

**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): November 6, 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 1.01 Entry into a Material Definitive Agreement

On November 6, 2022, comScore, Inc. (the "Company") entered into an amendment ("Amendment") to its Data License Agreement, dated March 10, 2021, with Charter Communications Operating, LLC ("Charter"). Under the Amendment, Charter will extend its endorsement of the Company as its preferred local measurement provider to seven years (from five) at no additional cost, with an opportunity to extend to the full 10-year contract term under certain conditions. In addition, the Company will receive license fee credits totaling \$7.0 million under the Amendment, to be applied toward 2022 and 2023 fee payments as set forth in the Amendment. The Amendment also provides for additional data parameters and specifications to assist the Company in product development and delivery speed, as well as rights to incremental Charter data sets that become available during the contract term.

The foregoing summary of the Amendment does not purport to be complete and is subject to, and is qualified in its entirety by, the full text of the Amendment, which is filed as [Exhibit 10.1](#) to this Current Report on Form 8-K and is incorporated herein by reference.

As previously disclosed, Charter is an affiliate of Charter Communications Holding Company, LLC, which holds 33.3% of the outstanding shares of Series B Convertible Preferred Stock of the Company.

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

<u>Exhibit No.</u>	<u>Description</u>
10.1 [^]	Second Amendment to Data License Agreement, dated as of November 6, 2022, by and between comScore, Inc. and Charter Communications Operating, LLC
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

[^] Specific terms in this exhibit (indicated therein by asterisks) have been omitted because such terms are both not material and of the type that the Company treats as private and confidential.

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: November 7, 2022

SPECIFIC TERMS IN THIS EXHIBIT HAVE BEEN REDACTED BECAUSE SUCH TERMS ARE BOTH NOT MATERIAL AND OF THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE AND CONFIDENTIAL. THESE REDACTED TERMS HAVE BEEN MARKED IN THIS EXHIBIT WITH THREE ASTERISKS [***].

SECOND AMENDMENT TO DATA LICENSE AGREEMENT

This Second Amendment to Data License Agreement (this “**Amendment**”) is entered into as of the date of last signature below (the “**Amendment Effective Date**”) by and between Charter Communications Operating, LLC, a Delaware limited liability company, on behalf of itself and its Affiliates (“**Charter**”), and comScore, Inc., a Delaware corporation, on behalf of itself and its Affiliates (“**Comscore**”).

WHEREAS, Charter and Comscore entered into that certain Data License Agreement dated as of March 10, 2021 (as amended, the “**Agreement**”); and

WHEREAS, Charter and Comscore desire to amend the Agreement in accordance with the terms and conditions contained herein.

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

1. **Capitalized Terms.** Capitalized terms used in this Amendment and not defined herein shall have the meanings ascribed to them in the Agreement.
2. **Data Parameters and Specifications.** Section 2.02 of the Agreement is hereby deleted in its entirety and replaced with the following:

Section 2.02 Data Parameters and Specifications. Charter shall ensure that all Licensed Charter Data provided hereunder is (a) minimally provided daily in accordance with the Data Parameters set forth on Exhibit A and (b) complete, accurate, free of data anomalies and corruption and compliant with any applicable Charter privacy policies, including any applicable opt-out provisions.
3. **Preferred Local Measurement Provider.** Section 4.03 of the Agreement is hereby deleted in its entirety and replaced with the following:

Section 4.03 Preferred Local Measurement Provider. Charter represents and warrants that it has not, and covenants that it will not, license any of the Licensed Charter Data for Local Measurement purposes to any other party for the seven (7)-year period from July 1, 2021 through June 30, 2028 (other than with respect to [***])
4. **Data Parameters, Format and Method of Transmission.**

[***]
5. **License Fee.** Sections (a) – (c) of Exhibit G of the Agreement are hereby deleted in their entirety.
6. **Data Deficiency Credits.**

[***]
7. **Additional Credits.** Charter shall credit Comscore the following amounts towards the applicable License Fee payments set forth in Exhibit G of the Agreement:
 - Year 1 (2022): \$4,000,000 (to be applied in a lump sum towards 2022 payment)
 - Year 2 (2023): \$3,000,000 (to be applied in equal semiannual installments towards June and December 2023 payments).
8. **Marketing.** [***]
9. **Viewership Data.** [***]
10. **Third-Party Processors.** [***]

11. **Accreditation**. Charter shall use commercially reasonable efforts in good faith to (a) complete promptly Comscore's reasonable requests for information for security and data questionnaires relating to Comscore's access to Charter's information technology ("IT") systems, (b) promptly provide reasonable information and respond timely to reasonable requests related to information requested/needed to complete Comscore's Media Rating Council Accreditation obligations, and (c) provide all reasonably necessary information for Comscore to complete such Accreditation obligations.
12. **Accountability**. On a quarterly basis, the Parties shall conduct an operational review meeting to discuss, among other topics, Charter's compliance with the terms of the Agreement and this Amendment, including a discussion about Charter's compliance with all of its obligations under Sections 4, 2.02 and 2.03 of the Agreement.
13. **Joint Venture Streaming Platform**. [***]
14. **Integration; Conflicts**. This Amendment and the Agreement sets forth the entire understanding of the parties as to the subject matter hereof and thereof. Except as modified by this Amendment, all terms and conditions of the Agreement will remain unchanged and in full force and effect. In the event of a conflict between any term or condition set forth in this Amendment and the Agreement, the terms and conditions of this Amendment shall govern and prevail.
15. **Counterparts**. This Amendment may be signed in counterparts, each of which will be deemed an original and both of which together will constitute one and the same document. A facsimile or electronically scanned signature shall have the same force and affect as an original signature.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized officers as of the Amendment Effective Date.

Charter Communications Operating, LLC

By: Charter Communications, Inc., its manager

By: /s/ David Kline
David Kline
EVP & President - Spectrum Reach

Date: Nov. 5, 2022

comScore, Inc.

By: /s/ Mary Margaret Curry
Mary Margaret Curry
Chief Financial Officer

Date: Nov. 6, 2022

Omitted Schedule

Schedule 1 of Exhibit A – Comscore Tagless Solution – Charter Implementation Guide