

**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): June 16, 2017 (June 13, 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:

- 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))

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.

On June 16, 2017, comScore, Inc. (the “Company”) announced a reorganization of its technology and product teams into a unified group reporting to the Company’s Chief Operating Officer Cameron Meierhoefer. In connection with the reorganization, the Company’s Chief Technology Officer, Michael Brown, will transition from his executive officer role effective July 7, 2017 (the “Separation Date”) but will continue to assist the Company as a consultant for three months to facilitate the reorganization.

The Company and Mr. Brown have entered into a Separation and General Release Agreement (the “Separation Agreement”) pursuant to which the Company will pay Mr. Brown: (i) severance equal to his current base salary of \$330,480 for a period of 12 months following the Separation Date; (ii) all accrued but unpaid salary and vacation earned through the Separation Date; and (iii) if Mr. Brown elects continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), and for so long as Mr. Brown has not elected replacement coverage, the COBRA premiums for such coverage (at the coverage levels in effect immediately prior to the Separation Date) for the 12-month period of his severance payments. These amounts are consistent with Mr. Brown’s existing Change of Control and Severance Agreement and are contingent upon Mr. Brown’s execution and non-revocation of a general release of claims and compliance with certain confidentiality, non-competition and non-solicitation obligations.

The Company and Mr. Brown also entered into a Consulting Agreement pursuant to which Mr. Brown has agreed to assist the Company during a transition period from July 10, 2017 until October 13, 2017 (such period, the “Transition Period”). The Consulting Agreement provides, among other things, that Mr. Brown will be entitled to receive a consulting fee of \$50,000 per month during the Transition Period. In the event of early termination of the Consulting Agreement, Mr. Brown will only be entitled to compensation through his 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 herewith as Exhibit 10.1 and Exhibit 10.2, respectively, and are 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 June 15, 2017, by and between comScore, Inc. and Michael Brown.
10.2	Consulting Agreement, dated as of June 15, 2017, by and between comScore, Inc. and Michael Brown.

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 I. Chmerow

David I. Chmerow
Chief Financial Officer

Date: June 16, 2017

EXHIBIT INDEX

Exhibit No.	Description
10.1	Separation and General Release Agreement, dated as of June 15, 2017, by and between comScore, Inc. and Michael Brown.
10.2	Consulting Agreement, dated as of June 15, 2017, by and between comScore, Inc. and Michael Brown.

SEPARATION AND GENERAL RELEASE AGREEMENT

This Separation and General Release Agreement (“Agreement”) is made as of the 15th day of June, 2017, (the “Signature Date”) between comScore, Inc. (“Company”), a Delaware corporation, and Michael Brown (“Executive”).

WHEREAS, Company employed Executive as Executive Vice President, Chief Technology Officer.

WHEREAS, Executive and Company have come to the mutual decision that it is in their respective best interest that Executive’s employment with Company be terminated, and Executive and Company desire to set forth the terms of Executive’s separation from 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 and Company mutually agree to a separation of employment from his position as Executive Vice President, Chief Technology Officer effective July 7, 2017 (the “Separation Date”). Effective the Separation Date, Executive is also deemed to have resigned from all other elected, appointed or otherwise held positions within the Company or from any organization in which he 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 does not revoke and complies with (and continues to comply with) all terms of this Agreement, including but not limited to his obligations under Paragraphs 6, 7 and 17 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 his annual base salary of \$330,480.00, 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 his 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 he 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. Executive agrees to notify the Company when he has elected replacement coverage. If during the Severance Period this Section 2(e) becomes contrary to any applicable law, rule or regulation, as determined by Company in its sole discretion, Company will cease paying any COBRA premiums on the Executive's behalf and will instead add the amount of the remaining premiums in the Severance Period (grossed up) to Executive's Severance Payments under Section 2(a). Executive agrees that he will notify the Company in the event he believes this becomes necessary.
- 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 he 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 Signature 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 his 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 him 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 his continuing obligations under Paragraphs 6, 7 and 17, 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 June 15, 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 for awards under the Company's 2007 Equity Incentive Plan in which Executive is vested but have not been delivered to Executive as of the Signature Date.

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 his Severance Payments if he believes (i) the Company was not required to claw back his 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 him 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 his possession to the Company no later than the Separation Date, provided, however that Company may provide Executive with Company Property solely for his 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 his counsel may retain copies of documents relating to this Agreement, his employment relationship with the Company, and his 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 his attorneys, certifying their destruction when they are no longer legally required to be maintained), and provided further that Executive and his 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 his continuing obligations under the At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement, executed by Executive on April 5, 2017 (the "Confidentiality Agreement"), a copy of which is attached hereto as *Exhibit A*, including but not limited to, Executive's obligations related to confidentiality, noncompetition, and noninterference with personnel relations. For purposes of Paragraph 7(d) of *Exhibit A* only, the parties agree that the term "person, firm, corporation or other entity that competes with the business of the Company" includes but is not limited to the following entities: Nielsen, Moat, IAS, DoubleVerify, Kantar, SimilarWeb, GfK, Mediametrie, Embee, RealityMine, and Conversant, as well as business lines within Oracle or Adobe that compete directly or indirectly with the Company; provided, however, that the inclusion of any company in this list shall not be deemed to mean that any other company in the same industry as such company necessarily competes (or does not compete) directly or indirectly with the Company for purposes of Paragraph 7(d) of *Exhibit A*. 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 disparage 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 him or defending himself 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 he worked. Executive agrees to make himself promptly available to comScore or its representatives at a mutually agreeable time for interviews and meetings regarding any matter relating to his employment or matters on which he worked while employed at comScore as may be reasonably requested. The Company shall reimburse Executive for the reasonable expenses he 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 Age Discrimination in Employment Act, as amended (the "ADEA"); 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 EXPRESSLY WAIVING ALL RIGHTS
FOR ALL KNOWN AND UNKNOWN CLAIMS.**

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 understands that this Agreement: (i) does not preclude him from challenging the validity of this Agreement, including the waiver and release provisions, under the ADEA; and (ii) does not waive any rights or claims which first arise after the Signature Date.

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 he 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 his signature that the terms of this Agreement are fully understood and voluntarily accepted by him. This Agreement has been individually negotiated by Executive and is not part of a group exit incentive or other group employment termination program.

11. Acknowledgment Regarding the Age Discrimination in Employment Act and, specifically, 29 U.S.C. § 626(f). Executive understands that as part of this Agreement, he voluntarily and knowingly waives rights or claims under the ADEA, and acknowledges that the knowing and voluntary waiver of his claims is in accordance with the ADEA, and, specifically, 29 U.S.C. § 626(f).

12. Acceptance and Revocation. This Agreement was presented to Executive for review and consideration on June 15, 2017 ("Review Date"). Executive understands that he has had at least twenty-one (21) days from the Review Date within which to decide whether to sign this Agreement and return it to Company. Executive agrees and understands that any changes to this Agreement that may be negotiated between Executive and Company, whether material or immaterial, will not

restart the time Executive has to consider and sign the Agreement. Executive understands that he may sign and return the Agreement at any time before the expiration of the twenty-one (21) day period. Executive further understands that he has seven (7) days after signing this Agreement to revoke it in writing submitted to Carol DiBattiste, General Counsel and Chief Privacy, People, and Compliance Officer, at cdibattiste@comscore.com. ("Revocation Period"). This Agreement shall not become effective until (1) Executive has signed the Agreement, and (2) the Revocation Period has expired without Company having received written notice of a revocation ("Effective Date").

13. 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.

14. 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.

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

16. 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: Michael Brown
 Address on File

17. Continuing Obligations. 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.

18. Section 409A. It is intended that all amounts or benefits provided under this Agreement comply with or be exempt from 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.

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.


19. 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.

June 15, 2017

COMPANY:

COMSCORE, INC.



Carol DiBattiste
General Counsel & Chief Compliance,
Privacy, and People Officer

EXECUTIVE:


Michael Brown

CONSULTING AGREEMENT

AGREEMENT by and between comScore, Inc. (the "Company") and Michael Brown, (the "Consultant"), dated as of the 15th day of June, 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 July 10, 2017, and ending on October 13, 2017, unless terminated earlier pursuant to any of the termination provisions contained in Section 7.

3. **Consulting Duties.** (a) Consultant agrees that, based on his period of employment with the Company, he has had access to technology services, strategy and decisions provided to the Company and involving Consultant during his period of employment. Consultant will continue to provide information and advice related to the Company's technology position during the Consulting Period (the "Services") as may from time to time be requested by the Chief Executive Officer, Chief Operating Officer, or their designees, including but not limited to the Company's management team, its lawyers or other representatives.

(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.

(c) During the Consulting Period, Consultant will not work for or provide consulting or advisory services to any individual or business.

4. **Status of Consultant.** The parties understand and acknowledge that Consultant is acting as an independent contractor providing services in his 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 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 \$50,000, which fee shall be due and payable by the fifth of the month in which the Services are to be provided. 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.

6. **No Employee Benefits.** Consultant hereby acknowledges that his relationship with the Company pursuant to this Agreement entitles him only to the payment for Services as specified in Section 5 and in no way entitles him 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 June 13, 2017 between Consultant and the Company, including all exhibits attached thereto (the "Release"); or

(d) By either party in the event that Consultant commences employment (either for himself or as a partner, officer, director, employee, agent, independent contractor, co-venturer, or consultant of/with any person, partnership, corporation, or other enterprise) which employment 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 he 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 February 3, 2015 shall apply to the Services provided under this Agreement as if he 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:

Michael Brown
Address on File

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 he 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 him with respect to any tax consequences of these payments, and that he 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.



General Counsel and Chief Compliance, Privacy, and People Officer

Michael Brown