

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

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of report (Date of earliest event reported): July 5, 2022

COMSCORE, INC.
(Exact name of registrant as specified in 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)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Common Stock, par value \$0.001 per share	SCOR	NASDAQ Global Select Market

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

Emerging growth company

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

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

Overview

On July 5, 2022, the Board of Directors (the "Board") of comScore, Inc. (the "Company") appointed Jonathan Carpenter as Chief Executive Officer ("CEO") of the Company, effective July 6, 2022. In connection with Mr. Carpenter's appointment, William Livek retired as the Company's CEO, effective July 6, 2022. Mr. Livek will continue to serve as non-executive Vice Chairman of the Board.

Also on July 5, 2022, the Board appointed Mary Margaret Curry as Chief Financial Officer ("CFO") and Treasurer of the Company, effective July 6, 2022. Ms. Curry will continue to serve as principal accounting officer of the Company.

Jonathan Carpenter

Mr. Carpenter, 46, served as the Company's CFO and Treasurer from November 2021 until his appointment as CEO on July 6, 2022. Mr. Carpenter previously served as CFO of Publishers Clearing House, a direct marketing and media company, from June 2016 until November 2021. Prior to Publishers Clearing House, he served in divisional CFO roles for Nielsen Company, Sears Holdings and NBC Universal. He began his career with General Electric in the GE Financial Management Program. Mr. Carpenter holds a bachelor's degree in economics from the University of Vermont.

In connection with Mr. Carpenter's appointment as CEO, the Company and Mr. Carpenter entered into a letter agreement (the "Carpenter Letter Agreement") on July 5, 2022. Pursuant to the Carpenter Letter Agreement, Mr. Carpenter will receive the following compensation as consideration for his services as CEO: (i) an annualized base salary of \$600,000; (ii) eligibility to participate in the Company's short-term incentive program (the "STIP") with a target annual incentive equal to 100% of his base salary, which will be prorated for the portion of the 2022 STIP that elapses following his appointment as CEO; (iii) beginning in 2023, eligibility to participate in the Company's long-term incentive program (the "LTIP") subject to the terms and conditions of the LTIP as in effect from time to time; and (iv) reimbursement of up to \$10,000 in reasonable attorneys' fees incurred by Mr. Carpenter in connection with the negotiation of the Carpenter Letter Agreement and related agreements.

Additionally, the Carpenter Letter Agreement provides for the following one-time equity grants to Mr. Carpenter as consideration for his services as CEO: (i) 400,000 performance restricted stock units under and pursuant to the terms of the comScore, Inc. 2018 Equity and Incentive Plan (the "Equity Plan"), which will have the opportunity to vest quarterly from the date of grant (July 6, 2022) through the 10th anniversary of the date of grant or an earlier change of control of the Company, subject to and in accordance with the achievement of certain stock-price hurdles (ranging from \$5.00 to \$15.00 per share) on or prior to such date, as outlined in the Carpenter Letter Agreement; and (ii) subject to approval by the Board, options to purchase 500,000 shares of the Company's common stock under the Equity Plan, with a per-share exercise price equal to the greater of: (A) the closing price per share of the Company's common stock on the date of grant, or (B) \$2.50 (the "Carpenter Options"), which will vest in equal annual installments on July 6, 2023, 2024, 2025 and 2026. If Mr. Carpenter's service with the Company is terminated by the Company without cause or by Mr. Carpenter for good reason (each as defined in Mr. Carpenter's Severance Agreement, described below), in either case within 12 months following a change of control, then subject to Mr. Carpenter's timely execution of a release of claims in favor of the Company, any unvested portion of the Carpenter Options will fully vest upon such termination and Mr. Carpenter will have 90 days thereafter (or until the Carpenter Options' 10-year expiration date, if earlier) to exercise any vested Carpenter Options.

Effective July 6, 2022, the Company and Mr. Carpenter also amended (i) Mr. Carpenter's Change of Control Agreement, dated as of November 29, 2021, to increase the lump-sum cash severance payment amount from 15 months to 24 months of Mr. Carpenter's base salary and to provide for 24 months' reimbursement of COBRA premiums (increased from 15 months); and (ii) Mr. Carpenter's Severance Agreement, dated as of November 29, 2021, to increase Mr. Carpenter's severance payment from 15 months to 24 months of base salary continuation and reimbursement of COBRA premiums. Any severance will be subject to Mr. Carpenter's execution of a release of claims and compliance with certain restrictive covenants, including non-compete and non-solicit obligations that were extended (in connection with his appointment as CEO) from 15 months to 24 months following any termination of employment.

The foregoing description of the Carpenter Letter Agreement, the amendment to Mr. Carpenter's Change of Control Agreement, and the amendment to Mr. Carpenter's Severance Agreement is not complete and is qualified in its entirety by reference to the full and complete texts of such agreements, which are filed herewith as Exhibits 10.1, 10.2 and 10.3, respectively, and are incorporated herein by reference.

There are no arrangements or understandings between Mr. Carpenter and any other persons pursuant to which he was selected as the Company's CEO. There are no family relationships between Mr. Carpenter and any director or executive officer of the Company, or any person nominated or chosen by the Company to become a director or executive officer. Mr. Carpenter has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

William Livek

As previously disclosed, the Company and Mr. Livek entered into a Transition and Separation Agreement on February 28, 2022 (the "Transition Agreement") to facilitate Mr. Livek's retirement as CEO. Subject to Mr. Livek's timely execution of a release of claims and his continued compliance with the terms of the Transition Agreement, Mr. Livek will receive certain severance and other benefits as described in the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 28, 2022 (the "Prior Report").

The foregoing description of the Transition Agreement is not complete and is qualified in its entirety by reference to the full and complete text of such agreement, which was filed as Exhibit 10.2 to the Prior Report.

Mary Margaret Curry

Ms. Curry, 43, served as the Company's Chief Accounting Officer from December 2021 until her appointment as CFO and Treasurer on July 6, 2022. Ms. Curry joined the Company in 2011 and has served in roles of increasing scope and responsibility since then, including as Global Tax Director (August 2011 – July 2015), Senior Director of Global Tax Compliance and Reporting (July 2015 – May 2018), Vice President of Tax and Treasury (May 2018 – November 2020) and Senior Vice President and Controller (November 2020 – December 2021). Before joining the Company, she spent nine years with KPMG. Ms. Curry holds bachelor's and master's degrees in accounting from East Carolina University and is a Certified Public Accountant.

In connection with Ms. Curry's appointment as CFO, the Company and Ms. Curry entered into a Letter Agreement (the "Curry Letter Agreement") on July 5, 2022. Pursuant to the Curry Letter Agreement, Ms. Curry will receive the following compensation as consideration for her services as CFO: (i) an annualized base salary of \$375,000; (ii) eligibility to participate in the STIP with a target annual incentive equal to 75% of her base salary, which will be prorated for the portion of the 2022 STIP that elapses following her appointment as CFO; and (iii) beginning in 2023, eligibility to participate in the LTIP subject to the terms and conditions of the LTIP as in effect from time to time.

Additionally, the Curry Letter Agreement provides for the following one-time equity grants to Ms. Curry as consideration for her services as CFO: (i) 110,000 performance restricted stock units under and pursuant to the terms of the Equity Plan, which will have the opportunity to vest quarterly from the date of grant (July 6, 2022) through the 10th anniversary of the date of grant or an earlier change of control of the Company, subject to and in accordance with the achievement of certain stock-price hurdles (ranging from \$5.00 to \$15.00 per share) on or prior to such date, as outlined in the Curry Letter Agreement; and (ii) subject to approval by the Board, options to purchase 160,000 shares of the Company's common stock under the Equity Plan, with a per-share exercise price equal to the greater of: (A) the closing price per share of the Company's common stock on the date of grant, or (B) \$2.50 (the "Curry Options"), which will vest in equal annual installments on July 6, 2023, 2024, 2025 and 2026. If Ms. Curry's service with the Company is terminated by the Company without cause or by Ms. Curry for good reason (each as defined in Ms. Curry's Severance Agreement, described below), in either case within 12 months following a change of control, then subject to Ms. Curry's timely execution of a release of claims in favor of the Company, any unvested portion of the Curry Options will fully vest upon such termination and Ms. Curry will have 90 days thereafter (or until the Curry Options' 10-year expiration date, if earlier) to exercise any vested Curry Options.

Effective July 6, 2022, the Company and Ms. Curry also entered into (i) a Change of Control Agreement, which generally provides for the following severance payments and benefits following a termination of employment without cause or for good reason on or within 12 months after a change of control: (a) a lump sum cash payment equal to 15 months of Ms. Curry's base salary, (b) a prorated annual bonus under the STIP based on the greater of actual or target performance, (c) reimbursement of COBRA premiums for up to 15 months, and (d) subject to the terms of the applicable award agreements, accelerated vesting of outstanding equity awards; and (ii) a Severance Agreement, which generally provides for the following severance payments and benefits following a termination of employment without cause or for good reason prior to a change of control: (a) continuing cash payments at a rate equal to Ms. Curry's base salary for 15 months following termination, (b) a prorated annual bonus under the STIP based on actual performance, and (c) reimbursement of COBRA premiums for up to 15 months. Any severance will be subject to Ms. Curry's execution of a release of claims and compliance with certain restrictive covenants, including non-compete and non-solicit obligations that were extended (in connection with her appointment as CFO) from 12 months to 15 months following any termination of employment.

The foregoing description of the Curry Letter Agreement, Ms. Curry's Change of Control Agreement, and Ms. Curry's Severance Agreement is not complete and is qualified in its entirety by reference to the full and complete texts of such agreements, which are filed herewith as Exhibits 10.4, 10.5 and 10.6, respectively, and are incorporated herein by reference.

There are no arrangements or understandings between Ms. Curry and any other persons pursuant to which she was selected as the Company's CFO and Treasurer. There are no family relationships between Ms. Curry and any director or executive officer of the Company, or any person nominated or chosen by the Company to become a director or executive officer. Ms. Curry has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Item 7.01 Regulation FD Disclosure.

As described in Item 5.02, the Board appointed Jonathan Carpenter as CEO and Mary Margaret Curry as CFO and Treasurer of the Company effective July 6, 2022. A copy of the press release announcing the foregoing is furnished as Exhibit 99.1 hereto and is incorporated herein by reference.

The information in this Item 7.01, including Exhibit 99.1 attached hereto, is being furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Exchange Act, regardless of any general incorporation language in such filing.

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

Exhibit No.	Description
10.1	Letter Agreement, dated July 5, 2022, by and between comScore, Inc. and Jonathan Carpenter
10.2	First Amendment to the comScore, Inc. Change of Control Agreement, effective as of July 6, 2022, by and between comScore, Inc. and Jonathan Carpenter
10.3	First Amendment to the comScore, Inc. Severance Agreement, effective as of July 6, 2022, by and between comScore, Inc. and Jonathan Carpenter
10.4	Letter Agreement, dated July 5, 2022, by and between comScore, Inc. and Mary Margaret Curry
10.5	Change of Control Agreement, effective as of July 6, 2022, by and between comScore, Inc. and Mary Margaret Curry
10.6	Severance Agreement, effective as of July 6, 2022, by and between comScore, Inc. and Mary Margaret Curry
99.1	Press Release dated July 6, 2022
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document.
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Data File - the cover page iXBRL tags are embedded within the Inline XBRL document

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/ Mary Margaret Curry
Mary Margaret Curry
Chief Financial Officer and Treasurer

Date: July 8, 2022



July 5, 2022

By E-mail

Mr. Jonathan Carpenter
Comscore, Inc.
7 Penn Plaza, 10th Floor
New York, NY 10001

Dear Jon:

On behalf of Comscore, Inc. (the "Company"), I am pleased to provide you ("Executive") with this letter (this "Letter") memorializing the terms of your employment as Chief Executive Officer of the Company, effective as of July 6, 2022 (the "Start Date"). Reference is made herein to those certain Change of Control and Severance Agreements by and between Executive and the Company dated as of November 29, 2021 and amended effective as of July 6, 2022 (collectively, the "Severance Agreement") and that certain Indemnification Agreement by and between Executive and the Company dated as of November 29, 2021 (the "Indemnification Agreement").

1. COMPENSATION

During the period in which Executive serves as the Chief Executive Officer of the Company, as compensation for all services provided by Executive, Executive will receive the following:

- Annualized base salary of \$600,000, less applicable taxes and other withholdings, payable in accordance with the Company's payroll practices in effect from time to time.
- Eligibility to participate in the Company's short-term incentive program ("STIP") with a target annual incentive equal to 100% of Executive's annualized base salary, which will be prorated for the portion of the 2022 STIP that elapses following the Start Date and otherwise subject to the terms and conditions of the Company's STIP as in effect from time to time. For the avoidance of doubt, the goals established by the Company for the 2022 STIP will remain in effect for the duration of 2022.
- Beginning in 2023, eligibility to participate in the Company's long-term incentive program ("LTIP"), subject to the terms and conditions of the Company's LTIP as in effect from time to time. In addition, Executive's outstanding restricted stock units, granted to Executive on November 29, 2021 (the "RSUs"), will remain outstanding and subject to their existing terms.
- Eligibility to participate in those employee benefit plans and programs (e.g., health, dental, vacation, etc.) and business expense reimbursements that the Company makes generally available to its other executive officers from time to time, subject to the terms and conditions of the applicable plans, programs and policies as in effect from time to time.
- Subject to approval by the Board of Directors of the Company (the "Board"), Executive will receive a one-time grant of options to purchase 500,000 shares of the Company's common stock under (and pursuant to the terms of) the Company's 2018 Equity and Incentive Compensation Plan (the "Plan"), with a per share exercise price equal to the greater of (i) the closing price per share of the Company's common stock on the date of grant or (ii) \$2.50 (the "Options"), which will vest in equal annual installments on the first, second, third and fourth anniversaries of the Start Date. Any Options granted will be subject to (i) other terms and conditions determined by the Board (not inconsistent with

this Letter), and (ii) Executive's continued service with the Company or one of its affiliates through each vesting date. Notwithstanding the foregoing, if Executive's service with the Company and its affiliates is terminated by the Company without Cause or by Executive for Good Reason, in either case within 12 months following a Change of Control (each, as defined in the Severance Agreement), then subject to Executive's timely entry into a release of claims in a form acceptable to the Company (which will: (i) release any then-existing claims against the Company, its affiliates, and each of their respective predecessors, successors, officers, directors, managers, members, partners, agents, and representatives; and (ii) be provided by the Company to Executive within five (5) days after Executive's service ends), any unvested portion of the Options will fully vest upon such termination and Executive will have 90 days thereafter (or until the Option's 10-year expiration date, if earlier) to exercise any vested Options.

- Subject to approval by the Board, Executive will receive a one-time grant of 400,000 performance restricted stock units (determined by dividing \$1,000,000 by a price per share of \$2.50) (the "PRSUs") under (and pursuant to the terms of) the Plan, which will have the opportunity to vest quarterly from the Start Date through the tenth anniversary of the Start Date or an earlier Change of Control, subject to and in accordance with the achievement of each of the following stock-price hurdles on or prior to such date:

Stock-Price Hurdle*	Percentage of PRSUs That Vest	Number of PRSUs That Vest
\$5.00	18.0%	72,000
\$7.00	18.0%	72,000
\$9.00	12.0%	48,000
\$11.00	12.0%	48,000
\$12.00	10.0%	40,000
\$13.00	10.0%	40,000
\$14.00	10.0%	40,000
\$15.00	10.0%	40,000

*The applicable Stock-Price Hurdle is achieved on the date the closing price of a share of common stock of the Company is equal to or greater than the applicable Stock-Price Hurdle for 65 consecutive trading days. If vesting in connection with a Change of Control, the applicable Stock-Price Hurdle is achieved based on the per share price paid in connection with such Change of Control, with linear interpolation for Change of Control prices that fall between Stock-Price Hurdles listed herein.

The PRSUs are subject to (i) the terms and conditions determined by the Board (not inconsistent with this Letter), (ii) deferred settlement following vesting until the earlier to occur of a "change in control event" or Executive's "separation from service" (in each case, within the meaning of Section 409A of the Internal Revenue Code of 1986 ("Section 409A")), and (iii) Executive's continued service with the Company or one of its affiliates through each vesting date.

- Reimbursement of up to \$10,000 in reasonable attorneys' fees incurred by Executive in connection with the negotiation of this Letter and the Severance Agreement, to be paid in accordance with the Company's normal reimbursement practices.

Executive's one-time signing bonus of \$300,000 paid in February 2022 for his services as Chief Financial Officer will remain subject to the previously negotiated and agreed upon clawback provision (in Executive's offer letter dated October 19, 2021) through November 29, 2022.

2. MISCELLANEOUS

Reference is made to that certain At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement between Executive and the Company executed October 19, 2021 (the "NDA"). In entering into this Letter, and as an express inducement for the Company to provide the consideration referenced herein and to continue to employ Executive, the Company and Executive agree that, effective as of the Start Date: (i) the term "Restricted Period" as used in the NDA is amended to mean the period during which Executive is employed with the Company and continuing for 24 months after Executive's employment with the Company ends (regardless of the reason); and (ii) the reference to "fifteen (15) months" within the last paragraph of Exhibit C of the NDA is amended to read "twenty-four (24) months". Executive acknowledges and agrees that, following the Start Date, the Company will be entrusting Executive, in Executive's unique and special capacity, with developing the goodwill of the Company, and Executive will continue to have access to Confidential Information (as defined in the NDA). As an express incentive for the Company to enter into this Letter and employ Executive hereunder, Executive expressly promises to abide by the terms of the NDA, as amended by this paragraph. Executive acknowledges and agrees that the NDA, as amended hereby, is necessary to protect the Company's legitimate business interests and is reasonable and enforceable in all respects.

Executive's employment is not for a specific term and is terminable at-will. This means that Executive is not entitled to remain an employee or officer of the Company or any of its subsidiaries for any particular period of time, and either Executive or the Company may terminate the employment relationship at any time, with or without notice, and for any reason not prohibited by applicable law. During the term of Executive's employment with the Company, Executive will be expected to comply with all of the Company's policies and procedures in effect from time to time.

In entering into this Letter, Executive represents that Executive has complied with all applicable laws in the course of providing services for the Company or any of its affiliates through the Start Date, and Executive has not engaged in any breach of fiduciary duty, breach of any duty of loyalty or disclosure, fraudulent activity, unlawful or tortious activity or criminal activity, in each case: (i) towards or with respect to the Company or any of its affiliates; or (ii) with respect to any action or omission undertaken (or that was failed to be undertaken) in the course of his employment, engagement or affiliation with the Company or any of its affiliates.

Amounts paid or payable hereunder shall be subject to the provisions of any applicable clawback policies or procedures adopted by the Company from time to time, which clawback policies or procedures may provide for forfeiture and/or recoupment of amounts paid or payable hereunder. Notwithstanding anything herein to the contrary, the Company reserves the right, without Executive's consent, to adopt or amend any such clawback policies and procedures, including such policies and procedures applicable to amounts paid or payable hereunder, with retroactive effect.

The Company may withhold from any payments made pursuant to this Letter all federal, state, local, and other taxes and withholdings as may be required by any law or governmental regulation or ruling.

It is intended that the provisions of this Letter are either exempt from or compliant with the requirements of Section 409A, and to the extent that the requirements of Section 409A are applicable thereto, all provisions of this Letter shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A. To the extent that any right to reimbursement of expenses or payment of any benefit in-kind under this Letter constitutes nonqualified deferred compensation (within the meaning of Section 409A), (i) any such expense reimbursement shall be made by the Company no later than the last day of Executive's taxable year following the taxable year in which such expense was incurred by Executive, (ii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (iii) the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year; *provided*, that the foregoing clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Internal Revenue Code of 1986, as amended, solely because such expenses are subject to a limit related to the period in which the arrangement is in effect.

Notwithstanding any provision in this Letter to the contrary, if any payment or benefit provided for herein would be subject to additional taxes and interest under Section 409A if Executive's receipt of such

payment or benefit is not delayed until the earlier of (i) the date of Executive's death or (ii) the date that is six months after the date of Executive's "separation from service" within the meaning of Section 409A (such earlier date, the "Section 409A Payment Date"), then such payment or benefit shall not be provided to Executive (or Executive's estate, if applicable) until the Section 409A Payment Date.

Notwithstanding the provisions of the two preceding paragraphs, the Company makes no representations that the payments, equity awards and benefits provided under this Letter are exempt from, or compliant with, Section 409A and in no event shall the Company or any of its affiliates be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Executive on account of non-compliance with Section 409A.

This Agreement, the Severance Agreement, the NDA (as amended hereby) and the Indemnification Agreement constitute the entire agreement of the parties with regard to the subject matter hereof and are intended by the parties to supersede all prior and contemporaneous agreements and understandings, oral and written, between Executive and the Company or any of its affiliates with regard to the subject matter hereof including, but not limited to, Executive's offer letter dated October 19, 2021 (except with respect to the clawback provision referenced in Section 1 of this Letter). Executive represents that he has received all amounts owed to him by the Company or any of its affiliates as of the date of this Letter.

All references herein to a statute, agreement, instrument or other document shall be deemed to refer to such statute, agreement, instrument or other document as amended, supplemented, modified and restated from time to time. Neither this Letter nor any uncertainty or ambiguity herein shall be construed or resolved against any party hereto, whether under any rule of construction or otherwise. On the contrary, this Letter has been reviewed by each of the parties hereto and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties. This Letter may be executed in any number of counterparts, each of which will be deemed to be an original and all of which constitute one agreement that is binding upon each of the parties, notwithstanding that all parties are not signatories to the same counterpart.

We look forward to your contributions to the Company as Chief Executive Officer and appreciate your willingness to assume this role. To accept the terms of your employment memorialized in this Letter, please sign below.

Sincerely,

COMSCORE, INC.

By: /s/ Sara Dunn
Sara Dunn
Chief People Officer

ACKNOWLEDGED AND AGREED:

/s/ Jonathan Carpenter
Jonathan Carpenter
Date: July 5, 2022

**FIRST AMENDMENT TO THE
COMSCORE, INC.
CHANGE OF CONTROL AGREEMENT**

This First Amendment (this "**Amendment**") to the comScore, Inc. Change of Control Agreement by and between comScore, Inc., a Delaware corporation (the "**Company**"), and Jonathan Carpenter ("**Executive**") is effective as of July 6, 2022 (the "**Effective Date**").

WHEREAS, the Company and Executive entered into a Change of Control Agreement as of November 29, 2021 (the "**Original Agreement**");

WHEREAS, Executive has been appointed as the Chief Executive Officer of the Company, effective July 6, 2022 (the "**Promotion**"); and

WHEREAS, in light of the Promotion, the Company and Executive now desire to modify Sections 3(a)(ii) and 3(a)(iv) of the Original Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations contained herein and other good and valuable consideration, the Company and Executive hereby agree as follows:

1. Section 3(a)(ii) of the Original Agreement is hereby deleted and replaced in its entirety by the following language:
 - (ii) Severance Payment. On the sixtieth (60th) day following the termination of employment, Executive will receive a lump-sum cash payment in an amount equal to twenty-four (24) months of Executive's annual base salary as in effect immediately prior to Executive's termination date or, if greater, at the level in effect immediately prior to the Change of Control; provided, however, that any temporary reduction in base salary shall be disregarded for purposes of calculating Executive's severance payment pursuant to this paragraph.
2. Section 3(a)(iv) of the Original Agreement is hereby deleted and replaced in its entirety by the following language:
 - (iv) Continued Executive Benefits. If Executive elects continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**"), within the time period prescribed pursuant to COBRA for Executive and Executive's eligible dependents, then the Company will reimburse Executive for the COBRA premiums for such coverage (at the coverage levels in effect immediately prior to Executive's termination) for the 24-month period coincident with the severance benefit period set forth above. The reimbursements will be made by the Company to Executive consistent with the Company's normal expense reimbursement policy. Notwithstanding the foregoing, should the Company determine in its sole discretion that it cannot provide the above COBRA benefits without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company will in lieu thereof provide to Executive a taxable monthly payment for the same period in an amount equal to the monthly COBRA premium Executive would be required to pay to continue his group health coverage in effect on the date of his termination of employment (which amount will be based on the premium for the first month of COBRA coverage), which payments will be made regardless of whether Executive elects COBRA continuation coverage.
3. All other provisions of the Original Agreement that are not specifically amended pursuant to this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Company and Executive have hereby executed this Amendment to become effective as of the Effective Date noted above.

COMSCORE, INC.

By: /s/ Sara Dunn

Name: Sara Dunn

Title: Chief People Officer

Date: July 5, 2022

JONATHAN CARPENTER

Signature: /s/ Jonathan Carpenter

Date: July 5, 2022

Signature Page to the First Amendment
to the comScore, Inc. Change of Control Agreement

**FIRST AMENDMENT TO THE
COMSCORE, INC.
SEVERANCE AGREEMENT**

This First Amendment (this "**Amendment**") to the comScore, Inc. Severance Agreement by and between comScore, Inc., a Delaware corporation (the "**Company**"), and Jonathan Carpenter ("**Executive**") is effective as of July 6, 2022 (the "**Effective Date**").

WHEREAS, the Company and Executive entered into a Severance Agreement as of November 29, 2021 (the "**Original Agreement**");

WHEREAS, Executive has been appointed as the Chief Executive Officer of the Company, effective July 6, 2022 (the "**Promotion**"); and

WHEREAS, in light of the Promotion, the Company and Executive now desire to modify Sections 3(a)(ii) and 3(a)(iv) of the Original Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations contained herein and other good and valuable consideration, the Company and Executive hereby agree as follows:

1. Section 3(a)(ii) of the Original Agreement is hereby deleted and replaced in its entirety by the following language:
 - (ii) Severance Payment. Executive will be paid continuing payments of severance pay at a rate equal to Executive's annual base salary, as then in effect, for twenty-four (24) months from the date of such termination of employment, to be paid in equal installments in accordance with the Company's normal payroll policies; provided, however, that any temporary reduction in base salary shall be disregarded for purposes of calculating Executive's severance payment pursuant to this paragraph.
2. Section 3(a)(iv) of the Original Agreement is hereby deleted and replaced in its entirety by the following language:
 - (iv) Continued Executive Benefits. If Executive elects continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**"), within the time period prescribed pursuant to COBRA for Executive and Executive's eligible dependents, then the Company will reimburse Executive for the COBRA premiums for such coverage (at the coverage levels in effect immediately prior to Executive's termination) for the 24-month period coincident with the severance benefit period set forth above. The reimbursements will be made by the Company to Executive consistent with the Company's normal expense reimbursement policy. Notwithstanding the foregoing, should the Company determine in its sole discretion that it cannot provide the above COBRA benefits without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company will in lieu thereof provide to Executive a taxable monthly payment for the same period in an amount equal to the monthly COBRA premium Executive would be required to pay to continue his group health coverage in effect on the date of his termination of employment (which amount will be based on the premium for the first month of COBRA coverage), which payments will be made regardless of whether Executive elects COBRA continuation coverage.
3. All other provisions of the Original Agreement that are not specifically amended pursuant to this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Company and Executive have hereby executed this Amendment to become effective as of the Effective Date noted above.

COMSCORE, INC.

By: /s/ Sara Dunn
Name: Sara Dunn
Title: Chief People Officer
Date: July 5, 2022

JONATHAN CARPENTER

Signature: /s/ Jonathan Carpenter
Date: July 5, 2022

Signature Page to the First Amendment
to the comScore, Inc. Severance Agreement



July 5, 2022

By E-mail

Ms. Mary Margaret Curry
Comscore, Inc.
11950 Democracy Drive, Suite 600
Reston, VA 20190

Dear Mary Margaret:

On behalf of Comscore, Inc. (the "Company"), I am pleased to provide you ("Executive") with this letter (this "Letter") memorializing the terms of your employment as Chief Financial Officer and Treasurer of the Company, effective as of July 6, 2022 (the "Start Date"). Reference is made herein to those certain Change of Control and Severance Agreements by and between Executive and the Company dated as of July 6, 2022 (collectively, the "Severance Agreement") and that certain Indemnification Agreement by and between Executive and the Company dated as of September 1, 2021 (the "Indemnification Agreement").

1. COMPENSATION

During the period in which Executive serves as the Chief Financial Officer of the Company, as compensation for all services provided by Executive, Executive will receive the following:

- Annualized base salary of \$375,000, less applicable taxes and other withholdings, payable in accordance with the Company's payroll practices in effect from time to time.
- Eligibility to participate in the Company's short-term incentive program ("STIP") with a target annual incentive equal to 75% of Executive's annualized base salary, which will be prorated for the portion of the 2022 STIP that elapses following the Start Date and otherwise subject to the terms and conditions of the Company's STIP as in effect from time to time. For the avoidance of doubt, the goals established by the Company for the 2022 STIP will remain in effect for the duration of 2022.
- Beginning in 2023, eligibility to participate in the Company's long-term incentive program ("LTIP"), subject to the terms and conditions of the Company's LTIP as in effect from time to time.
- Eligibility to participate in those employee benefit plans and programs (e.g., health, dental, vacation, etc.) and business expense reimbursements that the Company makes generally available to its other executive officers from time to time, subject to the terms and conditions of the applicable plans, programs and policies as in effect from time to time.
- Subject to approval by the Board of Directors of the Company (the "Board"), Executive will receive a one-time grant of options to purchase 160,000 shares of the Company's common stock under (and pursuant to the terms of) the Company's 2018 Equity and Incentive Compensation Plan (the "Plan"), with a per share exercise price equal to the greater of (i) the closing price per share of the Company's common stock on the date of grant or (ii) \$2.50 (the "Options"), which will vest in equal annual installments on the first, second, third and fourth anniversaries of the Start Date. Any Options granted will be subject to (i) other terms and conditions determined by the Board (not inconsistent with this Letter), and (ii) Executive's continued service with the Company or one of its affiliates through each vesting date. Notwithstanding the foregoing, if Executive's service with the Company and its affiliates is terminated by the Company without Cause or by Executive for Good Reason, in either case within 12 months following a Change of Control (each,

as defined in the Severance Agreement), then subject to Executive's timely entry into a release of claims in a form acceptable to the Company (which will: (i) release any then-existing claims against the Company, its affiliates, and each of their respective predecessors, successors, officers, directors, managers, members, partners, agents, and representatives; and (ii) be provided by the Company to Executive within five (5) days after Executive's service ends), any unvested portion of the Options will fully vest upon such termination and Executive will have 90 days thereafter (or until the Option's 10-year expiration date, if earlier) to exercise any vested Options.

- Subject to approval by the Board, Executive will receive a one-time grant of 110,000 performance restricted stock units (determined by dividing \$275,000 by a price per share of \$2.50) (the "PRSUs") under (and pursuant to the terms of) the Plan, which will have the opportunity to vest quarterly from the Start Date through the tenth anniversary of the Start Date or an earlier Change of Control, subject to and in accordance with the achievement of each of the following stock-price hurdles on or prior to such date:

Stock-Price Hurdle*	Percentage of PRSUs That Vest	Number of PRSUs That Vest
\$5.00	18.0%	19,800
\$7.00	18.0%	19,800
\$9.00	12.0%	13,200
\$11.00	12.0%	13,200
\$12.00	10.0%	11,000
\$13.00	10.0%	11,000
\$14.00	10.0%	11,000
\$15.00	10.0%	11,000

*The applicable Stock-Price Hurdle is achieved on the date the closing price of a share of common stock of the Company is equal to or greater than the applicable Stock-Price Hurdle for 65 consecutive trading days. If vesting in connection with a Change of Control, the applicable Stock-Price Hurdle is achieved based on the per share price paid in connection with such Change of Control, with linear interpolation for Change of Control prices that fall between Stock-Price Hurdles listed herein.

The PRSUs are subject to (i) the terms and conditions determined by the Board (not inconsistent with this Letter), (ii) deferred settlement following vesting until the earlier to occur of a "change in control event" or Executive's "separation from service" (in each case, within the meaning of Section 409A of the Internal Revenue Code of 1986 ("Section 409A")), and (iii) Executive's continued service with the Company or one of its affiliates through each vesting date.

In addition to serving as Chief Financial Officer and Treasurer, following the Start Date Executive will continue to hold the position of principal accounting officer. Executive will not receive any additional compensation or benefits for service in this role.

2. MISCELLANEOUS

Reference is made to that certain At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement that is provided to Executive with this Letter (the "NDA") and that Executive is required to sign on or about the Start Date as a condition of Executive's promotion and continued employment pursuant to the terms of this Letter. Executive acknowledges and agrees that, following the Start Date, the Company will be entrusting Executive, in Executive's unique and special capacity, with developing the goodwill of the Company, and Executive will continue to have access to Confidential Information (as defined in the NDA). As an express incentive for the Company to enter into this Letter and employ Executive hereunder, Executive expressly promises to abide by the terms of the NDA. Executive acknowledges and agrees that the NDA is necessary to protect the Company's legitimate business interests and is reasonable and enforceable in all respects.

Executive's employment is not for a specific term and is terminable at-will. This means that Executive is not entitled to remain an employee or officer of the Company or any of its subsidiaries for any particular period of time, and either Executive or the Company may terminate the employment relationship at any time, with or without notice, and for any reason not prohibited by applicable law. During the term of Executive's employment with the Company, Executive will be expected to comply with all of the Company's policies and procedures in effect from time to time.

In entering into this Letter, Executive represents that Executive has complied with all applicable laws in the course of providing services for the Company or any of its affiliates through the Start Date, and Executive has not engaged in any breach of fiduciary duty, breach of any duty of loyalty or disclosure, fraudulent activity, unlawful or tortious activity or criminal activity, in each case: (i) towards or with respect to the Company or any of its affiliates; or (ii) with respect to any action or omission undertaken (or that was failed to be undertaken) in the course of her employment, engagement or affiliation with the Company or any of its affiliates.

Amounts paid or payable hereunder shall be subject to the provisions of any applicable clawback policies or procedures adopted by the Company from time to time, which clawback policies or procedures may provide for forfeiture and/or recoupment of amounts paid or payable hereunder. Notwithstanding anything herein to the contrary, the Company reserves the right, without Executive's consent, to adopt or amend any such clawback policies and procedures, including such policies and procedures applicable to amounts paid or payable hereunder, with retroactive effect.

The Company may withhold from any payments made pursuant to this Letter all federal, state, local, and other taxes and withholdings as may be required by any law or governmental regulation or ruling.

It is intended that the provisions of this Letter are either exempt from or compliant with the requirements of Section 409A, and to the extent that the requirements of Section 409A are applicable thereto, all provisions of this Letter shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A. To the extent that any right to reimbursement of expenses or payment of any benefit in-kind under this Letter constitutes nonqualified deferred compensation (within the meaning of Section 409A), (i) any such expense reimbursement shall be made by the Company no later than the last day of Executive's taxable year following the taxable year in which such expense was incurred by Executive, (ii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (iii) the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year; *provided*, that the foregoing clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Internal Revenue Code of 1986, as amended, solely because such expenses are subject to a limit related to the period in which the arrangement is in effect.

Notwithstanding any provision in this Letter to the contrary, if any payment or benefit provided for herein would be subject to additional taxes and interest under Section 409A if Executive's receipt of such payment or benefit is not delayed until the earlier of (i) the date of Executive's death or (ii) the date that is six months after the date of Executive's "separation from service" within the meaning of Section 409A (such earlier date, the "Section 409A Payment Date"), then such payment or benefit shall not be provided to Executive (or Executive's estate, if applicable) until the Section 409A Payment Date.

Notwithstanding the provisions of the two preceding paragraphs, the Company makes no representations that the payments, equity awards and benefits provided under this Letter are exempt from, or compliant with, Section 409A and in no event shall the Company or any of its affiliates be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Executive on account of non-compliance with Section 409A.

This Agreement, the Severance Agreement, the NDA and the Indemnification Agreement constitute the entire agreement of the parties with regard to the subject matter hereof and are intended by the parties to supersede all prior and contemporaneous agreements and understandings, oral and written, between Executive and the Company or any of its affiliates with regard to the subject matter hereof. Executive represents that she has received all amounts owed to her by the Company or any of its affiliates as of the date of this Letter.

All references herein to a statute, agreement, instrument or other document shall be deemed to refer to such statute, agreement, instrument or other document as amended, supplemented, modified and restated from time to time. Neither this Letter nor any uncertainty or ambiguity herein shall be construed or resolved against any party hereto, whether under any rule of construction or otherwise. On the contrary, this Letter has been reviewed by each of the parties hereto and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties. This Letter may be executed in any number of counterparts, each of which will be deemed to be an original and all of which constitute one agreement that is binding upon each of the parties, notwithstanding that all parties are not signatories to the same counterpart.

We look forward to your contributions to the Company as Chief Financial Officer and Treasurer and appreciate your willingness to assume this role. To accept the terms of your employment memorialized in this Letter, please sign below.

Sincerely,

COMSCORE, INC.

By: /s/ Sara Dunn
Sara Dunn
Chief People Officer

ACKNOWLEDGED AND AGREED:

/s/ Mary Margaret Curry
Mary Margaret Curry
Date: July 5, 2022

COMSCORE, INC.

CHANGE OF CONTROL AGREEMENT

This Change of Control Agreement (the "**Agreement**") is made and entered into by and between Mary Margaret Curry ("**Executive**") and comScore, Inc., a Delaware corporation (the "**Company**"), effective as of July 6, 2022 (the "**Effective Date**").

RECITALS

1. The Compensation Committee (the "**Committee**") of the Board of Directors of the Company (the "**Board**") believes that it is in the best interests of the Company and its stockholders to assure that the Company will have the continued dedication and objectivity of Executive, to provide Executive with an incentive to continue her employment, and to motivate Executive to maximize the value of the Company for the benefit of its stockholders.

2. The Committee believes that it is imperative to provide Executive with certain severance benefits upon Executive's termination of employment under certain circumstances. These benefits will provide Executive with enhanced financial security and incentive and encouragement to remain with the Company.

3. Certain capitalized terms used in the Agreement are defined in Section 6 below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Term of Agreement. This Agreement will have an initial term of two (2) years commencing on the Effective Date (the "**Initial Term**"). On the second anniversary of the Effective Date, this Agreement will renew automatically for additional one (1) year terms (each an "**Additional Term**" and together with the Initial Term, the "**Term**"), unless either party provides the other party with written notice of non-renewal at least sixty (60) days prior to the date of automatic renewal; provided, however, that if the Company enters into a definitive agreement to be acquired and the transactions contemplated thereby would result in the occurrence of a Change of Control if consummated, then the Company will no longer be permitted to provide Executive with written notice to not renew this Agreement, and if the Change of Control is consummated, the Agreement will continue in effect through the longer of the date that is twelve (12) months following the effective date of the Change of Control or the remainder of the Term then in effect (for purposes of clarification, it will be possible for the Term of the Agreement to automatically extend after the Company enters into the definitive agreement, but before the Change of Control is consummated). If the definitive agreement is terminated without the transactions contemplated thereby having been consummated and at the time of such termination there is at least twelve (12) months remaining in the Term, the Agreement will continue in effect for the remainder of the Term then in effect, but if there is less than twelve (12) months remaining in the Term then in effect, the Agreement will automatically extend for an additional one (1) year from the date the definitive agreement is terminated. If Executive becomes entitled to benefits under Section 3 during the term of this Agreement, the Agreement will not terminate until all of the obligations of the parties hereto with respect to this Agreement have been satisfied.

2. At-Will Employment. The Company and Executive acknowledge that Executive's employment is and will continue to be at-will, as defined under applicable law. If Executive's employment terminates for any reason in connection with a Change of Control, Executive will not be entitled to any payments, benefits, damages, awards or compensation other than as provided by this Agreement, the payment of accrued but unpaid wages or other compensation, as required by law, as may otherwise be available in accordance with the Company's established employee plans or equity award agreements between the Company and Executive, and any unreimbursed reimbursable expenses, and this Agreement supersedes all prior agreements or arrangements relating to the same.

3. Severance Benefits.

(a) Termination without Cause or Resignation for Good Reason in Connection with a Change of Control. If the Company terminates Executive's employment with the Company without Cause

(and not as a result of Executive's death or Disability) or if Executive resigns from such employment for Good Reason, and such termination occurs on or within twelve (12) months after a Change of Control, then subject to Section 4, Executive will receive the following:

(i) Accrued Compensation. The Company will pay Executive all accrued but unpaid vacation existing as of the date of termination, expense reimbursements, wages, and other benefits due to Executive under any Company-provided plans, policies, and arrangements (collectively, the "**Accrued Items**").

(ii) Severance Payment. On the sixtieth (60th) day following the termination of employment, Executive will receive a lump sum cash payment in an amount equal to fifteen (15) months of Executive's base salary as in effect immediately prior to Executive's termination date or, if greater, at the level in effect immediately prior to the Change of Control; provided, however, that any temporary reduction in base salary shall be disregarded for purposes of calculating Executive's severance payment pursuant to this paragraph.

(iii) Short-Term Incentive. On the sixtieth (60th) day following the termination of employment, the Company shall pay Executive a lump sum cash amount equal to the product obtained by multiplying (A) an amount equal to the greater of (x) Executive's target short-term incentive award for the year of termination of employment or (y) the full-year short-term incentive award that Executive would have earned had Executive remained employed through the end of the calendar year in which the termination of employment occurs based on the degree of satisfaction of the applicable performance objectives, to the extent determinable, by (B) a fraction, the numerator of which is the total number of days that have elapsed during the calendar year through the date of termination of employment and the denominator of which is the total number of days in such calendar year.

(iv) Continued Executive Benefits. If Executive elects continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**"), within the time period prescribed pursuant to COBRA for Executive and Executive's eligible dependents, then the Company will (subject to the following sentences) reimburse Executive for the COBRA premiums for such coverage (at the coverage levels in effect immediately prior to Executive's termination) for the fifteen (15)-month period coincident with the severance benefit period set forth above (the "**COBRA Continuation Period**"). The reimbursements will be made by the Company to Executive consistent with the Company's normal expense reimbursement policy. Executive shall be eligible to receive such COBRA reimbursement payments until the earliest of: (i) the end of the COBRA Continuation Period; (ii) the date Executive is no longer eligible to receive COBRA continuation coverage; and (iii) the date on which Executive becomes eligible to receive coverage under a group health plan sponsored by another employer (and any such eligibility shall be promptly reported to the Company by Executive); *provided, however*, that the election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage shall remain Executive's sole responsibility, and the Company shall not assume any obligation for payment of any such premiums relating to such COBRA continuation coverage. Notwithstanding the foregoing, should the Company determine in its sole discretion that it cannot provide the above COBRA benefits without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company will in lieu thereof provide to Executive a taxable monthly payment for the same period in an amount equal to the monthly COBRA premium Executive would be required to pay to continue her group health coverage in effect on the date of her termination of employment (which amount will be based on the premium for the first month of COBRA coverage), which payments will be made regardless of whether Executive elects COBRA continuation coverage.

(v) Vesting Acceleration of Equity Awards. Except as otherwise provided in the applicable award agreement, Executive's then outstanding and unvested Equity Awards as of the date of the termination of employment will be subject to the following treatment (and otherwise be subject to the terms consistent with the applicable plan and award agreements, including the time for payment of such award):

and (A) Equity Awards that are not subject to the attainment of performance goals will become vested in full;

(B) Equity Awards that are subject to vesting upon the attainment of performance goals shall become vested in amount equal to either (a) the target number of shares subject to the Equity Award or (b) if at least fifty percent (50%) of the applicable performance period has been completed as of the date of termination and it would result in a greater number of shares becoming

vested based on the degree of satisfaction of the applicable performance objectives through such date, the total number of shares that would have been earned had Executive remained employed through the end of the applicable performance period (as determined in good faith by the Committee), in each case less the number of shares that had already become vested as of the date of such termination of employment in respect of such Equity Award.

(b) Exclusive Remedy. In the event of a termination of Executive's employment as set forth in Section 3, the provisions of Section 3 are intended to be and are exclusive and in lieu of any other rights or remedies to which Executive otherwise may be entitled, whether at law, tort or contract, in equity, or under this Agreement (other than the payment of accrued but unpaid wages, as required by law, and any unreimbursed reimbursable expenses). Executive will be entitled to no benefits, compensation or other payments or rights upon a termination of employment other than those benefits expressly set forth in Section 3 of this Agreement. ***For the avoidance of doubt, Executive will not be eligible to receive benefits under both this Agreement and that certain Severance Agreement by and between Executive and the Company dated as of the date hereof (the "Severance Agreement") as, upon Executive's receipt of any payment or benefit set forth in Section 3 of the Severance Agreement, Executive shall no longer be eligible to receive any of the payments or benefits set forth in this Section 3.***

4. Conditions to Receipt of Severance.

(a) Release of Claims Agreement. The receipt of any severance payments or benefits pursuant to this Agreement (except for the Accrued Items) is subject to Executive signing and not revoking a separation agreement and release of claims in a form acceptable to the Company (the "**Release**") and in the time provided by the Company to do so, which Release must become effective and irrevocable no later than the sixtieth (60th) day following Executive's termination of employment (the "**Release Deadline**"). If the requirements of the previous sentence are not satisfied, Executive will forfeit any right to severance payments or benefits under this Agreement. In no event will severance payments or benefits be paid or provided until the Release has been timely returned to the Company and actually becomes effective and irrevocable. Except as required by Section 4(c) or as otherwise specified in Section 3, any severance payments or benefits under this Agreement will be paid, or, in the case of installments, will commence, in the first payroll following the effective date of the Release, but not later than fourteen (14) days following the effective date of the Release.

(b) Confidential Information and Invention Assignment Agreements. Executive's receipt of any payments or benefits under Section 3 (except for the Accrued Items) will be subject to Executive continuing to comply with the terms of the At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement (the "**Confidentiality Agreement**") most recently entered into between the Company and Executive, as such agreement may be amended from time to time. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement prevents Executive from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations, and for purpose of clarity Executive is not prohibited from providing information voluntarily to the Securities and Exchange Commission (the "**SEC**") pursuant to Section 21F of the Securities Exchange Act of 1934, as amended.

(c) Section 409A.

(i) Notwithstanding anything to the contrary in this Agreement, no severance pay or benefits to be paid or provided to Executive, if any, pursuant to this Agreement that, when considered together with any other severance payments or separation benefits, are considered deferred compensation under Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the final regulations and any guidance promulgated thereunder ("**Section 409A**") (together, the "**Deferred Payments**") will be paid or otherwise provided until Executive has a "separation from service" within the meaning of Section 409A. Similarly, no severance payable to Executive, if any, pursuant to this Agreement that otherwise would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9) will be payable until Executive has a "separation from service" within the meaning of Section 409A.

(ii) It is intended that none of the severance payments under this Agreement will constitute "**Deferred Payments**" but rather will be exempt from Section 409A as a payment that would fall within the "short-term deferral period" as described in Section 4(c)(iv) below or resulting from an involuntary separation from service as described in Section 4(c)(v) below. However, any severance

payments or benefits under this Agreement that would be considered Deferred Payments will be paid on, or, in the case of installments, will not commence until, the sixtieth (60th) day following Executive's separation from service, or, if later, such time as required by Section 4(c)(iii). Except as required by Section 4(c)(iii), any installment payments that would have been made to Executive during the sixty (60) day period immediately following Executive's separation from service but for the preceding sentence will be paid to Executive on the sixtieth (60th) day following Executive's separation from service and the remaining payments shall be made as provided in this Agreement.

(iii) Notwithstanding anything to the contrary in this Agreement, if Executive is a "specified employee" within the meaning of Section 409A at the time of Executive's termination (other than due to death), then the Deferred Payments, if any, that are payable within the first six (6) months following Executive's separation from service, will become payable on the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of Executive's separation from service. All subsequent Deferred Payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if Executive dies following Executive's separation from service, but before the six (6)-month anniversary of the separation from service, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of Executive's death and all other Deferred Payments will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment and benefit payable under this Agreement is intended to constitute a separate payment under Section 1.409A-2(b)(2) of the Treasury Regulations.

(iv) Any amount paid under this Agreement that satisfies the requirements of the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations will not constitute Deferred Payments for purposes of Section 4(c)(i).

(v) Any amount paid under this Agreement that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that does not exceed the Section 409A Limit will not constitute Deferred Payments for purposes of Section 4(c)(i).

(vi) The foregoing provisions are intended to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. The Company and Executive agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition before actual payment to Executive under Section 409A.

(vii) To the extent any reimbursement or in-kind benefit provided under this Agreement is a Deferred Payment (i) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year; (ii) the reimbursement of an eligible expense must be made on or before the last day of the calendar year following the calendar year in which the expense was incurred; and (iii) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(d) Non-Disparagement. Following Executive's termination of employment, Executive shall not disparage the Company or otherwise take any action which could reasonably be expected to adversely affect the reputation of the Company. This paragraph will not prohibit Executive from making any disclosure required by law, engaging in the legal process, or providing truthful testimony in response to a subpoena or in any legal or administrative proceeding, and nothing in this Agreement or the Release shall prohibit or restrict Executive from lawfully (i) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by, any governmental agency (including the SEC) regarding a possible violation of any law; (ii) responding to any inquiry or legal process directed to Executive from any governmental agency; (iii) testifying, participating or otherwise assisting in an action or proceeding by any governmental agency relating to a possible violation of law; or (iv) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Nothing in this Agreement or the Release shall require Executive to obtain prior authorization from the Company before engaging in any conduct described in the previous sentence, or to notify the Company that Executive has engaged in any such conduct. Further, pursuant to the federal Defend Trade Secrets Act of 2016, Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (x) is made (A) in confidence

to a federal, state or local government official, either directly or indirectly, or to an attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; (y) is made to Executive's attorney in relation to a lawsuit for retaliation against Executive for reporting a suspected violation of law; or (z) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Nothing in this Agreement or the Release shall require Executive to obtain prior authorization from the Company before engaging in any conduct described in the previous sentence, or to notify the Company that Executive has engaged in any such conduct.

5. Limitation on Payments. In the event that the severance and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Code, and (ii) but for this Section 5, would be subject to the excise tax imposed by Section 4999 of the Code, then Executive's benefits under Section 3 will be either:

(a) delivered in full, or

(b) delivered as to such lesser extent which would result in no portion of such benefits being subject to excise tax under Section 4999 of the Code,

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999 of the Code, results in the receipt by Executive on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be taxable under Section 4999 of the Code. If a reduction in severance and other benefits constituting "parachute payments" is necessary so that benefits are delivered to a lesser extent, reduction will occur in the following order: (i) reduction of cash payments; (ii) cancellation of awards granted "contingent on a change in ownership or control" (within the meaning of Section 280G of the Code), (iii) cancellation of accelerated vesting of equity awards; (iv) reduction of employee benefits. In the event that acceleration of vesting of equity award compensation is to be reduced, such acceleration of vesting will be cancelled in the reverse order of the date of grant of Executive's equity awards.

Unless the Company and Executive otherwise agree in writing, any determination required under this Section 5 will be made in writing by the Company's independent public accountants immediately prior to a Change of Control or such other person or entity to which the parties mutually agree (the "**Accountants**"), whose determination will be conclusive and binding upon Executive and the Company. For purposes of making the calculations required by this Section 5, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive will furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section 5. The Company will bear all costs the Accountants may incur in connection with any calculations contemplated by this Section 5.

6. Definition of Terms. The following terms referred to in this Agreement will have the following meanings:

(a) Cause. "**Cause**" will mean:

(i) Executive's indictment, plea of nolo contendere or conviction, of any felony or of any crime involving dishonesty by Executive;

(ii) a material breach by Executive of Executive's duties or of a Company policy that is not cured by Executive within thirty (30) days following written notice of same to Executive by the Company, to the extent such breach is curable; or

(iii) a commission of any act of dishonesty, embezzlement, theft, fraud or misconduct (including harassment) by Executive with respect to the Company, any of which in the good faith and reasonable determination of the Board or the Committee is materially detrimental to the Company, its business or its reputation.

(b) Change of Control. “**Change of Control**” will mean the occurrence of any of the following events:

(i) Change in Ownership of the Company. A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group (“**Person**”), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than fifty percent (50%) of the total voting power of the stock of the Company, except that any change in the ownership of the stock of the Company as a result of a private financing of the Company that is approved by the Board will not be considered a Change of Control; or

(ii) Change in Effective Control of the Company. A change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12)-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this Section 6(b)(ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change of Control; or

(iii) Change in Ownership of a Substantial Portion of the Company’s Assets. A change in the ownership of a substantial portion of the Company’s assets which occurs on the date that any Person acquires (or has acquired during the twelve (12)-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than fifty percent (50%) of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For purposes of this Section 6(b)(iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For these purposes, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing provisions of this definition, a transaction will not be deemed a Change of Control unless the transaction qualifies as a change in control event within the meaning of Section 409A.

(c) Disability. “**Disability**” will mean that Executive is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months. Termination resulting from Disability may only be effected after at least thirty (30) days’ written notice by the Company of its intention to terminate Executive’s employment. In the event that Executive resumes the performance of substantially all of her duties hereunder before the termination of her employment becomes effective, the notice of intent to terminate will automatically be deemed to have been revoked.

(d) Equity Awards. “**Equity Awards**” will mean Executive’s then unvested outstanding stock options, stock appreciation rights, restricted stock units and other Company equity compensation awards.

(e) Good Reason. “**Good Reason**” will mean Executive’s termination of employment within ninety (90) days following the expiration of any cure period (discussed below) following the occurrence of one or more of the following, without Executive’s consent:

(i) A material diminution in Executive’s base compensation (unless such reduction is done as part of a reduction program effective for all of the Company’s senior level executives); or

(ii) the relocation of Executive’s primary workplace to a location more than fifty (50) miles away from Executive’s workplace in effect immediately prior to such relocation.

In addition, in order for a voluntary termination to be considered a termination for “Good Reason” under this Agreement, Executive must provide written notice to the Company of the existence of one or more of the above conditions within ninety (90) days of its initial existence and the Company must be provided thirty (30) days from the notice to remedy the condition. Notwithstanding the foregoing, a termination will

not be considered a termination for "Good Reason" if (x) Executive's conduct is such that Executive's compensation is subject to clawback provisions under any policy or agreement of the Company, or pursuant to applicable law, statute, rule or regulation of any branch of the federal government, or (y) the event described in Section 6(e)(i) is caused by the intentional or reckless conduct of Executive.

(f) Section 409A Limit. "**Section 409A Limit**" will mean the lesser of two (2) times: (i) Executive's annualized compensation based upon the annual rate of pay paid to Executive during the Executive's taxable year preceding the Executive's taxable year of Executive's termination of employment as determined under, and with such adjustments as are set forth in, Treasury Regulation 1.409A-1(b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which Executive's employment is terminated.

7. Successors.

(a) The Company's Successors. Any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets will assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "**Company**" will include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this Section 7 or which becomes bound by the terms of this Agreement by operation of law.

(b) Executive's Successors. The terms of this Agreement and all rights of Executive hereunder will inure to the benefit of, and be enforceable by, Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

8. Notice.

(a) General. Notices and all other communications contemplated by this Agreement will be in writing and will be deemed to have been duly given when sent electronically or personally delivered, when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid, or when delivered by a private courier service such as UPS, DIAL or Federal Express that has tracking capability. In the case of Executive, notices will be sent to the e-mail address or addressed to Executive at the home address, in either case which Executive most recently communicated to the Company in writing. In the case of the Company, electronic notices will be sent to the e-mail address of the Chief Executive Officer and the General Counsel and mailed notices will be addressed to its corporate headquarters, and all notices will be directed to the attention of its Chief Executive Officer and General Counsel.

(b) Notice of Termination. Any termination by the Company for Cause or by Executive for Good Reason will be communicated by a notice of termination to the other party hereto given in accordance with Section 8 of this Agreement. Such notice will indicate the specific termination provision in this Agreement relied upon, will set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and will specify the termination date (which will be not more than ninety (90) days after the giving of such notice and expiration of any applicable cure period).

9. Miscellaneous Provisions.

(a) No Duty to Mitigate. Executive will not be required to mitigate the amount of any payment contemplated by this Agreement, nor will any such payment be reduced by any earnings that Executive may receive from any other source.

(b) Waiver. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

(d) Entire Agreement. This Agreement, the Severance Agreement and the Confidentiality Agreement constitute the entire agreement of the parties hereto and supersede in their entirety all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties with respect to the subject matter hereof. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by duly authorized representatives of the parties hereto and which specifically mentions this Agreement.

(e) Compensation Recovery. Notwithstanding anything in this Agreement to the contrary, Executive acknowledges and agrees that this Agreement and any compensation described herein are subject to the terms and conditions of the Company's clawback policy as may be in effect from time to time, including to implement Section 10D of the Securities Exchange Act of 1934, as amended, and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the common stock of the Company may be traded) (the "**Compensation Recovery Policy**"), and that applicable sections of this Agreement and any related documents shall be deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof.

(f) Choice of Law. The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the Commonwealth of Virginia. Any claims or legal actions by one party against the other arising out of the relationship between the parties contemplated herein (whether or not arising under this Agreement) will be commenced or maintained in any state or federal court located in the jurisdiction where Executive resides, and Executive and the Company hereby submit to the jurisdiction and venue of any such court.

(g) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision hereof, which will remain in full force and effect.

(h) Withholding. All payments made pursuant to this Agreement will be subject to withholding of applicable income, employment and other taxes.

(i) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year set forth below.

COMPANY COMSCORE, INC.

By: /s/ Sara Dunn

Name: Sara Dunn

Title: Chief People Officer

Date: July 5, 2022

EXECUTIVE By: /s/ Mary Margaret Curry

Name: Mary Margaret Curry

Date: July 5, 2022

Signature Page to
Change of Control Agreement

COMSCORE, INC.

SEVERANCE AGREEMENT

This Severance Agreement (the "**Agreement**") is made and entered into by and between Mary Margaret Curry ("**Executive**") and comScore, Inc., a Delaware corporation (the "**Company**"), effective as of July 6, 2022 (the "**Effective Date**").

RECITALS

1. The Compensation Committee (the "**Committee**") of the Board of Directors of the Company (the "**Board**") believes that it is in the best interests of the Company and its stockholders to assure that the Company will have the continued dedication and objectivity of Executive, to provide Executive with an incentive to continue her employment, and to motivate Executive to maximize the value of the Company for the benefit of its stockholders.

2. The Committee believes that it is imperative to provide Executive with certain severance benefits upon Executive's termination of employment under certain circumstances. These benefits will provide Executive with enhanced financial security and incentive and encouragement to remain with the Company.

3. Certain capitalized terms used in the Agreement are defined in Section 6 below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Term of Agreement. This Agreement will have an initial term of two (2) years commencing on the Effective Date (the "**Initial Term**"). On the second anniversary of the Effective Date, this Agreement will renew automatically for additional one (1) year terms (each an "**Additional Term**" and together with the Initial Term, the "**Term**"), unless either party provides the other party with written notice of non-renewal at least sixty (60) days prior to the date of automatic renewal; provided, however, that if the Company enters into a definitive agreement to be acquired and the transactions contemplated thereby would result in the occurrence of a Change of Control if consummated, then, during the interim period between the date that the definitive agreement is effective and the date that either the definitive agreement is terminated or the Change of Control is consummated, the Company will no longer be permitted to provide Executive with written notice to not renew this Agreement, and if the Change of Control is consummated, the Agreement will expire on the effective date of the Change of Control. If the definitive agreement is terminated without the transactions contemplated thereby having been consummated and at the time of such termination there is at least twelve (12) months remaining in the Term, the Agreement will continue in effect for the remainder of the Term then in effect, but if there is less than twelve (12) months remaining in the Term then in effect, the Agreement will automatically extend for an additional one (1) year from the date the definitive agreement is terminated. If Executive becomes entitled to benefits under Section 3 during the term of this Agreement, the Agreement will not terminate until all of the obligations of the parties hereto with respect to this Agreement have been satisfied.

2. At-Will Employment. The Company and Executive acknowledge that Executive's employment is and will continue to be at-will, as defined under applicable law. If Executive's employment terminates for any reason prior to a Change of Control, Executive will not be entitled to any payments, benefits, damages, awards or compensation other than as provided by this Agreement, the payment of accrued but unpaid wages or other compensation, as required by law, as may otherwise be available in accordance with the Company's established employee plans or equity award agreements between the Company and Executive, and any unreimbursed reimbursable expenses, and this Agreement supersedes all prior agreements or arrangements relating to the same.

3. Severance Benefits.

(a) Termination without Cause or Resignation for Good Reason. If the Company terminates Executive's employment with the Company without Cause or if Executive resigns from such employment for Good Reason, and such termination occurs prior to a Change of Control, then subject to Section 4, Executive will receive the following:

(i) Accrued Compensation. The Company will pay Executive all accrued but unpaid vacation existing as of the date of termination, expense reimbursements, wages, and other benefits due to Executive under any Company-provided plans, policies, and arrangements (collectively, the “**Accrued Items**”).

(ii) Severance Payment. Executive will be paid continuing payments of severance pay at a rate equal to Executive’s base salary, as then in effect, for fifteen (15) months from the date of such termination of employment, to be paid in equal installments in accordance with the Company’s normal payroll policies; provided, however, that any temporary reduction in base salary shall be disregarded for purposes of calculating Executive’s severance payment pursuant to this paragraph.

(iii) Short-Term Incentive. At such time as the Company pays short-term incentive awards, if any, to senior executives of the Company for the year in which Executive’s termination occurs, the Company shall pay Executive a lump sum cash amount equal to the product obtained by multiplying (A) the full-year short-term incentive award that Executive would have earned had Executive remained employed through the end of the calendar year in which the termination of employment occurs based on the degree of satisfaction of the applicable performance objectives, as determined in good faith by the Committee, by (B) a fraction, the numerator of which is the total number of days that have elapsed during the calendar year through the date of termination of employment and the denominator of which is the total number of days in such calendar year.

(iv) Continued Executive Benefits. If Executive elects continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“**COBRA**”) within the time period prescribed pursuant to COBRA for Executive and Executive’s eligible dependents, then the Company will (subject to the following sentences) reimburse Executive for the COBRA premiums for such coverage (at the coverage levels in effect immediately prior to Executive’s termination) for the fifteen (15)-month period coincident with the severance benefit period set forth above (the “**COBRA Continuation Period**”). The reimbursements will be made by the Company to Executive consistent with the Company’s normal expense reimbursement policy. Executive shall be eligible to receive such COBRA reimbursement payments until the earliest of: (i) the end of the COBRA Continuation Period; (ii) the date Executive is no longer eligible to receive COBRA continuation coverage; and (iii) the date on which Executive becomes eligible to receive coverage under a group health plan sponsored by another employer (and any such eligibility shall be promptly reported to the Company by Executive); *provided, however*, that the election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage shall remain Executive’s sole responsibility, and the Company shall not assume any obligation for payment of any such premiums relating to such COBRA continuation coverage. Notwithstanding the foregoing, should the Company determine in its sole discretion that it cannot provide the above COBRA benefits without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company will in lieu thereof provide to Executive a taxable monthly payment for the same period in an amount equal to the monthly COBRA premium Executive would be required to pay to continue her group health coverage in effect on the date of her termination of employment (which amount will be based on the premium for the first month of COBRA coverage), which payments will be made regardless of whether Executive elects COBRA continuation coverage.

(b) Voluntary Resignation; Termination for Cause. If Executive’s employment with the Company terminates (i) voluntarily by Executive (other than for Good Reason) or (ii) for Cause by the Company, then Executive will not be entitled to receive severance or other benefits except for those (if any) as may then be established under the Company’s then existing severance and benefits plans and practices or pursuant to other written agreements with the Company.

(c) Disability; Death. If the Company terminates Executive’s employment as a result of Executive’s Disability, or Executive’s employment terminates due to her death, then Executive will not be entitled to receive any other severance or other benefits, except for (i) Accrued Items, and (ii) those severance or other benefits (if any) as may then be established under the Company’s then existing written severance and benefits plans and practices or pursuant to other written agreements with the Company.

(d) Exclusive Remedy. In the event of a termination of Executive’s employment as set forth in Section 3, the provisions of Section 3 are intended to be and are exclusive and in lieu of any other rights or remedies to which Executive otherwise may be entitled, whether at law, tort or contract, in equity or under this Agreement (other than the payment of accrued but unpaid wages, as required by law, in accordance with equity award agreements between the Company and Executive, and any unreimbursed reimbursable expenses). Executive will be entitled to no benefits, compensation or other

payments or rights upon a termination of employment other than those benefits expressly set forth in Section 3 of this Agreement. **For the avoidance of doubt, Executive will not be eligible to receive benefits under both this Agreement and that certain Change of Control Agreement by and between Executive and the Company dated as of the date hereof (the "COC Agreement"), as, upon Executive's receipt of any payment or benefit set forth in Section 3 of the COC Agreement, Executive shall no longer be eligible to receive any of the payments or benefits set forth in this Section 3.**

4. Conditions to Receipt of Severance.

(a) Release of Claims Agreement. The receipt of any severance payments or benefits pursuant to this Agreement (except for the Accrued Items) is subject to Executive signing and not revoking a separation agreement and release of claims in a form acceptable to the Company (the "**Release**") and in the time period provided by the Company to do so, which Release must become effective and irrevocable no later than the sixtieth (60th) day following Executive's termination of employment (the "**Release Deadline**"). If the requirements of the previous sentence are not satisfied, Executive will forfeit any right to severance payments or benefits under this Agreement. In no event will severance payments or benefits be paid or provided until the Release has been timely returned to the Company and actually becomes effective and irrevocable. Except as required by Section 4(c) or as otherwise specified in Section 3, any severance payments or benefits under this Agreement will be paid, or, in the case of installments, will commence, in the first payroll following the effective date of the Release, but not later than fourteen (14) days following the effective date of the Release.

(b) Confidential Information and Invention Assignment Agreements. Executive's receipt of any payments or benefits under Section 3 (except for the Accrued Items) will be subject to Executive continuing to comply with the terms of the At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement (the "**Confidentiality Agreement**") most recently entered into between the Company and Executive, as such agreement may be amended from time to time. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement prevents Executive from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations, and for purpose of clarity Executive is not prohibited from providing information voluntarily to the Securities and Exchange Commission (the "**SEC**") pursuant to Section 21F of the Securities Exchange Act of 1934, as amended.

(c) Section 409A.

(i) Notwithstanding anything to the contrary in this Agreement, no severance pay or benefits to be paid or provided to Executive, if any, pursuant to this Agreement that, when considered together with any other severance payments or separation benefits, are considered deferred compensation under Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the final regulations and any guidance promulgated thereunder ("**Section 409A**") (together, the "**Deferred Payments**") will be paid or otherwise provided until Executive has a "separation from service" within the meaning of Section 409A. Similarly, no severance payable to Executive, if any, pursuant to this Agreement that otherwise would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9) will be payable until Executive has a "separation from service" within the meaning of Section 409A.

(ii) It is intended that none of the severance payments under this Agreement will constitute "**Deferred Payments**" but rather will be exempt from Section 409A as a payment that would fall within the "short-term deferral period" as described in Section 4(c)(iv) below or resulting from an involuntary separation from service as described in Section 4(c)(v) below. However, any severance payments or benefits under this Agreement that would be considered Deferred Payments will be paid on, or, in the case of installments, will not commence until, the sixtieth (60th) day following Executive's separation from service, or, if later, such time as required by Section 4(c)(iii). Except as required by Section 4(c)(iii), any installment payments that would have been made to Executive during the sixty (60)-day period immediately following Executive's separation from service but for the preceding sentence will be paid to Executive on the sixtieth (60th) day following Executive's separation from service and the remaining payments shall be made as provided in this Agreement.

(iii) Notwithstanding anything to the contrary in this Agreement, if Executive is a "specified employee" within the meaning of Section 409A at the time of Executive's termination (other than due to death), then the Deferred Payments, if any, that are payable within the first six (6) months

following Executive's separation from service, will become payable on the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of Executive's separation from service. All subsequent Deferred Payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if Executive dies following Executive's separation from service, but before the six (6)-month anniversary of the separation from service, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of Executive's death and all other Deferred Payments will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment and benefit payable under this Agreement is intended to constitute a separate payment under Section 1.409A-2(b)(2) of the Treasury Regulations.

(iv) Any amount paid under this Agreement that satisfies the requirements of the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations will not constitute Deferred Payments for purposes of Section 4(c)(i).

(v) Any amount paid under this Agreement that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that does not exceed the Section 409A Limit will not constitute Deferred Payments for purposes of Section 4(c)(i).

(vi) The foregoing provisions are intended to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. The Company and Executive agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition before actual payment to Executive under Section 409A.

(vii) To the extent any reimbursement or in-kind benefit provided under this Agreement is a Deferred Payment (i) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year; (ii) the reimbursement of an eligible expense must be made on or before the last day of the calendar year following the calendar year in which the expense was incurred; and (iii) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(d) Non-Disparagement. Following Executive's termination of employment, Executive shall not disparage the Company or otherwise take any action which could reasonably be expected to adversely affect the reputation of the Company. This paragraph will not prohibit Executive from making any disclosure required by law, engaging in the legal process, or providing truthful testimony in response to a subpoena or in any legal or administrative proceeding, and nothing in this Agreement or the Release shall prohibit or restrict Executive from lawfully (i) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by, any governmental agency (including the SEC) regarding a possible violation of any law; (ii) responding to any inquiry or legal process directed to Executive from any governmental agency; (iii) testifying, participating or otherwise assisting in an action or proceeding by any governmental agency relating to a possible violation of law; or (iv) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Nothing in this Agreement or the Release shall require Executive to obtain prior authorization from the Company before engaging in any conduct described in the previous sentence, or to notify the Company that Executive has engaged in any such conduct. Further, pursuant to the federal Defend Trade Secrets Act of 2016, Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (x) is made (A) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; (y) is made to Executive's attorney in relation to a lawsuit for retaliation against Executive for reporting a suspected violation of law; or (z) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Nothing in this Agreement or the Release shall require Executive to obtain prior authorization from the Company before engaging in any conduct described in the previous sentence, or to notify the Company that Executive has engaged in any such conduct.

5. Limitation on Payments. In the event that the severance and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute "parachute payments" within the meaning

of Section 280G of the Code, and (ii) but for this Section 5, would be subject to the excise tax imposed by Section 4999 of the Code, then Executive's benefits under Section 3 will be either:

(a) delivered in full, or

(b) delivered as to such lesser extent which would result in no portion of such benefits being subject to excise tax under Section 4999 of the Code,

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999 of the Code, results in the receipt by Executive on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be taxable under Section 4999 of the Code. If a reduction in severance and other benefits constituting "**parachute payments**" is necessary so that benefits are delivered to a lesser extent, reduction will occur in the following order: (i) reduction of cash payments; (ii) cancellation of awards granted "**contingent on a change in ownership or control**" (within the meaning of Section 280G of the Code), (iii) cancellation of accelerated vesting of equity awards; (iv) reduction of employee benefits. In the event that acceleration of vesting of equity award compensation is to be reduced, such acceleration of vesting will be cancelled in the reverse order of the date of grant of Executive's equity awards.

Unless the Company and Executive otherwise agree in writing, any determination required under this Section 5 will be made in writing by the Company's independent public accountants immediately prior to a Change of Control or such other person or entity to which the parties mutually agree (the "**Accountants**"), whose determination will be conclusive and binding upon Executive and the Company. For purposes of making the calculations required by this Section 5, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive will furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section 5. The Company will bear all costs the Accountants may incur in connection with any calculations contemplated by this Section 5.

6. Definition of Terms. The following terms referred to in this Agreement will have the following meanings:

(a) Cause. "**Cause**" will mean:

(i) Executive's indictment, plea of nolo contendere or conviction, of any felony or of any crime involving dishonesty by Executive;

(ii) a material breach by Executive of Executive's duties or of a Company policy that is not cured by Executive within thirty (30) days following written notice of same to Executive by the Company, to the extent such breach is curable; or

(iii) a commission of any act of dishonesty, embezzlement, theft, fraud or misconduct (including harassment) by Executive with respect to the Company, any of which in the good faith and reasonable determination of the Board or the Committee is materially detrimental to the Company, its business or its reputation.

(b) Change of Control. "**Change of Control**" will mean the occurrence of any of the following events:

(i) Change in Ownership of the Company. A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group ("**Person**"), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than fifty percent (50%) of the total voting power of the stock of the Company, except that any change in the ownership of the stock of the Company as a result of a private financing of the Company that is approved by the Board will not be considered a Change of Control; or

(ii) Change in Effective Control of the Company. A change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12)-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this

Section 6(b)(ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change of Control; or

(iii) Change in Ownership of a Substantial Portion of the Company's Assets. A change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the twelve (12)-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than fifty percent (50%) of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For purposes of this Section 6(b)(iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For these purposes, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing provisions of this definition, a transaction will not be deemed a Change of Control unless the transaction qualifies as a change in control event within the meaning of Section 409A.

(c) Disability. "**Disability**" will mean that Executive is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months. Termination resulting from Disability may only be effected after at least thirty (30) days' written notice by the Company of its intention to terminate Executive's employment. In the event that Executive resumes the performance of substantially all of her duties hereunder before the termination of her employment becomes effective, the notice of intent to terminate will automatically be deemed to have been revoked.

(d) Good Reason. "**Good Reason**" will mean Executive's termination of employment within ninety (90) days following the expiration of any cure period (discussed below) following the occurrence of one or more of the following, without Executive's consent:

(i) A material diminution in Executive's base compensation (unless such reduction is done as part of a reduction program effective for all of the Company's senior level executives); or

(ii) the relocation of Executive's primary workplace to a location more than fifty (50) miles away from Executive's workplace in effect immediately prior to such relocation.

In addition, in order for a voluntary termination to be considered a termination for "Good Reason" under this Agreement, Executive must provide written notice to the Company of the existence of one or more of the above conditions within ninety (90) days of its initial existence and the Company must be provided thirty (30) days from the notice to remedy the condition. Notwithstanding the foregoing, a termination will not be considered a termination for "Good Reason" if (x) Executive's conduct is such that Executive's compensation is subject to clawback provisions under any policy or agreement of the Company, or pursuant to applicable law, statute, rule or regulation of any branch of the federal government, or (y) the event described in Section 6(d)(i) is caused by the intentional or reckless conduct of Executive.

(e) Section 409A Limit. "**Section 409A Limit**" will mean the lesser of two (2) times: (i) Executive's annualized compensation based upon the annual rate of pay paid to Executive during the Executive's taxable year preceding the Executive's taxable year of Executive's termination of employment as determined under, and with such adjustments as are set forth in, Treasury Regulation 1.409A-1(b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which Executive's employment is terminated.

7. Successors.

(a) The Company's Successors. Any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets will assume the obligations under this Agreement and agree

expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term “**Company**” will include any successor to the Company’s business and/or assets which executes and delivers the assumption agreement described in this Section 7 or which becomes bound by the terms of this Agreement by operation of law.

(b) Executive’s Successors. The terms of this Agreement and all rights of Executive hereunder will inure to the benefit of, and be enforceable by, Executive’s personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

8. Notice.

(a) General. Notices and all other communications contemplated by this Agreement will be in writing and will be deemed to have been duly given when sent electronically or personally delivered, when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid, or when delivered by a private courier service such as UPS, DHL or Federal Express that has tracking capability. In the case of Executive, notices will be sent to the e-mail address or addressed to Executive at the home address, in either case which Executive most recently communicated to the Company in writing. In the case of the Company, electronic notices will be sent to the e-mail address of the Chief Executive Officer and the General Counsel and mailed notices will be addressed to its corporate headquarters, and all notices will be directed to the attention of its Chief Executive Officer and General Counsel.

(b) Notice of Termination. Any termination by the Company for Cause or by Executive for Good Reason will be communicated by a notice of termination to the other party hereto given in accordance with Section 8 of this Agreement. Such notice will indicate the specific termination provision in this Agreement relied upon, will set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and will specify the termination date (which will be not more than ninety (90) days after the giving of such notice and expiration of any applicable cure period).

9. Miscellaneous Provisions.

(a) No Duty to Mitigate. Executive will not be required to mitigate the amount of any payment contemplated by this Agreement, nor will any such payment be reduced by any earnings that Executive may receive from any other source.

(b) Waiver. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

(d) Entire Agreement. This Agreement, the COC Agreement and the Confidentiality Agreement constitute the entire agreement of the parties with regard to the subject matter hereof and are intended by the parties to supersede all prior and contemporaneous agreements and understandings, oral and written, between Executive and the Company or any of its affiliates with regard to the subject matter hereof including, but not limited to, that certain Severance Agreement by and between the Company and Executive dated as of December 23, 2020. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by duly authorized representatives of the parties hereto and which specifically mentions this Agreement.

(e) Compensation Recovery. Notwithstanding anything in this Agreement to the contrary, Executive acknowledges and agrees that this Agreement and any compensation described herein are subject to the terms and conditions of the Company’s clawback policy as may be in effect from time to time, including to implement Section 10D of the Securities Exchange Act of 1934, as amended, and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the common stock of the Company may be traded) (the “**Compensation Recover, Policy**”), and that applicable sections of this Agreement and any

related documents shall be deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof.

(f) Choice of Law. The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the Commonwealth of Virginia. Any claims or legal actions by one party against the other arising out of the relationship between the parties contemplated herein (whether or not arising under this Agreement) will be commenced or maintained in any state or federal court located in the jurisdiction where Executive resides, and Executive and the Company hereby submit to the jurisdiction and venue of any such court.

(g) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision hereof, which will remain in full force and effect.

(h) Withholding. All payments made pursuant to this Agreement will be subject to withholding of applicable income, employment and other taxes.

(i) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year set forth below.

COMPANY COMSCORE, INC.

By: /s/ Sara Dunn

Name: Sara Dunn

Title: Chief People Officer

Date: July 5, 2022

EXECUTIVE By: /s/ Mary Margaret Curry

Name: Mary Margaret Curry

Date: July 5, 2022

Signature Page to
Severance Agreement



FOR IMMEDIATE RELEASE

Comscore Announces CEO Appointment

Jon Carpenter Appointed Chief Executive Officer

Dr. Nana Banerjee Named Chairman

Mary Margaret Curry Named Chief Financial Officer

RESTON, Va., July 6, 2022 – Comscore, Inc. (Nasdaq: SCOR), a trusted partner for planning, transacting and evaluating media across platforms, announced today that Jon Carpenter, who has served as the company's chief financial officer since November 2021, has been appointed by Comscore's board of directors as chief executive officer, effective today. This announcement caps off a full search of external and internal candidates initiated earlier this year when current CEO and executive vice chairman Bill Livek announced his planned retirement. Comscore also announced that Dr. Nana Banerjee, who has served as a director on Comscore's board since March 2021, has been designated non-executive chairman of the board. Brent Rosenthal, who has served as chairman since 2018, will continue to serve as lead director. Mary Margaret Curry, who currently serves as the company's chief accounting officer, has been promoted to chief financial officer and treasurer.

Mr. Carpenter's experience in the media and measurement industry includes successful senior operational and financial leadership roles at NBC Universal, Nielsen, and at Publisher's Clearing House (PCH), where in addition to serving as that company's CFO, he also had operating responsibility for growing and accelerating its digital advertising business organically and through strategic acquisitions. Mr. Carpenter, whose career also includes finance leadership roles for Sears Holdings, began his career with General Electric where he rose through their leadership development program.

"Jon's strong operational focus, strategic acumen, and experience driving both growth and profitability are exactly what we need for Comscore's next chapter. In addition to his background in finance, as well as in media and measurement sectors, Jon brings a customer-centric ethos. I am excited for and confident in Comscore's future under Jon's leadership," said Dr. Banerjee. "Along with the rest of the board, I am committed to working with Jon and the rest of the management team to help accelerate Comscore's growth trajectory and achieve its full potential."

Dr. Banerjee brings expertise in data analytics and information services sectors, and experience in successfully transforming global businesses, evidenced in prior roles as CEO of McGraw-Hill, Group President of Verisk Analytics, CEO and COO of Argus Information and Advisory Services, and senior leadership roles at Citibank and GE Capital.

"Since arriving, Jon and Nana have been integral to the team's collective effort to drive growth, profitability and operational excellence. I look forward to continuing to work together on behalf of our company, employees, customers, and all shareholders," said Mr. Rosenthal.

Said Mr. Carpenter, "I am honored to step into this role and excited about the opportunity that's ahead for Comscore. The marketplaces in which we operate are changing rapidly, but with Comscore's rich history of delivering measurement solutions, coupled with the talent of our team, I am enthusiastic and confident in our ability to deliver the innovative products and solutions our customers need and want."

Ms. Curry joined Comscore in 2011 as global tax director and has since served in roles of increasing scope and responsibility, including as senior director of global tax compliance and reporting, vice president of tax and treasury, and senior vice president and controller. Before joining the company, she spent nine years with KPMG.

"Mary Margaret brings deep Comscore knowledge and financial expertise to the CFO role, and I look forward to continuing to partner with her as we execute on our strategic plan," continued Mr. Carpenter. "Comscore has been a groundbreaker since its founding, and I believe we're just getting started in our next chapter. I know that I join the rest of the Comscore team in thanking Bill not just for his leadership and many contributions to Comscore, but also to the industry, and I am grateful we will have his continued involvement on the board."

"I'm proud of the work we have done at Comscore, and proud to continue to be part of this great company through my board engagement. I believe that Comscore is the answer to the measurement and insight challenges facing our industry. I am confident that Jon, Mary Margaret and the Comscore team will carry that torch forward," said Mr. Livek.

About Comscore

Comscore (Nasdaq: SCOR) is a trusted partner for planning, transacting and evaluating media across platforms. With a data footprint that combines digital, linear TV, over-the-top and theatrical viewership intelligence with advanced audience insights, Comscore allows media buyers and sellers to quantify their multiscreen behavior and make business decisions with confidence. A proven leader in measuring digital and TV audiences and advertising at scale, Comscore is the industry's emerging, third-party source for reliable and comprehensive cross-platform measurement.

Press

Bill Daddi
Daddi Brand Communications
646-370-1341
press@comscore.com

Investors

John Tinker
Comscore, Inc.
212-203-2129
jtinker@comscore.com