer of Shares in compliance with the Purchase Agreement other than transfers to persons or entities referred to in clauses (i) or (ii) of Section 6(b) of this Agreement.

#### 6. **Miscellaneous.**

(a) *Notices.* All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall be effective upon receipt and shall be in writing and may be delivered in person, by telecopy, electronic mail, express delivery service or U.S. mail, in which event it may be mailed by first-class, certified or registered, postage prepaid, addressed, to the party to be notified, at the respective addresses set forth herein, or at such other address which may hereinafter be designated in writing: (i) if to the Investor, at 40 Danbury Road Wilton, CT 06897, Attention: James W. Cuminale, Chief Legal Officer, Fax No.: 203-568-2876, with a copy to Robinson & Cole LLP, 1055 Washington Boulevard, Stamford, CT 06901-2249, Attention: Eric J. Dale, Fax No.: 203-462-7599, or (ii) if to the Company, at comScore, Inc., Attn: Chief Financial Officer, with a copy to Robert G. Day, Esq., Wilson Sonsini Goodrich & Rosati, 650 Page Mill Road, Palo Alto, California 94304. With respect to any notice given by the Company under any provision of the Delaware General Corporation Law or the Company’s charter or bylaws, Investor agrees that such notice may be given by facsimile or by electronic mail.

(b) *Successors and Assigns.* The provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. The Company shall not permit the transfer (i) to any Affiliate (as defined in Rule 405 under the Securities Act of 1933, as amended) of the Investor or (ii) to a person or entity with whom the Investor is part of a group for purposes of Section 13(d)(3) of the Exchange Act of any Shares on the Company’s books or issue a new certificate representing any Shares unless and until the person or entity referred to in clauses (i) or (ii) of this subsection shall have executed a written agreement pursuant to which such person or entity becomes a party to this Agreement and agrees to be bound by all the provisions hereof as if such person or entity was a party hereto. Subject to the

immediately preceding sentence, and notwithstanding any other provision of this Voting Agreement to the contrary, any person that acquires Shares from the Purchaser in a transaction that is in compliance with the terms of the Purchase Agreement shall acquire such Shares free and clear of any and all provisions of this Agreement and shall not be bound by any provision of this Agreement.

(c) *Governing Law.* This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without giving effect to the principles of conflicts of laws. Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement may be brought or otherwise commenced in any state or federal court located in the State of Delaware.

(d) *Titles and Subtitles.* The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections shall, unless otherwise provided, refer to sections hereof.

(e) *Further Assurances.* Each party hereto agrees to execute and deliver, by the proper exercise of its corporate, limited liability company, partnership or other powers, all such other and additional instruments (including proxies) and documents and do all such other acts and things as may be necessary to more fully effectuate this Agreement.

(f) *Entire Agreement.* This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subjects hereof. No party hereto shall be liable or bound to any other party in any manner with regard to the subject matter hereof or thereof by any warranties, representations or covenants except as specifically set forth herein.

(g) *SPECIFIC PERFORMANCE.* THE PARTIES HERETO AGREE THAT IRREPARABLE DAMAGE WOULD OCCUR IN THE EVENT THAT ANY OF THE PROVISIONS OF THIS AGREEMENT WERE NOT PERFORMED IN ACCORDANCE WITH ITS SPECIFIC INTENT OR WERE OTHERWISE BREACHED. IT IS ACCORDINGLY AGREED THAT THE PARTIES SHALL BE ENTITLED TO AN INJUNCTION OR INJUNCTIONS, WITHOUT BOND, TO PREVENT OR CURE BREACHES OF THE PROVISIONS OF THIS AGREEMENT AND TO ENFORCE SPECIFICALLY THE TERMS AND PROVISIONS HEREOF, THIS BEING IN ADDITION TO ANY OTHER REMEDY TO WHICH THEY MAY BE ENTITLED BY LAW OR EQUITY, AND ANY PARTY SUED FOR BREACH OF THIS AGREEMENT EXPRESSLY WAIVES ANY DEFENSE THAT A REMEDY IN DAMAGES WOULD BE ADEQUATE.

(h) *Amendment.* Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Agreement and signed by the Company and the Investor.

(i) *No Waiver.* The failure or delay by a party to enforce any provision of this Agreement will not in any way be construed as a waiver of any such provision or prevent that party from thereafter enforcing any other provision of this Agreement. The rights granted both parties hereunder are cumulative and will not constitute a waiver of either party's right to assert any other legal remedy available to it.

(j) *Severability*. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

(k) *Counterparts*. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Facsimile or other electronically transmitted copies of signed signature pages will be deemed binding originals.

*(signature page follows)*

The parties have executed this Voting Agreement as of the date first above written.

**COMSCORE INC.,  
a Delaware corporation**

/s/ Kenneth Tarpey

*Signature of Authorized Signatory*

Kenneth Tarpey, Chief Financial Officer

*Name and Title of Authorized Signatory*

**(Signature page to Voting Agreement)**

**THE NIELSEN COMPANY (US), LLC,  
a Delaware limited liability company**

/s/ James W. Cuminale

Name: James W. Cuminale

Title: Chief Legal Officer

***(Signature page to Voting Agreement)***