
**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): January 12, 2017

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)

(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 (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On January 12, 2017, comScore, Inc. (the “Company”) announced that Christiana Lin, the Company’s Executive Vice President, General Counsel and Chief Privacy Officer, would be resigning from that executive officer position with the Company, effective January 23, 2017 but will continue to assist the Company as a consultant for a period of six months. In connection with Ms. Lin’s resignation, the Company and Ms. Lin have entered into a Separation and General Release Agreement (the “Separation Agreement”).

Under the Separation Agreement, the Company will pay Ms. Lin: (i) her current base salary of \$347,985 for twelve months commencing February 2, 2017; (ii) all accrued but unpaid salary and vacation earned through February 1, 2017 (the “Separation Date”); and (iii) if Ms. Lin elects continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), and for so long as Ms. Lin is not eligible for replacement coverage, the COBRA premiums for such coverage at the coverage levels in effect immediately prior to Ms. Lin’s resignation or, after the COBRA period expires, for substantially equivalent coverage, for the twelve month period of her severance payments. These amounts are consistent with Ms. Lin’s Change of Control and Severance Agreement.

In connection with Ms. Lin’s resignation, the Company and Ms. Lin entered into a Consulting Agreement (the “Consulting Agreement”), pursuant to which Ms. Lin has agreed to assist the Company during a transition period and to be available for additional assistance and cooperation from February 2, 2017 until August 2, 2017 (such period, the “Transition Period”). The Consulting Agreement provides, among other things, that Ms. Lin will be entitled to receive a consulting fee of \$83,333 per month during the Transition Period. In the event of early termination of the Consulting Agreement, Ms. Lin shall only be entitled to compensation through her last day of service.

The foregoing descriptions of the Separation Agreement and the Consulting Agreement do not purport to be complete and are qualified in their entirety by reference to the Separation Agreement and the Consulting Agreement, copies of which are filed as Exhibit 10.1 and 10.2 hereto, respectively, and are incorporated herein by reference.

Item 8.01. Other Events.

In connection with the departure of Ms. Lin, the Company issued a press release announcing that Carol DiBattiste has been appointed as the Company’s General Counsel & Chief Privacy and People Officer, effective January 23, 2017. Prior to joining the Company, Ms. DiBattiste, age 65, most recently served as Executive in Charge and Vice Chairman of the Board of Veterans’ Appeals in the U.S. Department of Veterans Affairs from May 2016 to January 2017. Prior to that, she served as Executive Vice President, Chief Legal, Privacy, Security and Administrative Officer at Education Management Corporation from March 2013 to March 2016 and as the Executive Vice President, General Counsel and Chief Administrative Officer of Geeknet, Inc. from April 2011 to March 2013. Ms. DiBattiste has served in executive privacy, security, compliance and legal roles at Reed Elsevier from 2008 to 2011, and ChoicePoint, Inc. from 2005 to 2008, where she also served as General Counsel and Chief Privacy Officer until ChoicePoint was acquired by Reed Elsevier. Previously, from 2001 to 2003, she was a partner in the international law firm of Holland & Knight LLP.

The press release issued by the Company on January 12, 2017 announcing Ms. DiBattiste’s appointment is attached as Exhibit 99.1 to this current report on Form 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Separation and General Release Agreement, dated as of January 12, 2017, by and between comScore, Inc. and Christiana Lin
10.2	Consulting Agreement, dated as of January 12, 2017, by and between comScore, Inc. and Christiana Lin
99.1	Press release dated January 12, 2017

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/ David Chemerow
David Chemerow
Chief Financial Officer

Date: January 12, 2017

EXHIBIT INDEX

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99.1	Press release dated January 12, 2017

SEPARATION AND GENERAL RELEASE AGREEMENT

This Separation and General Release Agreement (“Agreement”) is made as of the 12th day of January, 2017, (the “Effective Date”) between comScore, Inc. (“Company”), a Delaware corporation, and Christiana Lin (“Executive”).

WHEREAS, the Company employed Executive as Executive Vice President, General Counsel and Chief Privacy Officer.

WHEREAS, Executive intends to resign from all positions with the Company, and in connection with Executive’s separation from the Company, Executive and the Company desire to set forth the terms of Executive’s separation from the Company and certain transition services that Executive will provide to the Company.

THEREFORE, in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned, intending to be legally bound, state and agree as provided below.

1. Separation. Executive will resign from her position as Executive Vice President, General Counsel and Chief Privacy Officer effective January 23, 2017 (the “Resignation Date”). The parties further agree that Executive shall remain employed by the Company through February 1, 2017 (the “Separation Date”). Effective the Resignation Date, Executive is deemed to have resigned from all elected, appointed or other positions held within the Company or from any organization in which she represents the Company. Executive further agrees to execute promptly upon request by the Company any additional documents to effect the provisions of this Section 1.

2. Payments, Benefits and Perquisites. Provided that Executive complies with (and continues to comply with) all terms of this Agreement, including but not limited to her obligations under Paragraphs 6 and 15 of this Agreement, and fulfills all obligations thereunder, Executive will be entitled to the following severance benefits:

- a. The Company will continue to pay Executive her annual base salary of \$347,985.00, less applicable taxes and withholdings as required by law (“Severance Payments”), in accordance with the Company’s current normal payroll cycle, beginning on the first pay period after the Separation Date and continuing for a period of 12 months following the Separation Date (the “Severance Period”), unless Executive has breached any provision of this Agreement.
- b. The Company will pay Executive for all accrued salary and all accrued and unused paid time off earned through the Separation Date, subject to standard payroll deductions and withholdings, on the Company’s ordinary payroll date next-following the Separation Date.

- c. Executive's health insurance will terminate on the last day of the month in which the Separation Date occurs. If eligible, Executive may thereafter elect to continue Executive's health benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") or state insurance laws, if applicable, at Executive's own expense (or, if Executive enters into this Agreement, at the Company's expense as provided in paragraph 2(e) below). Notice of Executive's COBRA rights will be sent to Executive under separate cover. Executive's rights to elect such coverage are not contingent upon her entering into this Agreement.
- d. Executive agrees that, within 10 days following the Separation Date, Executive will submit Executive's final documented expense reimbursement statement reflecting all business expenses she incurred through the Separation Date, if any, for which Executive seeks reimbursement. The Company will reimburse Executive for these expenses pursuant to its regular business practice.
- e. If Executive elects continuation coverage pursuant to COBRA within the time period prescribed pursuant to COBRA for Executive and Executive's eligible dependents, and for so long as Executive has not yet elected replacement coverage, then the Company will pay the COBRA premiums for such coverage (at the coverage levels in effect immediately prior to Executive's termination) during the Severance Period.
- f. Executive expressly understands and acknowledges that the Company agrees to provide the above-stated payments and benefits in exchange for Executive's compliance with the terms set out in this Agreement. Executive further acknowledges and agrees that she is not entitled to receive payment of any of the benefits set forth in Paragraph 2 absent execution of this Agreement and the Reaffirmation. With the exception of the benefits described in Paragraph 2(b), Executive understands and agrees that the Company shall not provide any of the consideration set forth in this Agreement (including without limitation the payments or additional benefits listed in this Paragraph 2) until after the Separation Date and only after Executive's execution of an additional release covering the period from the Effective Date through the Separation Date (which Reaffirmation of Release of All Claims is attached hereto as *Exhibit C*). If Executive fails to comply with any of her obligations under this Agreement during the term for payment described above, Executive understands and acknowledges that the Company may cease making any of the above-described payments and benefits. Executive also acknowledges that if any payments are made to her under the terms of this Agreement, but are suspended as a result of a breach by Executive of any provision of this Agreement, including but not limited to her continuing obligations under Paragraphs 6 and 16, then the payments made to Executive are satisfactory and adequate consideration for the covenants and releases made by Executive herein.

3. Other Compensation or Benefits. Executive acknowledges that, except as expressly provided in this Agreement and in the Consulting Agreement entered into between the parties on January 12, 2017 (the "Consulting Agreement"), Executive is not entitled to and will not receive any additional compensation, severance or benefits from the Company after the Separation Date other than vested compensation or benefits under the Company's employee benefit plans in accordance with the respective terms thereof. Executive further understands and agrees that any options, restricted stock, and restricted stock units and other equity awards that are not vested immediately prior to the Separation Date shall be forfeited, except as otherwise provided in the respective terms and agreements governing Executive's currently outstanding equity awards under the Company's 2007 Equity Incentive Plan, and except as expressly provided in the Consulting Agreement.

4. Compensation Clawback. Executive acknowledges and agrees that, in addition to any other rights the Company may have, if the Company is required to claw back any incentive or other compensation pursuant to the Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, any regulations promulgated thereunder, or any other laws or regulations that may apply to Executive whether in effect now or in the future, the Company shall be entitled to cease any Severance Payments, and apply those Severance Payment amounts toward any such claw back. Nothing in this Agreement shall prevent Executive from commencing an action to challenge a termination of her Severance Payments if she believes (i) the Company was not required to claw back her Severance Payments or (ii) the Company terminated the Severance Payments in breach of this Agreement. In addition, nothing in this Agreement shall prevent or waive Executive's ability or right to contest or defend against any claim made against her for disgorgement, penalties, fines, forfeiture, or the return of any compensation or benefits of any kind in any government inquiry or proceeding or in any litigation brought against the Company or the Executive.

5. Return of Company Property. Executive agrees to return all Company Property that Executive has in her possession to the Company no later than the Separation Date, provided, however that Company may provide Executive with Company Property solely for her use in providing services pursuant to the Consulting Agreement. Executive further agrees not to retain any Company documents or any copies thereof except as provided below. "Company Property" shall include, but not be limited to: Company files; manuals; notes; drawings; records; business plans and forecasts; financial information; specifications; computer-recorded information; tangible property (including, but not limited to: computers; smart phones; cell phones; PDAs); credit cards; entry cards; identification badges and keys; and any materials of any kind that contain or embody any proprietary or confidential information of the Company (and all reproductions thereof). Notwithstanding the foregoing, (a) Executive and her counsel may retain copies of documents relating to this Agreement, her employment relationship with the Company, and her benefits, compensation and equity interests; and (b) Executive's counsel (and any experts engaged by such counsel) may retain any Company documents provided to such counsel by the Company, by the Executive or by counsel for any party for the purpose of assisting in their defense of Executive in any government inquiries or proceedings or in any litigation brought against the Company or Executive (the "permitted purposes") and any copies thereof, provided that Executive's counsel and experts use such Company documents only for the permitted purposes, maintain the confidentiality of such Company documents (including, if they must be filed in court, filing them under seal if possible), and return them to the Company when they are no longer needed for the permitted purposes (or, in the case of Company documents reflecting

Executive's attorneys' work product or attorney-client communications between Executive and her attorneys, certifying their destruction when they are no longer legally required to be maintained), and provided further that Executive and her counsel return to the Company promptly upon request, and share with no other party without the Company's express written consent, any Company documents containing the Company's attorney-client privileged information or attorney work product of the Company's counsel.

6. Proprietary Information and Noncompetition Obligations. Executive acknowledges her continuing obligations under the At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement executed by Executive (the "Confidentiality Agreement"), a copy of which is attached hereto as *Exhibit A*, including but not limited to, Executive's obligations related to confidentiality and noninterference with personnel relations; provided, however, that Section 7(d) of the Confidentiality Agreement shall be interpreted consistent with any applicable rules of the Virginia Rules of Professional Conduct. Notwithstanding anything herein or in *Exhibit A* to the contrary, Executive shall not be held liable under this Agreement, *Exhibit A* or any other agreement or any federal or state trade secret law for making any confidential disclosure of a Company trade secret or other confidential information to a government official or an attorney for purposes of reporting a suspected violation of law or regulation, or in a court filing under seal.

7. Non-Disparagement. The Company agrees that it will direct its executive officers to refrain (and that the Company will use its reasonable best efforts to cause the Company's directors to refrain) from making any statement(s) that disparage Executive, and Executive agrees to refrain from making any statement(s) that disparages the Company, its directors or executive officers. Nothing in this provision, or in any other provision of this Agreement, should be construed to limit the Executive from (i) complying with any valid subpoena or court order (about which Executive shall provide the Company with prompt notice, a copy of the subpoena or court order, and a transcript of any testimony, all to the maximum extent permitted by applicable law or policy); (ii) cooperating with any government investigation; (iii) voluntarily communicating, without notice to or approval by the Company, with any government agency regarding a potential violation of any law or regulation; (iv) cooperating with any reasonable requests by the Company; or (v) responding to untruthful statements made about her or defending herself in connection with any litigation or investigation. Similarly, nothing in this provision, or in any other provision of this Agreement, should be construed to limit the Company or any of its directors, officers or employees from (i) complying with any valid subpoena or court order; (ii) making statements that it concludes in good faith after consultation with counsel (a) are appropriate in filings, releases, and other documents prepared in connection with applicable securities laws or (b) may otherwise be required under any other applicable law; (iii) conducting in good faith investigations or inquiries regarding any potential violation of law; (iv) communicating with any government agency; or (v) responding to untruthful statements made about them or defending themselves in connection with any litigation or investigation.

8. Cooperation. Executive is permitted to cooperate fully and truthfully with any government authority conducting an investigation into any potential violation of any law or regulation. Nothing in this Agreement is intended to or shall prohibit Executive from providing such cooperation. Executive also agrees to cooperate and assist comScore and/or its Board of

Directors or any committees thereof in any formal or informal investigation into matters which Executive has relevant knowledge to the extent reasonably requested. Executive agrees and acknowledges that such assistance and cooperation may include, but not be limited to, providing all relevant information and documents reasonably available to Executive about matters on which she worked. Executive agrees to make herself promptly available to comScore or its representatives at a mutually agreeable time for interviews and meetings regarding any matter relating to her employment or matters on which she worked while employed at comScore as may be reasonably requested. The Company shall reimburse Executive for the reasonable expenses she incurs in the course of cooperating with such Company requests.

9. Release of All Claims. Except as otherwise set forth in this Agreement, Executive hereby releases, acquits and discharges the Company and its affiliates, and their officers, directors, agents, servants, employees, attorneys, shareholders, successors and assigns (collectively, the "Released Parties"), of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities (except those indemnification rights excluded below) and obligations of every kind and nature, in law, equity or otherwise, known or unknown, suspected or unsuspected, disclosed and undisclosed, arising out of or in any way related to any and all agreements, events, acts or conduct executed or occurring at any time prior to and including the date on which Executive executes this Agreement, including but not limited to: all such claims and demands directly or indirectly arising out of or in any way connected with Executive's employment with the Company or the termination of that employment; claims or demands related to salary, incentive payments, commissions, stock, stock options, or any other ownership interests in the Company, vacation pay, fringe benefits, expense reimbursements, severance pay, or any other form of compensation; claims pursuant to federal, state or local law, statute or cause of action including, but not limited to, the federal Civil Rights Act of 1964, as amended; the federal Americans with Disabilities Act of 1990, as amended; tort law; contract law; wrongful discharge; discrimination; harassment; fraud; defamation; emotional distress; and breach of the implied covenant of implied good faith and fair dealing.

**EXECUTIVE HEREBY ACKNOWLEDGES AND AGREES THAT
THIS RELEASE IS A GENERAL RELEASE AND THAT BY
SIGNING THIS AGREEMENT, EXECUTIVE IS SIGNING THIS RELEASE.**

Nothing in this Agreement shall be construed to prohibit Executive from commencing, instituting, participating, providing truthful information, or otherwise assisting in any investigation or proceeding conducted by the Equal Employment Opportunity Commission, the National Labor Relations Board, the Securities and Exchange Commission or any other government agency; provided, however, that by signing this Agreement, Executive agrees to waive and release any right Executive may have to recover monetary relief or compensation from the Released Parties in connection with any such proceeding or investigation. For the avoidance of doubt, nothing herein prevents Executive from receiving any whistleblower or similar award. Further, this release shall not be deemed to affect a release of any claim that may not be released by law, including rights to unemployment or workers compensation, and rights to vested benefits governed by ERISA, nor shall it be deemed to affect a release of any right to enforce the terms of this Agreement or any rights Executive may have to indemnification under the Indemnification Agreement (attached hereto as *Exhibit B*), the Company's By-Laws or applicable law.

Executive represents and warrants that Executive has not previously filed or joined in any claim released herein.

10. Waiver and Release Acknowledgement. Executive acknowledges that Executive is knowingly and voluntarily making the above waiver and release. Executive also acknowledges that the consideration given for the waiver and the release in the preceding paragraphs hereof is in addition to anything of value to which Executive was already entitled. Executive further acknowledges that:

- a. Executive has been and is advised to consult an attorney regarding this Agreement prior to executing it and that she has been given sufficient time to do so;
- b. Executive has received full and adequate consideration for this Agreement, including the waiver and release herein; and
- c. Executive fully understands and acknowledges the significance and consequences of this Agreement and represents by her signature that the terms of this Agreement are fully understood and voluntarily accepted by her. This Agreement has been individually negotiated by Executive and is not part of a group exit incentive or other group employment termination program.

11. Enforcement. Except as otherwise provided herein, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

12. Costs. Other than any costs recoverable under the "Enforcement" Section above, the parties intend that each shall bear its own costs, if any, that may have been incurred relating to this Agreement.

13. No Admission of Liability. This Agreement is not an admission of liability by any party.

14. Notice. In the event that any notice is to be given to any party under this Agreement, it shall be given by certified mail, return receipt requested, and addressed to the party as follows:

To Company: comScore, Inc.
Attention: General Counsel
11950 Democracy Drive, Suite 600
Reston, VA 20190

To Executive: Christiana Lin
P.O. Box 5306
Arlington, VA 22205

with a copy to: Amy J. Traub, Esq.
Baker & Hostetler, LLP
45 Rockefeller Plaza
New York, NY 10111-0100

15. Continuing Obligation. The parties agree that the terms of the Confidentiality Agreement and the Indemnification Agreement, attached hereto as Exhibits A and B, respectively, continue in full force and effect. For the avoidance of doubt, nothing herein alters: (i) Executive's rights or obligations with respect to indemnification as set forth in the Indemnification Agreement, the Company's By-Laws or applicable law; or (ii) Executive's obligations and the Company's rights under the Confidentiality Agreement as stated above in Paragraph 6.

16. Section 409A. It is intended that all amounts or benefits provided under this Agreement comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and treasury regulations relating thereto, so as not to subject Executive to the payment of any interest and tax penalty which may be imposed under Section 409A of the Code, and this Agreement shall be interpreted, construed, and administered accordingly; provided, however, that the Company and the other Released Parties shall not be responsible for any taxes, penalties, interest or other losses or expenses incurred by Executive due to any failure to comply with Section 409A of the Code. In furtherance thereof, the terms of this Agreement, to the extent necessary, may be modified to be exempt from and so comply with Section 409A of the Code. All references in this Agreement to Executive's separation of employment shall mean a separation from service within the meaning of Section 409A of the Code. Each payment under this Agreement as a result of the separation of Executive's service shall be considered a separate payment for purposes of Section 409A of the Code.

17. Miscellaneous. This Agreement, along with the Confidentiality Agreement and the Indemnification Agreement, constitutes the full and entire understanding and agreement between the parties regarding the subjects hereof. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations. This Agreement may not be modified or amended except in writing signed by both Executive and a duly authorized officer of the Company. This Agreement shall bind the heirs, personal representatives, successors and assigns of both Executive and the Company, and inure to the benefit of both Executive and the Company, their heirs, successors and assigns. Executive represents and warrants that Executive has not previously assigned or transferred, or purported to assign or transfer, to any person or entity, any of the claims released herein and Executive agrees to indemnify and hold harmless the Released Parties from any claim, demand, debt, obligation, liability, cost, expense, right of action or cause of action based on, arising out of or in assignment. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Agreement and the provision in question shall be modified by the court so as to be rendered enforceable. This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia, without reference to its choice of law rules. This Agreement may be signed electronically and in counterparts.

The undersigned state that they have carefully read this Agreement, that they know and understand its terms, and they sign it freely.

January 12, 2017

COMPANY:

COMSCORE, INC.

/s/ Gian Fulgoni

Name: Gian Fulgoni

Title: Chief Executive Officer

EXECUTIVE:

/s/ Christiana Lin

Christiana Lin

EXHIBIT A

(At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement)

EXHIBIT B

(Indemnification Agreement)

EXHIBIT C

Reaffirmation of Release of All Claims

In exchange for, and as a condition to receipt of, the payments and benefits set forth in Paragraph 2 of the Separation and General Release Agreement between comScore, Inc. ("Company"), a Delaware corporation, and Christiana Lin ("Executive") dated January 12, 2017 (the "Separation Agreement"), the Company and Executive have entered into this Reaffirmation of Release of All Claims (this "Reaffirmation") as of the last date set forth on the signature page hereto.

1. Release of All Claims. For and in consideration of the payments and benefits payable under the Separation Agreement, which, absent this Reaffirmation, Executive acknowledges and agrees that she otherwise would not be entitled to receive, and except as otherwise set forth in this Reaffirmation, Executive hereby releases, acquits and discharges the Company and its affiliates, and their officers, directors, agents, servants, employees, attorneys, shareholders, successors and assigns (collectively, the "Released Parties"), of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities (except those indemnification rights excluded below) and obligations of every kind and nature, in law, equity or otherwise, known or unknown, suspected or unsuspected, disclosed and undisclosed, arising out of or in any way related to any and all agreements, events, acts or conduct executed or occurring at any time prior to and including the date on which Executive executes this Agreement, including but not limited to: all such claims and demands directly or indirectly arising out of or in any way connected with Executive's employment with the Company or the termination of that employment; claims or demands related to salary, incentive payments, commissions, stock, stock options, or any other ownership interests in the Company, vacation pay, fringe benefits, expense reimbursements, severance pay, or any other form of compensation; claims pursuant to federal, state or local law, statute or cause of action including, but not limited to, the federal Civil Rights Act of 1964, as amended; the federal Americans with Disabilities Act of 1990, as amended; tort law; contract law; wrongful discharge; discrimination; harassment; fraud; defamation; emotional distress; and breach of the implied covenant of implied good faith and fair dealing.

**EXECUTIVE HEREBY ACKNOWLEDGES AND AGREES THAT
THIS RELEASE IS A GENERAL RELEASE AND THAT BY
SIGNING THIS AGREEMENT, EXECUTIVE IS SIGNING THIS RELEASE.**

Nothing in this Agreement shall be construed to prohibit Executive from commencing, instituting, participating, providing truthful information, or otherwise assisting in any investigation or proceeding conducted by the Equal Employment Opportunity Commission, the National Labor Relations Board, the Securities and Exchange Commission or any other government agency; provided, however, that by signing this Agreement, Executive agrees to waive and release any right Executive may have to recover monetary relief or compensation

from the Released Parties in connection with any such proceeding or investigation. For the avoidance of doubt, nothing herein prevents Executive from receiving any whistleblower or similar award. Further, this release shall not be deemed to affect a release of any claim that may not be released by law, including rights to unemployment or workers compensation, and rights to vested benefits governed by ERISA, nor shall it be deemed to affect a release of any right to enforce the terms of this Agreement or any rights Executive may have to indemnification under the Indemnification Agreement (attached to the Separation Agreement as *Exhibit B*), the Company's By-Laws or applicable law.

Executive represents and warrants that Executive has not previously filed or joined in any claim released herein

2. **No Transfer of Potential Claims.** Executive represents and warrants that she has not previously assigned or transferred, or purported to assign or transfer, to any person or entity, any of the claims released herein and Executive agrees to indemnify and hold harmless the Released Parties from any claim, demand, debt, obligation, liability, cost, expense, right of action or cause of action based on, arising out of or in assignment.
3. **No Admission of Liability.** This Reaffirmation is not an admission of liability by any party.
4. **Sufficiency of Consideration.** Executive acknowledges and agrees that the payments and benefits set forth in Paragraph 2 of the Separation Agreement, which Executive acknowledges and agrees that she is not entitled to receive absent execution of this Reaffirmation, have provided good and sufficient consideration for every promise, duty, release, obligation, agreement and right contained in this Reaffirmation.
5. **Knowledgeable Decision by Executive.** Executive specifically acknowledges that the Company has advised Executive to consult with an attorney regarding entering into this Reaffirmation, and that Executive has done so. Executive further represents and warrants that she has read and understands the terms and conditions of this Reaffirmation and the fact that this Reaffirmation forever releases the Released Parties from any legal action arising from Executive's relationship, or termination of the employment relationship, with them as an employee. Executive is signing, delivering and entering this Agreement of her own free will.
6. **Enforcement.** Except as otherwise provided herein, if any action at law or in equity is necessary to enforce or interpret the terms of this Reaffirmation, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
7. **Costs.** Other than any costs recoverable under the "Enforcement" Section above, the parties intend that each shall bear its own costs, if any, that may have been incurred relating to this Reaffirmation.

8. **Governing Law.** This Reaffirmation shall be governed in all respects by the laws of the Commonwealth of Virginia, without reference to its choice of law rules.

9. **General Provisions.**

a. **Severability.** If any provision of this Reaffirmation is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Reaffirmation and the provision in question shall be modified by the court so as to be rendered enforceable.

b. **Entire Agreement.** This Reaffirmation and the Separation Agreement set forth the entire agreement between the parties and supersede any other prior agreements or understandings between the parties concerning the subject matters of the Separation Agreement and the Reaffirmation, except as expressly provided in Paragraphs 6, 15 and 18 of the Separation Agreement. By signing this Reaffirmation, Executive reaffirms that she will also continue to abide by the terms of the Separation Agreement, which terms are expressly incorporated herein. Each party acknowledges that such party has not relied on any representations, promises or agreements of any kind made to such party in connection with the other party's decision to enter into this Reaffirmation, except for those set forth in this Reaffirmation and the Separation Agreement.

c. **Counterparts.** This Reaffirmation may be signed electronically and in counterparts.

The undersigned state that they have carefully read this Reaffirmation, that they know and understand its terms, and they sign it freely.

February , 2017

COMPANY:

COMSCORE, INC.

Name:

Title:

EXECUTIVE:

Christiana Lin

CONSULTING AGREEMENT

AGREEMENT by and between comScore, Inc. (the “Company”) and Christiana Lin, Esq. (the “Consultant”), dated as of the 12th day of January, 2017. The parties agree as follows:

1. **Engagement.** The Company hereby engages Consultant and Consultant hereby accepts such engagement, as an independent contractor, to provide certain consulting services.

2. **Consulting Period.** The “Consulting Period” means the period beginning on February 2, 2017, and ending on August 2, 2017, unless terminated earlier pursuant to any of the termination provisions contained in Section 7.

3. **Consulting Duties.** (a) Consultant agrees that, based on her period of employment with the Company, she has had access to legal advice provided to the Company and involving Consultant during her period of employment. Consultant will continue to provide information and advice related to the Company’s legal position during the Consulting Period to the Company’s General Counsel (the “Services”) as may from time to time be requested by the General Counsel or her designees, including but not limited to the Company’s management team, its lawyers or other representatives. Consultant agrees that the Services are subject to the attorney-client privilege, that this privilege belongs to and is controlled by the Company and that she may not waive the Company’s privilege.

(b) During the Consulting Period, Consultant agrees to devote such time as may be reasonably necessary to discharge the responsibilities assigned to Consultant hereunder and to use Consultant’s reasonable best efforts to perform faithfully and efficiently such responsibilities. Consultant further agrees that during the first six weeks of the Consulting Period, and to the extent reasonably necessary, she will be available onsite at the Company’s offices to provide the Services.

(c) During the Consulting Period, Consultant may work for or provide consulting or advisory services to any individual or business, unless such engagement or assignment would violate any duty or obligation owed by Consultant to the Company under any other written agreement.

4. **Status of Consultant.** The parties understand and acknowledge that Consultant is acting as an independent contractor providing services in her capacity as Consultant. The parties acknowledge that Contractor is not an employee, agent, partner or joint venturer of the Company and has no authority whatsoever to bind the Company to any contract or other obligations or to make any representations on behalf of the Company except in connection with her performance of the Services set forth in Section 3. The parties acknowledge that the Services provided under this Agreement are non-exclusive and that Consultant may provide similar consulting services to other parties subject to Section 3(b). The Parties agree that Consultant will have discretion to determine the method, details, and means of performing the Services to be carried out for the Company. The Parties agree that the Company retains the right to set the time deadlines, to determine the specific projects for which Consultant shall provide Services, to

determine the priority of projects for which Consultant shall provide Services, to specify financial constraints, and to exercise a power of acceptance over the results of the Services performed by the Consultant to ensure satisfactory performance.

5. **Consulting Fees.** (a) During the Consulting Period, the Company will pay the Consultant a monthly consulting fee ("Consulting Fee") of \$83,333.33, which fee shall be due and payable by the fifth of the month in which the Services are to be provided; provided, however, that no Consulting Fee shall be due for the month of August 2017. Consultant agrees that if this Agreement is terminated during any month for which the monthly Consulting Fee has already been paid to Consultant, Consultant will return any such portion of the monthly Consulting Fee which exceeds a pro-rated amount of the monthly Consulting Fee based on the number of days in the month for which Consultant provided the Services divided by the number of days in the month. Consultant agrees to deliver a Form W-9 to the Company before any Consulting Fee will be paid. In addition, the Company will reimburse the Consultant for all reasonable and necessary business expenses required to perform the Services provided to the Company under this Agreement, in accordance with the Company's standard procedures and policies regarding reimbursable business expenses.

(b) The Consultant shall not receive any compensation, payments, or benefits from the Company in addition to that described in this Section 5, unless the Company in its sole discretion decides otherwise. For purposes of outstanding equity awards previously issued to Consultant under the Company's 2007 Equity Incentive Plan (the "2007 Plan"), Consultant shall continue to be a "Service Provider" (as defined in and contemplated by the 2007 Plan) during the Consulting Period.

6. **No Employee Benefits.** Consultant hereby acknowledges that her relationship with the Company pursuant to this Agreement entitles her only to the payment for Services as specified in Section 5 and in no way entitles her to any benefits from the Company or from any benefit plan maintained by the Company for its employees.

7. **Termination of Consulting Period.** The Consulting Period shall terminate immediately upon the occurrence of any of the following events:

(a) The reasonable, good faith determination by the Company that Consultant has failed in any material respect to carry out the Services under this Agreement, provided that the Company provides Consultant with 10 days' written notice prior to terminating this Agreement pursuant to this Section 7(a) and Consultant has not cured such failure within the 10-day period;

(b) Upon the death of Consultant; or

(c) The reasonable, good faith determination by the Company that Consultant is in material breach of the Separation and General Release Agreement dated January 12, 2017 between Consultant and the Company, including all exhibits attached thereto (the "Release"); or

(d) By either party after the first three months of the Consulting Period, in the event that Consultant commences employment (either for herself or as a partner, officer, director,

employee, agent, independent contractor, co-venturer, or consultant of/with any person, partnership, corporation, or other enterprise) which results in the consulting arrangement set forth by this Agreement becoming untenable or unworkable.

8. **Confidential Information.** (a) The Consultant shall hold in a fiduciary capacity, for the benefit of the Company, all secret or confidential information, knowledge or data relating to the Company (including, without limitation, any non-public information that relates to the actual or anticipated business or research or development of the Company, technical data, trade secrets or know-how, including, but not limited to, research, product plans or other information regarding the Company's products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on whom Consultant calls or with whom Consultant becomes acquainted with during the term of this Agreement), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, panel recruitment, maintenance and operation, marketing, finances or other business information) that the Consultant obtains during the Consulting Period that is not public knowledge (other than as a result of the Consultant's violation of this Section 8(a)) ("Confidential Information"). For the purposes of this Section 8(a), information shall not be deemed to be publicly available merely because it is embraced by general disclosures or because individual features or combinations thereof are publicly available. The Consultant shall not communicate, divulge or disseminate Confidential Information at any time during the Consulting Period except with the prior written consent of the Company, or as otherwise required by law or legal process. All records, files, memoranda, reports, customer lists, drawings, plans, documents and the like that the Consultant uses, prepares or comes into contact with during the course of the Consulting Period shall remain the sole property of the Company and shall be turned over to the Company, as applicable, upon termination of the Consulting Period. The Company agrees that it will use its best efforts to refrain from providing Consultant with material, non-public Confidential Information without the prior written approval of the General Counsel of the Company.

(b) The Consultant acknowledges and agrees that: (i) the purpose of the foregoing covenants is to protect the goodwill, trade secrets and other Confidential Information of the Company; (ii) because of the nature of the businesses in which the Company is engaged and because of the nature of the Confidential Information to which the Consultant has access, it would be impractical and excessively difficult to determine the actual damages of the Company in the event the Consultant breached any of the covenants of this Section 8; and (iii) remedies at law (such as monetary damages) for any breach of the Consultant's obligations under this Section 8 would be inadequate. The Consultant therefore agrees and consents that if she commits any breach of a covenant under this Section 8 or threatens to commit any such breach, the Company shall have the right (in addition to, and not in lieu of, any other right or remedy that may be available to it) to temporary and permanent injunctive relief from a court of competent jurisdiction, without posting any bond or other security and without the necessity of proof of actual damage. With respect to any provision of this Section 8 finally determined by a court of competent jurisdiction to be unenforceable, the Consultant and the Company hereby agree that such court shall have jurisdiction to reform this Agreement or any provision hereof so that it is enforceable to the maximum extent permitted by law, and the parties agree to abide by such

court's determination. If any of the covenants of this Section 8 are determined to be wholly or partially unenforceable in any jurisdiction, such determination shall not be a bar to or in any way diminish the Company's right to enforce any such covenant in any other jurisdiction.

(c) The Consultant acknowledges and agrees that all Company property, whether or not maintained in "hard-copy" or electronic/magnetic form (including disks and computer drives), provided to or made available to Consultant including but not limited to the Company's existing or potential clients or employees and the Company's business and its operation shall be the Company's property, and shall be delivered to the Company or, at the Company's option, destroyed immediately upon termination or expiration of this Agreement or request by the Company.

9. **Indemnification.** During the Consulting Period, the Consultant and the Company agree that the Indemnification Agreement executed by Consultant on June 29, 2005 shall apply to the Services provided under this Agreement as if she were an officer, director, employee or agent of the Company.

10. **Successors.** (a) This Agreement is personal to the Consultant and, without the prior written consent of the Company, shall not be assignable by the Consultant.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

11. **Miscellaneous.** (a) This Agreement shall be governed by and construed in accordance with the laws of Virginia, without reference to principles of conflict of laws. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Consultant:

Christiana Lin, Esq.
P.O. Box 5306
Arlington, VA 22205

with a copy to:

Amy J. Traub, Esq.
Baker & Hostetler, LLP
45 Rockefeller Plaza
New York, NY 10111-0100

If to the Company:

comScore, Inc.
Attention: General Counsel
11950 Democracy Drive, Suite 600
Reston, VA 20190

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressees.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable in part, the remaining portion of such provision, together with all other provisions of this Agreement, shall remain valid and enforceable and continue in full force and effect to the fullest extent consistent with law.

(d) The parties acknowledge and agree that the Consulting Fees for services during the Consulting Period will be rendered by the Consultant as an independent contractor rather than an employee, and that the Consultant will therefore be solely responsible for paying all taxes with respect to his compensation for such services. The parties agree to report and treat for tax and other purposes that the services and income therefrom are as an independent contractor and not as an employee. Consultant acknowledges and agrees that she shall indemnify the Company and hold the Company harmless for any tax liability (including any penalties and/or attorneys' fees) incurred by Consultant as a result of the payments described herein. Consultant further acknowledges and agrees that the Company is not undertaking to advise her with respect to any tax consequences of these payments, and that she is solely responsible for determining those consequences and satisfying all applicable tax obligations resulting from these payments.

(e) The Consultant's or the Company's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right the Consultant or the Company may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(f) This Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument. To be clear, this Agreement shall not be effective until the date upon which both Parties have signed at least one counterpart, whichever is later (the "Effective Date").

IN WITNESS WHEREOF, the Consultant has hereunto set the Consultant's hand and, pursuant to due authorization, the Company has caused this Agreement to be executed in its name on its behalf, all as of the day and year first above written.

comScore, Inc.
/s/ Gian Fulgoni

Title: Chief Executive Officer

Christiana Lin, Esq.
/s/ Christiana Lin

Christiana Lin, Esq.



Contact: TBD
comScore, Inc.
TBD
press@comscore.com

comScore Appoints Carol DiBattiste as General Counsel & Chief Privacy and People Officer

Expert in Compliance and Risk Management Brings Extensive Public and Private Experience to the Cross-Platform Measurement Company

RESTON, VA, January 12, 2016 – comScore (NASDAQ: SCOR) today announced that Carol DiBattiste will join comScore as General Counsel & Chief Privacy and People Officer on January 23, 2017. A recognized expert in legal, compliance, enterprise risk and change management, Ms. DiBattiste brings extensive legal, privacy, compliance and human resources leadership experience from both the public and private sectors. Most recently, she served as the Executive in Charge and Vice Chairman of the Board of Veterans' Appeals at the U.S. Department of Veterans Affairs.

"I'm delighted to welcome Carol to comScore," said comScore Chief Executive Officer Gian Fulgoni. "She brings a depth of experience gained from an impressive career that has included executive positions at technology and big data companies, as well as significant public service. Carol is the right person to join comScore's leadership team as we redefine measurement in a dynamic cross-platform world."

In the private sector, Ms. DiBattiste served as Chief Privacy Officer at ChoicePoint, where she also served as General Counsel and Chief Compliance Officer. Choicepoint was acquired by Reed Elsevier/LexisNexis during her tenure. At LexisNexis/Reed Elsevier, she served as Senior Vice President, Privacy and Security. She has also served as General Counsel and Chief Administrative Officer at Geeknet, Inc., and Chief Legal, Privacy and Administrative Officer at Education Management Corporation. Previously, Ms. DiBattiste was a partner in the international law firm of Holland & Knight where her specialties included government relations, corporate diversity counseling, and civil and criminal litigation.

Ms. DiBattiste's public sector work has included senior executive positions in the Departments of Defense, Justice, and Homeland Security. Among her many distinguished roles, she served as the Under Secretary of the United States Air Force, Department of Defense, confirmed by the U.S. Senate, where she led a \$70 billion, 710,000 military and civilian department responsible for recruiting, training and education, and readiness, and earlier as Principal Deputy General Counsel for the U.S. Navy. She was also the Deputy Administrator of the Transportation Security Administration (TSA), Department of Homeland Security, where she led a \$5.3 billion, 55,000-employee agency. Ms. DiBattiste also served as a federal prosecutor and Deputy United States Attorney in the Southern District of Florida and as the Director of the Executive Office for United States Attorneys, where she led the operations of the 93 United States Attorneys Offices nationwide.

“Carol’s distinguished and varied career is knitted together by an unwavering commitment to integrity, accountability and success,” said comScore Board Chairman Bill Henderson. “The experience and leadership skills she brings are exactly the mix we need right now to continue to move comScore forward.”

“comScore’s track record of innovation, leading-edge technology and impressive efforts to redefine media measurement make it an exciting place to be,” said Ms. DiBattiste. “I am honored to be joining the team at comScore.”

Ms. DiBattiste graduated with a B.A. from LaSalle University, and has a J.D. from Temple University School of Law and an L.L.M. from Columbia University School of Law. In addition, she has completed the Strategic Leadership Program at Harvard Business School and served in the U.S. Air Force as an officer and judge advocate (JAG).

Ms. DiBattiste will succeed Chris Lin, current Executive Vice President, General Counsel and Chief Privacy Officer who joined comScore in 2001. “It has been a privilege to work with Chris for the sixteen years she has served comScore,” said Gian Fulgoni “Her tireless work helped transform us from an early stage startup through a period of growth, our IPO, and our initial phase of being a public company. I’m very pleased she has agreed to remain a consultant to assist us with this transition.” comScore Board Chairman Bill Henderson noted, “I’ve had the pleasure of knowing Chris since she joined comScore and have always admired and respected her unique skills and contributions to the company. I thank her for her years of service at the company.”

About comScore

comScore, Inc. (NASDAQ: SCOR) is a leading cross-platform measurement company that precisely measures audiences, brands and consumer behavior everywhere. comScore completed its merger with Rentrak Corporation in January 2016, to create the new model for a dynamic, cross-platform world. Built on precision and innovation, our unmatched data footprint combines proprietary digital, TV and movie intelligence with vast demographic details to quantify consumers’ multiscreen behavior at massive scale. This approach helps media companies monetize their complete audiences and allows marketers to reach these audiences more effectively. With more than 3,200 clients and global footprint in more than 75 countries, comScore is delivering the future of measurement. For more information on comScore, please visit comscore.com.

