

**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 5, 2018 (May 30, 2018)

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 1.01 Entry into a Material Definitive Agreement.

On May 30, 2018, comScore, Inc. (the “Company”) entered into an amendment (the “Extension”) to the Deed of Lease (the “Lease”) with South of Market LLC, with respect to the premises at 11950 Democracy Drive, Reston, Virginia. The current term under the Lease is scheduled to expire on July 31, 2022. Pursuant to the terms of the Extension, the new lease term will begin on August 1, 2022 and will expire on July 31, 2027. During the term under the Lease as extended, the Company will continue to occupy approximately 83,500 rentable square feet of the premises, with a base rent over the five-year term of approximately \$25 million.

The foregoing description of the Extension does not purport to be complete and is qualified in its entirety by reference to the full text of such agreement, a copy of which is filed as Exhibit 10.1 hereto and is incorporated by reference herein.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth above in Item 1.01 of this Current Report on Form 8-K regarding the Extension to the Lease is incorporated into this Item 2.03 by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.*2018 Equity and Incentive Compensation Plan*

The Board of Directors (the “Board”) of the Company previously approved, subject to stockholder approval, the comScore, Inc. 2018 Equity and Incentive Compensation Plan (the “Plan”). The Company’s stockholders approved the Plan at the Company’s 2018 Annual Meeting of Stockholders (the “Annual Meeting”) held on May 30, 2018. A detailed summary of the material terms of the Plan appears under the caption “Proposal No. 4 – Approval of the comScore, Inc. 2018 Equity and Incentive Compensation Plan” in the Company’s proxy statement for the Annual Meeting filed with the Securities and Exchange Commission on April 20, 2018, which description is incorporated by reference herein.

The foregoing description of the Plan is qualified in its entirety by reference to the full text of the Plan document, a copy of which is filed as Exhibit 10.2 hereto and is incorporated by reference herein.

Grants under the Plan will be made pursuant to award notices, forms of which are filed as Exhibits 10.3, 10.4, 10.5, 10.6, 10.7 and 10.8 hereto and are incorporated by reference herein.

Revised Form of Change of Control and Severance Agreement

Additionally, on May 30, 2018, the Compensation Committee of the Board (the “Compensation Committee”), adopted a revised form of Change of Control and Severance Agreement for executive officers (the “Change of Control Agreement”). The Change of Control Agreement was revised to prohibit a finding of termination for “good reason” where (i) an executive officer’s conduct subjects his or her compensation to clawback provisions under any Company policy, Company agreement or applicable federal law or regulations or (ii) a failure to pay an executive officer any compensation due under the Change of Control Agreement or a material diminution in such officer’s base or target incentive compensation is caused by the intentional or reckless conduct of the executive himself or herself.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.*Amendment to Amended and Restated Certificate of Incorporation*

On May 30, 2018, the Company filed a Certificate of Amendment to its Amended and Restated Certificate of Incorporation to increase the number of authorized shares of the Company’s common stock, par value \$0.001 per share

("Common Stock"), from 100,000,000 shares to 150,000,000 shares. The amendment was approved by stockholders at the Annual Meeting and became effective on the date of filing of the Certificate of Amendment.

A copy of the Certificate of Amendment is filed as Exhibit 3.1 hereto and is incorporated by reference herein.

Amendment to Amended and Restated Bylaws

On May 30, 2018, the Board, in conjunction with the corporate governance review discussed below, adopted amendments to the Company's Amended and Restated Bylaws (as amended, the "Bylaws"). The amendments were effective upon their adoption. The amendments, among other things, generally update the Bylaws to eliminate certain obsolete provisions following the Company's initial public offering and to reflect changes in law and practice, including the use of electronic transmission for notice, the ability of Delaware corporations to set two record dates for recessed and adjourned meetings (for notice of the meeting and for the right to vote), streamlining notice provisions for Board meetings in line with Delaware law, providing the Board with flexibility to reschedule stockholder meetings, adjustments to quorum requirements to ensure actions are taken by an appropriate number of directors, the elimination of the definition of "cause" with respect to the removal of directors to ensure alignment under evolving Delaware case law, the elimination of the provision that the chair of the Board would serve as the chief executive officer of the Company in the absence of a chief executive officer or president, and the insertion of an exclusive forum provision for Delaware. The Bylaws were also streamlined to eliminate provisions that were a recitation of Delaware law provisions and are often not included in more recent bylaws.

Furthermore, the Bylaws were amended to revise, and to consolidate into a single provision, the notice and information requirements for stockholders to nominate a candidate for election as a director or to propose other business at a stockholder meeting, and require, among other things, (i) additional limited disclosure of any material interest of such proposing stockholder in a director nominee or the proposed business; (ii) a description of all agreements, arrangements and understandings between a proposing stockholder and any other person in connection with the proposal; (iii) information regarding the proposing stockholder, including stock holdings in the Company; and (iv) information regarding the proposed director candidate for election. In addition, the provisions regarding indemnification were broadened and modernized throughout.

The foregoing description of the amendments does not purport to be complete and is qualified in its entirety by reference to the full text of the Bylaws, a copy of which is filed as Exhibit 3.2 hereto and is incorporated by reference herein. A copy of the Bylaws is also filed as Exhibit 3.3 and marked to show changes from the bylaws as previously in effect.

Item 5.05 Amendments to the Registrant's Code of Ethics, or Waiver of a Provision of the Code of Ethics.

On May 30, 2018, the Board, in conjunction with the corporate governance review discussed below, adopted amendments to the Company's Code of Business Conduct and Ethics (the "Code"). The Code applies to all of the Company's directors, officers and employees. The amendments, among other things, (i) clarify the circumstances under which directors, officers and employees may accept gifts, as well as the types of gifts that may be accepted, (ii) update policies relating to the protection and privacy of employee records, (iii) strengthen and update provisions relating to compliance with certain laws, including the Foreign Corrupt Practices Act, (iv) add provisions relating to procurement policies and the recruitment and employment of current and former U.S. government employees, and (v) require that all employees cooperate with any Audit Committee investigation.

The Code is available under "Corporate Governance" on the Investor Relations section of the Company's website at www.comscore.com.

Item 5.07 Submission of Matters to a Vote of Security Holders.

The Annual Meeting was held on May 30, 2018. The results of voting on the proposals submitted to a vote of the Company's stockholders at the Annual Meeting are set forth below.

Proposal No. 1

Two Class III directors, Dale Fuller and Robert Norman, were elected to serve for terms expiring at the 2019 annual meeting of stockholders; three Class I directors, Jacques Kerrest, Michelle McKenna and Paul Reilly, were elected to serve for terms expiring at the 2020 annual meeting of stockholders; and three Class II directors, William Livek, Brent Rosenthal and Bryan Wiener, were elected to serve for terms expiring at the 2021 annual meeting of stockholders, in each case, to hold office until their respective successors have been duly elected and qualified. The election results were as follows:

Nominee	Class	For	Withheld	Broker Non-Votes
Dale Fuller	Class III	46,574,749	121,874	4,053,655
Robert Norman	Class III	46,454,802	241,821	4,053,655
Jacques Kerrest	Class I	46,471,536	225,087	4,053,655
Michelle McKenna	Class I	46,559,695	136,928	4,053,655
Paul Reilly	Class I	46,448,657	247,966	4,053,655
William Livek	Class II	46,436,495	260,128	4,053,655
Brent Rosenthal	Class II	46,277,127	419,496	4,053,655
Bryan Wiener	Class II	46,500,125	196,498	4,053,655

Proposal No. 2

The compensation of the Company's named executive officers was approved, on a non-binding advisory basis, as follows:

For	Against	Abstain	Broker Non-Votes
46,340,318	287,431	68,873	4,053,655

Proposal No. 3

The stockholders recommended, on a non-binding advisory basis, that future advisory votes on executive compensation occur every year as follows:

1 Year	2 Years	3 Years	Abstain	Broker Non-Votes
46,057,586	35,428	87,611	515,998	4,053,655

In light of the results of the advisory vote on Proposal No. 3, the Board determined that the Company will hold a stockholder vote on executive compensation every year until the next required advisory vote on the frequency of stockholder votes on executive compensation.

Proposal No. 4

The comScore, Inc. 2018 Equity and Incentive Compensation Plan was approved as follows:

For	Against	Abstain	Broker Non-Votes
42,810,232	3,878,860	7,531	4,053,655

Proposal No. 5

An amendment to the Company's Amended and Restated Certificate of Incorporation to increase the number of authorized shares Common Stock from 100,000,000 shares to 150,000,000 shares was approved as follows:

For	Against	Abstain	Broker Non-Votes
49,962,925	513,610	170,377	103,366

Proposal No. 6

The appointment of Deloitte & Touche LLP as the Company's independent registered public accounting firm for the fiscal year ending December 31, 2018 was ratified as follows:

For	Against	Abstain	Broker Non-Votes
50,666,326	64,119	19,833	—

Item 8.01 Other Events.

Corporate Governance Review

On May 30, 2018, following a corporate governance review and consistent with the Board's focus on sound corporate governance principles, as well as in accordance with the terms of the Company's previously disclosed stipulation of settlement relating to the actions styled (i) *In re comScore, Inc. Shareholder Derivative Litigation*, No. 1:16-cv-09855-JGK (S.D.N.Y.), (ii) *In re comScore, Inc. Virginia Shareholder Derivative Litigation*, No. CL-2016-0009465 (Va. Cir. Ct. Fairfax Cnty.) and (iii) *Assad v. Fulgoni, et al.*, No. CL-2017-0005503 (Va. Cir. Ct., Fairfax Cnty.), the Board adopted certain governance policies and enhancements as described below.

The Board adopted a director resignation policy for directors in an uncontested election, which policy provides that any nominee for director who receives a majority of "withhold" votes in an uncontested election of directors is expected to tender to the Board his or her resignation promptly following the certification of the election results. In such event, the Nominating and Governance Committee of the Board (the "Governance Committee") will promptly consider the tendered resignation and will recommend to the Board whether to accept or reject the resignation. The Board will act on the Governance Committee's recommendation no later than 90 days following the certification of the stockholder vote. The Company will promptly disclose the Board's decision (and, if the Board rejects the resignation, the Board's reasons for doing so).

The Board also adopted, upon the consideration and recommendation of the Compensation Committee, a clawback policy, which provides that (i) if an accounting restatement occurs, the Board shall seek to recover (a) any excess incentive-based compensation from an executive officer determined to have committed misconduct resulting in the restatement and (b) any compensation recoverable from the Chief Executive Officer ("CEO") or Chief Financial Officer ("CFO") under Section 304 of the Sarbanes-Oxley Act of 2002; (ii) the Board shall seek to recover any incentive-based compensation or other compensation from an executive officer if the compensation was determined to be based on financial results or operating metrics that were satisfied as a result of such executive officer's knowing or intentional fraudulent or illegal conduct; and (iii) the Board shall seek to recover from an executive officer any incentive-based compensation it determined was awarded due to an error in the amount of such compensation calculated.

The Board also adopted an anti-hedging and pledging policy, which prohibits directors, executive officers and their family members from hedging and pledging Common Stock as collateral for a loan or purchasing Common Stock on margin.

The Board also adopted revisions to the Company's Corporate Governance Guidelines to, among other things, (i) prohibit overboarding, such that the Company's executive officers on the Board are prohibited from serving on more than two public company boards, including the Board, and the Company's other Board members are prohibited from serving on more than four public company boards, including the Board; (ii) require independent Board leadership in the event the Chair is not independent; and (iii) include a provision that Board members are expected to attend each annual meeting of stockholders of the Company except in extraordinary circumstances. In addition, the Board also approved revisions to the charters of the Audit Committee, the Governance Committee and the Compensation Committee.

Additionally, the Compensation Committee, with the advice of its compensation consultant, undertook a review of the Company's stock ownership guidelines and recommended amending such guidelines to further align the interests of the Company's directors and executive officers with those of the Company's stockholders. Under the amended guidelines as adopted by the Board, each director is expected to own shares of Common Stock with a value at least equal to five times the director's annual cash retainer for the Board. The guidelines were also extended to executive officers, with the CEO expected to own shares of Common Stock with a value at least equal to five times the CEO's annual base salary and the CFO, Chief Operating Officer and other named executives expected to own shares of Common Stock with a value at least equal to three times their respective annual base salaries. A director or executive officer has five years from the date of becoming subject to the guidelines to achieve compliance and must hold 100% of the net shares acquired upon vesting or exercise of any equity award until he or she has satisfied the ownership guidelines. The Company previously had stock ownership guidelines only for non-employee directors at a level of two times their annual cash retainer.

Press Release

On May 30, 2018, the Company issued a press release announcing the approval of its application to relist its Common Stock on The Nasdaq Global Select Market of The Nasdaq Stock Market LLC. A copy of the press release is filed as Exhibit 99.1 hereto and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
3.1	<u>Certificate of Amendment of Amended and Restated Certificate of Incorporation of comScore, Inc. (incorporated by reference to Exhibit 4.2 to the Company's Registration Statement on Form S-8, filed June 1, 2018) (File No. 333-225400)</u>
3.2	<u>Amended and Restated Bylaws of comScore, Inc. (incorporated by reference to Exhibit 4.3 to the Company's Registration Statement on Form S-8, filed June 1, 2018) (File No. 333-225400)</u>
3.3	<u>Amended and Restated Bylaws of comScore, Inc., marked to show amendments effective May 30, 2018</u>
10.1	<u>Amendment No. 6 to Deed of Lease, dated as of May 30, 2018, by and between South of Market LLC and comScore, Inc.</u>
10.2	<u>comScore, Inc. 2018 Equity and Incentive Compensation Plan (incorporated by reference to Exhibit 10.1 to the Company's Registration Statement on Form S-8, filed June 1, 2018) (File No. 333-225400)</u>
10.3	<u>Form of Restricted Stock Units Award Notice for Employees</u>
10.4	<u>Form of Restricted Stock Units and Common Stock Award Notice for Employees</u>
10.5	<u>Form of Restricted Stock Units Award Notice for Directors</u>
10.6	<u>Form of Common Stock Award Notice for Employees</u>
10.7	<u>Form of Common Stock Award Notice for Directors</u>
10.8	<u>Form of Common Stock Award for Consultants</u>
99.1	<u>Press release dated May 30, 2018</u>

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/ Carol A. DiBattiste

Carol A. DiBattiste

General Counsel & Chief Compliance, Privacy and
People Officer

Date: June 5, 2018

**AMENDED AND RESTATED
BYLAWS
OF
COMSCORE, INC.**

TABLE OF CONTENTS

	Page
ARTICLE	
I	
CORPORATE OFFICES	1
1.1	1
1.2	1
ARTICLE	
II	
MEETINGS OF STOCKHOLDERS	1
2.1	1
2.2	1
2.3	1
2.4	2
2.5	2 32
2.6	3
2.7	3
2.8	3 43
2.9	4
2.10	4
2.11	4 54
2.12	5
2.13	5 65
2.14	6
2.15	6 810
2.16	8 8
ARTICLE	
III	
DIRECTORS	911
3.1	9 11
3.2	9 11
3.3	10 11
3.4	10 12
3.5	10 12
3.6	11 12
3.7	11 11
3.8 3.7	11 12
3.9 3.8	11 13
3.10 3.9	12 13
3.11 3.10	12 13

TABLE OF CONTENTS
(continued)

	Page
3-12 <u>3.11</u> BOARD ACTION BY WRITTEN CONSENT WITHOUT A MEETING	12 <u>13</u>
3-13 <u>3.12</u> FEES AND COMPENSATION OF DIRECTORS	12 <u>14</u>
3-14 <u>3.13</u> REMOVAL OF DIRECTORS	12 <u>14</u>
ARTICLE	
IV COMMITTEES	13 <u>14</u>
4.1 COMMITTEES OF DIRECTORS	13 <u>14</u>
4.2 COMMITTEE MINUTES	13 <u>15</u>
4.3 MEETINGS AND ACTION OF COMMITTEES	13 <u>15</u>
ARTICLE	
V OFFICERS	14 <u>15</u>
5.1 OFFICERS	14 <u>15</u>
5.2 ELECTION OF OFFICERS	14 <u>15</u>
5.3 SUBORDINATE OFFICERS	14 <u>16</u>
5.4 REMOVAL AND RESIGNATION OF OFFICERS	14 <u>16</u>
5.5 VACANCIES IN OFFICES	15 <u>16</u>
5.6 CHAIRMAN <u>CHAIR</u> OF THE BOARD	15 <u>16</u>
5.7 CHIEF EXECUTIVE OFFICER	15 <u>16</u>
5.8 PRESIDENT	15 <u>16</u>
5.9 VICE PRESIDENT	15 <u>17</u>
5.10 SECRETARY	15 <u>17</u>
5.11 CHIEF FINANCIAL OFFICER	16 <u>17</u>
5.12 ASSISTANT SECRETARY	16 <u>18</u>
5.13 ASSISTANT TREASURER	16 <u>18</u>
5.14 AUTHORITY AND DUTIES OF OFFICERS	17 <u>18</u>
ARTICLE	
VI INDEMNITY	17 <u>18</u>
6.1 RIGHT TO INDEMNIFICATION IN ACTIONS, SUITS OR PROCEEDINGS OTHER THAN THOSE BY OR IN THE RIGHTS <u>RIGHT</u> OF THE CORPORATION	17 <u>18</u>
6.2 RIGHT TO INDEMNIFICATION IN ACTIONS, SUITS OR PROCEEDINGS BY OR IN THE RIGHT OF THE CORPORATION	18 <u>19</u>
6.3 AUTHORIZATION OF INDEMNIFICATION	18 <u>19</u>
6.4 GOOD FAITH DEFINED	18 <u>20</u>
6.5 INDEMNIFICATION BY A COURT	19 <u>20</u>
6.6 EXPENSES PAYABLE IN ADVANCE	19 <u>20</u>
6.7 NONEXCLUSIVITY OF INDEMNIFICATION AND ADVANCEMENT OF EXPENSES	19 <u>20</u>
6.8 INSURANCE	19 <u>21</u>

TABLE OF CONTENTS
(continued)

	Page
6.9 CERTAIN DEFINITIONS	20 <u>21</u>
6.10 SURVIVAL OF INDEMNIFICATION AND ADVANCEMENT OF EXPENSES	20 <u>22</u>
6.11 LIMITATION ON INDEMNIFICATION	20 <u>22</u>
6.12 INDEMNIFICATION OF EMPLOYEES AND AGENTS	20 <u>22</u>
ARTICLE	
VII RECORDS AND REPORTS	21 <u>22</u>
7.1 MAINTENANCE AND INSPECTION OF RECORDS	21 <u>22</u>
7.2 INSPECTION BY DIRECTORS	21 <u>23</u>
7.3 REPRESENTATION OF SHARES OF OTHER CORPORATIONS	21 <u>23</u>
ARTICLE	
VIII GENERAL MATTERS	22 <u>23</u>
8.1 CHECKS	22 <u>23</u>
8.2 EXECUTION OF CORPORATE CONTRACTS AND INSTRUMENTS	22 <u>23</u>
8.3 STOCK CERTIFICATES; PARTLY PAID SHARES	22 <u>24</u>
8.4 SPECIAL DESIGNATION ON CERTIFICATES	23 <u>24</u>
8.5 LOST CERTIFICATES	23 <u>24</u>
8.6 CONSTRUCTION; DEFINITIONS	23 <u>24</u>
8.7 DIVIDENDS	23 <u>25</u>
8.8 FISCAL YEAR	24 <u>25</u>
8.9 SEAL	24 <u>25</u>
8.10 TRANSFER OF STOCK	24 <u>25</u>
8.11 REGISTERED STOCKHOLDERS	24 <u>25</u>
8.12 <u>EXCLUSIVE FORUM</u>	<u>25</u>
ARTICLE	
IX AMENDMENTS	24 <u>26</u>

BYLAWS
OF
COMSCORE, INC.

ARTICLE I

CORPORATE OFFICES

1.1 REGISTERED OFFICE

The address of the ~~Corporation's~~ registered office of comScore, Inc. (the "Corporation") in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of the registered agent at such address is The Corporation Trust Company.

1.2 OTHER OFFICES

The Board of Directors of the ~~corporation~~Corporation (the "Board") may at any time establish other offices at any place or places where the ~~corporation~~Corporation is qualified to do business.

ARTICLE II

MEETINGS OF STOCKHOLDERS

2.1 TIME AND PLACE OF MEETINGS

Meetings of stockholders shall be held at any place, within or outside the State of Delaware, designated by the Board. In the absence of any such designation, stockholders' meetings shall be held at the ~~corporation's~~Corporation's principal executive office. The Board may cancel or reschedule to an earlier or later date any previously scheduled meeting of stockholders.

2.2 ANNUAL MEETING

The annual meeting of stockholders shall be held each year on a date and at a time designated by the Board. At the annual meeting, directors shall be elected and any other proper business may be transacted.

2.3 SPECIAL MEETING

~~A special meeting of the stockholders may be called at any time by the Board, or by the Chairman of the Board, the Chief Executive Officer or the President, or by one or more stockholders holding shares in the aggregate entitled to cast votes not less than 10% of the votes at that meeting.~~

~~Effective upon the closing of a firm commitment underwritten public offering of Common Stock of the Corporation and subject to the rights of the holders of any series of Preferred Stock then outstanding, special~~Special meetings of the stockholders may be called at any time only by the Board acting pursuant to a resolution duly adopted by a majority of the Board, the ~~Chairman~~Chair of the Board, the Chief Executive Officer or the President, but such special meetings may not be called by any other person or persons.

Only such business shall be considered at a special meeting of stockholders as shall have been stated in the notice for such meeting. Stockholders shall not be permitted to propose business to be brought before a special meeting of stockholders. Nothing contained in this paragraph of this Section 2.3 shall be construed as limiting, fixing, or affecting the time when a meeting of stockholders called by action of the Board may be held.

2.4 NOTICE OF STOCKHOLDERS' MEETINGS; EXCEPTION TO REQUIREMENTS OF NOTICE

All notices of meetings with stockholders shall be in writing and shall be sent or otherwise given in accordance with Section 2.5 of these Bylaws not less than ten (10) nor more than sixty (60) calendar days before the date of the meeting to each stockholder entitled to vote at such meeting, except as otherwise provided by law. The notice shall specify the place, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting (as authorized by the Board in its sole discretion pursuant to Section 211(a)(2) of the General Corporation Law of Delaware (the "DGCL")), and, in the case of a special meeting, the purpose or purposes for which the meeting is called. ~~Any previously scheduled meeting of stockholders may be postponed, and, unless~~ Unless the Certificate of Incorporation of the ~~corporation~~ Corporation, as the same may be amended and/or restated from time to time (as so amended and restated, the "Certificate") provides otherwise, any ~~special~~ previously scheduled meeting of ~~the~~ stockholders may be postponed, rescheduled or cancelled by resolution duly adopted by a majority of the Board members then in office upon public notice given prior to the date previously scheduled for such meeting of stockholders.

~~Whenever notice is required to be given, under the General Corporation Law of Delaware, the Certificate or these Bylaws, to any person with whom communication is unlawful, the giving of such notice to such person shall not be required and there shall be no duty to apply to any governmental authority or agency for a license or permit to give such notice to such person. Any action or meeting which shall be taken or held without notice to any such person with whom communication is unlawful shall have the same force and effect as if such notice had been duly given. In the event that the action taken by the corporation is such as to require the filing of a certificate with the Secretary of State of Delaware, the certificate shall state, if such is the fact and if notice is required, that notice was given to all persons entitled to receive notice except such persons with whom communication is unlawful.~~

~~Whenever notice is required to be given, under any provision of the General Corporation Law of Delaware, the Certificate or these Bylaws, to any stockholder, and such stockholder has received (a) notice of two (2) consecutive annual meetings, or (b) at least two (2) payments (if sent by first-class mail) of dividends or interest on securities during a twelve (12) month period, having been mailed such notice addressed to such person at such person's address as shown on the records of the corporation and have been returned undeliverable, the giving of such notice to such person shall not be required. Any actions or meeting which shall be taken or held without notice to such person shall have the same force and effect as if such notice had been duly given. If any such person shall deliver to the corporation a written notice setting forth such person's then current address, the requirement that notice be given to such person shall be reinstated. In the event that the action taken by the corporation is such as to require the filing of a certificate with the Secretary of State of Delaware, the certificate need not state that notice was not given to persons to whom notice was not required to be given pursuant to Section 230(b) of the General Corporation Law of Delaware.~~

~~The exception in subsection (a) of the above paragraph to the requirement that notice be given shall not be applicable to any notice returned as undeliverable if the notice was given by electronic transmission.~~

2.5 MANNER OF GIVING NOTICE; AFFIDAVIT OF NOTICE

~~Written notice of any meeting of stockholders, if mailed, is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his, her or its address as it appears on the records of the corporation and otherwise is given when delivered. An affidavit of the Secretary or an Assistant Secretary, the transfer agent or other agent of the corporation that the notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein.~~

Except as otherwise provided by law, these Bylaws, or the Certificate, whenever by law or under the provisions of the Certificate or these Bylaws notice is required to be given to any stockholder, it will not be construed to require personal notice, but such notice may be given in writing, by mail or courier service or, to the extent permitted by the DGCL, by electronic transmission, addressed to such stockholder. Any notice sent to stockholders by mail or courier service shall be sent to the address of such stockholder as it appears on the records of the Corporation, with postage thereon prepaid, and such notice will be deemed to be given at the time when the same is deposited in the United States mail or with the courier service. Notices sent by electronic transmission shall be deemed effective as set forth in Section 232 of the DGCL. For purposes of this Section 2.5, “**electronic transmission**” means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process. An affidavit of the Secretary or an Assistant Secretary, the transfer agent or other agent of the Corporation that the notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

2.6 QUORUM

The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business, except as otherwise provided by statute or the Certificate. If, however, such quorum is not present or represented at any meeting of the stockholders, then a majority of the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented. At such adjourned meeting at which a quorum is present or represented, any business may be transacted that might have been transacted at the meeting as originally noticed. The stockholders present at a duly called meeting at which quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

2.7 RECESSED AND ADJOURNED MEETING; NOTICE

The Chair of the meeting shall have the power to recess or adjourn any meeting of stockholders at any time and for any reason, and the stockholders shall have the power to adjourn any meeting of stockholders in accordance with Section 2.6 of these Bylaws. When a meeting is adjourned to another time or place, unless these Bylaws otherwise require, notice need not be given of the adjourned meeting if the time and place thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting (as authorized by the Board in its sole discretion pursuant to Section 211(a)(2) of the ~~General Corporation Law of Delaware~~ DGCL),

are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the ~~corporation~~ Corporation may transact any business that might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date for voting or notice is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. ~~The Chairman of the meeting shall have the power to adjourn any meeting of stockholders for any reason, and the stockholders shall have the power to adjourn any meeting of stockholders in accordance with Section 2.6 of these Bylaws.~~

2.8 VOTING

The stockholders entitled to vote at any meeting of stockholders shall be determined in accordance with the provisions of Section 2.11 of these Bylaws, subject to the provisions of Sections 217 and 218 of the ~~General Corporation Law of Delaware~~ DGCL (relating to voting rights of fiduciaries, pledgors and joint owners of stock and to voting trusts and other voting agreements).

Except as otherwise provided in the provisions of Section 213 of the ~~General Corporation Law of Delaware~~ DGCL (relating to the fixing of a date for determination of stockholders of record), or as may be otherwise provided in the Certificate, each stockholder shall be entitled to one (1) vote for each share of capital stock held by such stockholder.

In all matters, other than the election of directors and except as otherwise required by law, the affirmative vote of the majority of shares present or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders. Directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

2.9 WAIVER OF NOTICE

Whenever notice is required to be given under any provision of the ~~General Corporation Law of Delaware~~ DGCL, the Certificate, or these Bylaws, a written waiver thereof, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in any written waiver of notice, or any waiver by electronic transmission, unless so required by the Certificate or these Bylaws.

2.10 NO STOCKHOLDER ACTION BY WRITTEN CONSENT

~~Unless otherwise provided in the Certificate, any action required by the DGCL to be taken at any annual or special meeting of stockholders of a corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.~~

~~Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Company as provided in Section 228 of the DGCL. In the event that the action which is consented to is such as would have required the filing of a certificate under any provision of the DGCL, if such action had been voted on by stockholders at a meeting thereof, the certificate filed under such provision shall state, in lieu of any statement required by such provision concerning any vote of stockholders, that written consent has been given in accordance with Section 228 of the DGCL.~~

~~Effective upon the closing of a firm commitment underwritten public offering of Common Stock of the Corporation, any~~ Any action required or permitted to be taken by the stockholders of the ~~corporation~~ Corporation must be effected at a duly called annual or special meeting of such holders and may not be effected by any consent in writing by such holders.

2.11 RECORD DATE FOR STOCKHOLDER NOTICE, [VOTING, DIVIDENDS, AND RIGHTS](#)

In order that the ~~corporation~~ Corporation may determine the stockholders entitled to notice of ~~or to~~ [any meeting of stockholders or any adjournment thereof, or entitled to](#) vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board may fix, in advance, a record date, which such date shall not precede the date upon which the resolution fixing the record date is adopted by the Board and which such date shall not be more than sixty (60) nor less than ten (10) calendar days before the date of such meeting, nor more than sixty (60) days prior to any other action.

If the Board does not so fix a record date:

(a) The record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

(b) The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however,* that the Board may fix a new record date for the [determination of stockholders entitled to vote at the recessed or adjourned meeting and, in such case, shall also fix, as the record date for stockholders entitled to notice of the recessed or adjourned meeting, the same or an earlier date as that fixed for determination of stockholders entitled to vote at the recessed or adjourned meeting.](#)

2.12 PROXIES

Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for him, her or it by a written proxy, signed by the stockholder and filed with the Secretary of

the ~~corporation~~Corporation, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. A stockholder may authorize another person or persons to act for him, her or it as proxy in the manner(s) provided under Section 212(c) of the General Corporate Law of Delaware or as otherwise provided under Delaware law. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of Section 212(e) of the ~~General Corporation Law of Delaware~~DGCL.

2.13 LIST OF STOCKHOLDERS ENTITLED TO VOTE; STOCK LEDGER

The officer who has charge of the stock ledger ~~of a corporation~~ shall prepare and make, at least ten (10) calendar days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting; provided, however, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the meeting date, the list shall reflect the stockholders entitled to vote as of the tenth (10th) day before the meeting date, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Nothing contained in this Section 2.13 shall require the ~~corporation~~Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least ten (10) calendar days prior to the meeting: (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (b) ~~for a period of at least ten (10) calendar days prior to the meeting~~ during ordinary business hours at the principal place of business of the ~~corporation~~Corporation.

In the event that the ~~corporation~~Corporation determines to make the list available on an electronic network, the ~~corporation~~Corporation may take reasonable steps to ensure that such information is available only to the stockholders of the ~~corporation~~Corporation. The list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

2.14 NOMINATIONS AND PROPOSALS BY STOCKHOLDERS AT ANNUAL MEETING

(a) Only such business shall be conducted at the annual meeting of the stockholders as shall have been properly brought before the meeting. To be properly brought before ~~an annual~~the meeting, business must be: (A) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board, (B) otherwise properly brought before the meeting by or at the direction of the Board, or (C) otherwise properly brought before the meeting by a stockholder (i) who is a stockholder of record on the date of the giving of notice provided for in this Section 2.14(a) and on the record date for the determination of stockholders entitled to vote at such annual meeting and (ii) who complies with the notice procedures set forth in this Section 2.14(a). (a “Proposing Person”). For business to be properly brought before an annual meeting by a ~~stockholder~~Proposing Person, the ~~stockholder~~Proposing Person must have given timely notice thereof in writing, containing all information required by this Section 2.14(a)(I)-(II), to the Secretary of the ~~corporation~~Corporation. To be timely, a ~~stockholder’s~~Proposing Person’s notice must be delivered to or mailed and received at the principal executive offices of the ~~corporation~~Corporation not less than ninety (90) but no more than one hundred twenty (120) calendar days in advance of the date that is the one year anniversary of the date on which the ~~corporation~~Corporation first mailed its proxy statement to stockholders in connection with the previous year’s annual meeting of stockholders; *provided, however*, that in the event that no annual meeting was held in the previous year or the date of the annual meeting has been changed by more than thirty (30) days from the date that is the one year anniversary of the prior year’s meeting, notice by the ~~stockholder~~Proposing Person to be timely must be so received not later than the close of

business on the tenth (10th) day following the day notice of the date of the meeting was mailed or such public disclosure was made, whichever occurs first. A ~~stockholder's~~Proposing Person's notice to the Secretary shall set forth as to each matter the ~~stockholder~~Proposing Person proposes to bring before the annual meeting:

I) Information Regarding the Proposal: (i) a ~~brief~~ description in reasonable detail of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, ~~(ii) the name and address, as they appear on the corporation's books, of the stockholder proposing such business,~~ (iii) ~~the class and number of shares of the corporation which are beneficially owned by the stockholder,~~ (iv) including why the Proposing Person believes that the taking of the action or actions proposed would be in the best interests of the Corporation and its stockholders; (ii) a description in reasonable detail of any material interest of ~~the stockholder~~any Proposing Person and any Associated Person (as defined below) in such business and ~~(v) any other information that is required to be provided by the stockholder pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), in such stockholder's capacity as a proponent to a stockholder proposal. Notwithstanding the foregoing, in order to include information with respect to a stockholder proposal in the proxy statement and form of proxy for a stockholder's meeting, stockholders must provide notice as required by the regulations promulgated under the Exchange Act.~~ a description in reasonable detail of all agreements, arrangements and understandings between the Proposing Person or any Associated Person and any other person or entity in connection with the proposal; and (iii) the text of the proposal or business (including the text of any resolutions proposed for consideration); and

II) Information Regarding the Proposing Person: (i) the name and address of such Proposing Person and any Associated Person, as they appear on the Corporation's books; (ii) the class, series and number of shares of the Corporation directly or indirectly beneficially owned or held of record by the Proposing Person or any Associated Person (including any shares of any class or series of the Corporation as to which such Proposing Person or any Associated Person has a right to acquire beneficial ownership, whether such right is exercisable immediately or only after the passage of time); (iii) a representation (1) that the Proposing Person is a holder of record of stock of the Corporation entitled to vote at the annual meeting and intends to appear at the annual meeting to bring such business before the annual meeting and (2) as to whether the Proposing Person intends to deliver a proxy statement and form of proxy to holders of at least the percentage of shares of the Corporation entitled to vote and required to approve the proposal; (iv) a description of (1) any option, warrant, convertible security, stock appreciation right or similar right or interest (including any derivative securities, as defined under Rule 16a-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")), whether or not presently exercisable, with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of securities of the Corporation or with a value derived in whole or in part from the value of any class or series of securities of the Corporation, whether or not such instrument or right is subject to settlement in whole or in part in the underlying class or series of securities of the Corporation or otherwise, directly or indirectly held of record, owned beneficially, or otherwise owned or held by such Proposing Person or any Associated Person and (2) each other direct or indirect right or interest that may enable such Proposing Person or any Associated Person to profit or share in any profit derived from, or to manage the risk or benefit from, any increase or decrease in the value of the Corporation's securities, in each case regardless of whether (x) such right or interest conveys any voting rights in such security to such Proposing Person or any Associated Person, (y) such right or interest is required to be, or is

capable of being settled through delivery of such security, or (z) such Proposing Person or any Associated Person may have entered into other transactions that hedge the economic effect of any such right or interest (any such right or interest referred to in this clause (iv) being a “Derivative Interest”); (v) any proxy, contract, arrangement, understanding or relationship pursuant to which the Proposing Person or any Associated Person has a right to vote any shares of the Corporation or which has the effect of increasing or decreasing the voting power of such Proposing Person or any Associated Person; (vi) any rights directly or indirectly held of record, beneficially, or otherwise by the Proposing Person or any Associated Person to dividends on the shares of the Corporation that are separated or separable from the underlying shares of the Corporation; (vii) any performance-related fees (other than an asset-based fee) to which the Proposing Person or any Associated Person may be entitled as a result of any increase or decrease in the value of shares of the Corporation or Derivative Interests; and (viii) any other information that is required to be provided by the stockholder pursuant to Regulation 14A under the Exchange Act, in such Proposing Person’s capacity as a proponent to a stockholder proposal.

Notwithstanding anything in these Bylaws to the contrary, no business shall be conducted at any annual meeting except in accordance with the procedures set forth in this paragraph (a). The ~~chairman~~Chair of the annual meeting shall, if the facts warrant, determine and declare at the meeting that business was not properly brought before the meeting and in accordance with the provisions of this paragraph (a), and, if he ~~or she~~ should so determine, ~~he~~ shall so declare at the meeting that any such business not properly brought before the meeting shall not be transacted.

Notwithstanding the foregoing, in order to include information with respect to a stockholder proposal in the proxy statement and form of proxy for a stockholder’s meeting, stockholders must provide notice as required by the regulations promulgated under the Exchange Act.

(b) Only persons who are nominated in accordance with the procedures set forth in this paragraph (b) shall be eligible for election as directors, except as otherwise provided in the Certificate ~~of Incorporation~~ with respect to the right of holders of preferred stock of the ~~corporation~~Corporation. Nominations of persons for election to the Board ~~of the corporation~~ may be made at a meeting of stockholders by or at the direction of the Board or by any stockholder of the ~~corporation~~Corporation entitled to vote in the election of directors at the meeting who complies with the notice procedures set forth in this paragraph (b) (each such stockholder, a “Nominating Person”). Such nominations, other than those made by or at the direction of the Board, shall be made pursuant to timely notice in writing to the Secretary of the ~~corporation~~Corporation in accordance with the timing provisions of paragraph (a) of this Section 2.14. Such ~~stockholder’s~~Nominating Person’s notice shall set forth ~~(i) as to each person, if any, whom the stockholder proposes to nominate for election or re-election as a director: (A) the name, age, business address and residence address of such person, (B) the principal occupation or employment of such person, (C) the class and number of shares of the corporation which are beneficially owned by such person, (D) a description of all arrangements or understandings between the stockholder and each nominee and any other person or persons (naming such person or persons) pursuant to which the nominations are to be made by the stockholder, and (E) any other information relating to such person that is required to be disclosed in solicitations of proxies for elections of directors, or is otherwise required, in each case pursuant to Regulation 14A under the Exchange Act (including without limitation such person’s written consent to being named in the proxy statement, if any, as a nominee and to serving as a director if elected); and (ii) as to such stockholder giving notice, the information required to be provided~~

~~pursuant to paragraph (a) of this Section 2.14. At the request of the Board, any person nominated by a stockholder for election as a director shall furnish to the Secretary of the corporation that information required to be set forth in the stockholder's notice of nomination, which pertains to the nominee: "Proposed Nominee":~~

~~(I) Information Regarding the Proposed Nominee: (i) the name, age, business address, residence address, and principal occupation or employment of the Proposed Nominee; (ii) the information required by Section 2.14(a)(II), if the Proposed Nominee were a "Proposing Person;" (iii) any information relating to the Proposed Nominee that is required to be disclosed in solicitations of proxies for elections of directors, or is otherwise required, in each case pursuant to Regulation 14A under the Exchange Act (including without limitation the Proposed Nominee's written consent to being named in the proxy statement, if any, as a nominee and to serving as a director if elected); (iv) all information that would be required to be disclosed pursuant to Items 403 and 404 under Regulation S-K if the Nominating Person were the "registrant" for purposes of such rule and the Proposed Nominee were a director or executive officer of such registrant; (v) a completed questionnaire (in the form provided by the Secretary upon written request) with respect to the identity, background and qualification of the Proposed Nominee and the background of any other person or entity on whose behalf the nomination is being made; (vi) a description of all agreements, arrangements, or understandings between or among any of (A) the Nominating Person, (B) the Proposed Nominee, (C) any Associated Person of either the Nominating Person or the Proposed Nominee, and (D) any other person or persons (naming such person or persons), that relate to the nomination or pursuant to which the nomination or nominations are to be made by the Nominating Person or relating to the candidacy or service of the Proposed Nominee as a director of the Corporation; and (vii) a written representation and agreement (in the form provided by the Secretary upon written request) that the Proposed Nominee and all Associated Persons (1) are not and will not become a party to (x) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how the Proposed Nominee, if elected as a director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Corporation or (y) any Voting Commitment that could limit or interfere with the Proposed Nominee's ability to comply, if elected as a director of the Corporation, with the Proposed Nominee's fiduciary duties under applicable law, (2) are not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed to the Corporation, and (3) if elected as a director of the Corporation, the Proposed Nominee would be in compliance and will comply, with all applicable publicly disclosed corporate governance, ethics, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation.~~

~~(II) Information Regarding the Nominating Person: the information required to be provided pursuant to Section 2.14(a)(II) if the Nominating Person were a "Proposing Person."~~

No person shall be eligible for election as a director of the ~~corporation~~Corporation unless nominated in accordance with the procedures set forth in this paragraph (b). The ~~chairman~~Chair of the meeting shall, if the facts ~~warrants~~warrant, determine and declare at the ~~annual~~ meeting that a nomination was not made in accordance with the ~~procedures prescribed by these Bylaws~~provisions of this paragraph (b), and if he ~~or she~~ should so determine, ~~he~~ shall so declare at the meeting, ~~and that~~ the defective nomination shall be disregarded.

(c) A Proposing Person or a Nominating Person providing notice of business or any nomination proposed to be brought before an annual meeting pursuant to this Section 2.14 must further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 2.14 is true and correct at all times up to and including the date of the meeting (including any date to which the meeting is recessed, adjourned or postponed). Any such update and supplement must be delivered to, or mailed and received by, the Secretary at the principal executive offices of the Corporation, as promptly as practicable.

(d) A stockholder is not entitled to have its proposal or director nomination included in the Corporation's proxy statement and form of proxy solely as a result of such stockholder's compliance with the foregoing provisions of this Section 2.14.

(e) Notwithstanding the foregoing provisions of this Section 2.14, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to matters set forth in this Section 2.14. Nothing in this Section 2.14 shall be deemed to affect any rights of stockholders to request inclusion of proposals in the ~~corporation's~~Corporation's proxy statement pursuant to Rule 14a-8 under ~~the Exchange~~the Exchange Act.

(f) An "Associated Person" of a person is (i) any person that is an associate of such person within the meaning of Rule 14a-1(a) under the Exchange Act and (ii) any person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such person; the term "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

2.15 ORGANIZATION

Meetings of stockholders shall be presided over by (a) the ~~Chairman~~Chair of the Board or, in the absence thereof, (b) such person as the ~~Chairman~~Chair of the Board shall appoint or, in the absence thereof or in the event that the ~~Chairman~~Chair of the Board shall fail to make such appointment, (c) such person as the ~~Chairman~~Chair of the executive committee of the ~~corporation~~Corporation shall appoint or, in the absence thereof or in the event that the ~~Chairman~~Chair of the executive committee of the ~~corporation~~Corporation shall fail to make such appointment, any officer of the ~~corporation~~Corporation elected by the Board. In the absence of the Secretary of the ~~corporation~~Corporation, the secretary of the meeting shall be such person as the ~~Chairman~~Chair of the meeting appoints.

The Board shall, in advance of any meeting of stockholders, appoint one (1) or more inspector(s), who may include individual(s) who serve the ~~corporation~~Corporation in other capacities, including without limitation as officers, employees or agents, to act at the meeting of stockholders and make a written report thereof. The Board may designate one (1) or more persons as alternate inspector(s) to replace any inspector; who fails to act. If no inspector or alternate has been appointed or is able to act at a meeting of stockholders, the ~~Chairman~~Chair of the meeting shall appoint one (1) or more inspector(s) to act at the meeting. Each inspector, before discharging his or her duties, shall take and sign an oath to faithfully execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector(s) or alternate(s) shall have the duties prescribed pursuant to Section 231 of the ~~General Corporate Laws of Delaware~~DGCL or other applicable law.

The Board shall be entitled to make such rules or regulations for the conduct of meetings of stockholders as it shall deem necessary, appropriate or convenient. Subject to such rules and regulations, if any, the ~~Chairman~~Chair of the meeting shall have the right and authority to prescribe such rules, regulations and procedures and to do all acts as, in the judgment of such ~~Chairman~~Chair, are necessary, appropriate or convenient for the proper conduct of the meeting, including without limitation establishing an agenda of business of the meeting, rules or regulations to maintain order, restrictions on entry to the meeting after the time fixed for commencement thereof, restrictions on the persons (other than stockholders of the Corporation or their duly appointed proxy holders) that may attend the meeting, the circumstances in which any person may make a statement or ask questions at the meeting, and the fixing of the date and time of the opening and closing of the polls for each matter upon which the stockholders will vote at a meeting (and shall announce such at the meeting).

2.16 NOTICE BY ELECTRONIC TRANSMISSION

~~Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the corporation under any provision of the General Corporation Law of Delaware, the Certificate or these Bylaws shall be effective if given by a form of electronic transmission consented to by the stockholder to whom the notice is given. Any such consent shall be revocable by the stockholder by written notice to the corporation. Any such consent shall be deemed revoked if (a) the corporation is unable to deliver by electronic transmission two (2) consecutive notices given by the corporation in accordance with such consent, and (b) such inability becomes known to the Secretary or an Assistant Secretary of the corporation, the transfer agent or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.~~

~~Notice given pursuant to the above paragraph shall be deemed given (a) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice, (b) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice, (c) if by a posting on an electronic network together with a separate notice to the stockholder of such specific posting, upon the later of (i) such posting, and (ii) the giving of such separate notice, and (d) if by any other form of electronic transmission, when directed to the stockholder. An affidavit of the Secretary or Assistant Secretary, the transfer agent or other agent of the corporation that the notice has been given by a form of electronic transmission shall in the absence of fraud, be prima facie evidence of the facts stated therein.~~

~~For purposes of these Bylaws, “electronic transmission” means any form of communication, not directly involving the physical transmission of paper, which creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process. This Section 2.16 shall not apply to Section 164 (failure to pay for stock; remedies), Section 296 (adjudication of claims; appeal), Section 311 (revocation of voluntary dissolution), Section 312 (renewal, revival, extension and restoration of certificate of incorporation) or Section 324 (attachment of shares of stock) of the General Corporation Law of Delaware.~~

ARTICLE III

DIRECTORS

3.1 POWERS

The business and affairs of the ~~corporation~~Corporation shall be managed by or under the direction of the Board. In addition to the power and authorities these Bylaws expressly confer upon them, the Board may exercise all such powers of the ~~corporation~~Corporation and do all such lawful acts and things as are not required by statute, the Certificate, or these Bylaws to be exercised or done by the stockholders.

3.2 NUMBER OF DIRECTORS

Subject to the rights of the holders of any ~~Preferred Stock~~preferred stock of the ~~corporation~~Corporation to elect additional directors under specified circumstances, the authorized number of directors of the ~~corporation~~Corporation shall be fixed from time to time exclusively by the Board pursuant to a resolution duly adopted by a majority of the Board members then in office.

No reduction of the authorized number of directors shall have the effect of removing any director before such director's term of office expires.

3.3 ELECTION, QUALIFICATION AND TERM OF OFFICE OF DIRECTORS

Except as provided in the Certificate or Section 3.4 of these Bylaws, directors shall be classified, with respect to the time for which they severally hold office, into three (3) classes, as nearly equal in number as possible, ~~one (1) each director in each~~ class to be ~~originally~~ elected for a term ~~expiring at the annual meeting of stockholders to be held in 2008, another class to be originally elected for a term expiring at the annual meeting of stockholders to be held in 2009, and another class to be originally elected for a term expiring at the annual meeting of stockholders to be held in 2010, with each class to hold office until its successor is duly elected and qualified. At each succeeding of three (3) years. At each~~ annual meeting of stockholders, ~~commencing with the first annual meeting (a) directors elected to succeed those directors whose terms then expire~~ shall be elected for a term of office to expire at the third succeeding annual meeting of stockholders after their election, with each director to hold office until his or her successor shall have been duly elected and qualified, and ~~(b)~~ if authorized by a resolution of the Board, directors may be elected to fill any vacancy on the Board, regardless of how such vacancy shall have been created (as set forth in Section 3.4 below).

Directors need not be stockholders unless so required by the Certificate ~~or~~, these Bylaws, or other policies adopted by the Board from time to time, wherein other qualifications for directors may be prescribed.

Elections of directors at all meetings of the stockholders at which directors are to be elected shall be by ballot and, subject to the rights of the holders of any ~~Preferred Stock~~preferred stock of the ~~corporation~~Corporation to elect additional directors under specified circumstances, a plurality of the votes cast thereat shall elect directors. The ballot shall state the name of the stockholder or proxy voting or such other information as may be required under the procedure established by the ~~Chairman~~Chair of the meeting. If authorized by the Board, such requirement of a ballot shall be satisfied by a ballot submitted by electronic transmission provided that any such electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic submission was authorized.

3.4 RESIGNATION AND VACANCIES

Any director may resign at any time upon written notice or by electronic transmission to the ~~corporation~~Corporation.

Subject to the rights of the holders of any series of ~~Preferred Stock~~preferred stock of the ~~corporation~~Corporation then outstanding and unless the Board otherwise determines, newly created directorships resulting from any increase in the authorized number of directors, or any vacancies on the Board resulting from the death, resignation, retirement, disqualification, removal from office or other cause shall, unless otherwise provided by law or resolution of the Board, be filled only by a majority vote of the directors then in office, whether or not less than a quorum, and directors so chosen shall hold office for a term expiring at the annual meeting of stockholders at which the term of office of the class to which they have been elected expires.

3.5 PLACE OF MEETINGS; MEETINGS BY TELEPHONE

The Board may hold meetings, both regular and special, either within or outside the State of Delaware.

Unless otherwise restricted by the Certificate or these Bylaws, members of the Board, or any committee designated by the Board, may participate in a meeting of the Board, or any committee, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

3.6 FIRSTREGULAR MEETINGS

~~The first meeting of each newly elected Board shall be held immediately after, and at the same location as, the annual meeting of stockholders, unless the Board shall fix another time and place and give notice thereof (or obtain waivers of notice thereof) in the manner required herein for special meetings of directors, and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, except as provided in this Section 3.6 and provided that a quorum shall be present.~~

3.7 REGULAR MEETINGS

Regular meetings of the Board may be held without notice ~~at such~~immediately after the annual meeting of the stockholders or at such other time and ~~at such~~ place as shall from time to time be determined by the Board.

~~3.8~~3.7 SPECIAL MEETINGS; NOTICE

Special meetings of the Board for any purpose(s) may be called at any time by the ~~Chairman~~Chair of the Board, the Chief Executive Officer, the President or a majority of the members of the Board then in office. The person(s) authorized to call special meetings of the Board may fix the place and time of the meetings.

~~The Secretary shall give notice of any special meeting to each director personally or by telephone, or sent by first-class mail, overnight mail, courier service or telegram, postage or charges~~

~~prepaid, addressed to each director at that director's address as it is shown on the records of the corporation. If the notice is mailed, it shall be deposited in the United States mail at least four (4) calendar days before the time of the holding of the meeting. If the notice is delivered by telegram, overnight mail or courier, it shall be deemed adequately delivered when the telegram is delivered to the telegraph company or the notice is delivered to the overnight mail or courier service company at least forty-eight (48) hours before such meeting. If by facsimile transmission, such notice shall be deemed adequately delivered when the notice is transmitted at least twelve (12) hours before such meeting. If by telephone or hand delivery the notice shall be given at least twelve (12) hours prior to the time set for the meeting. Any oral notice given personally or by telephone may be communicated either to the director or to a person at the office of the director who the person giving the notice has reason to believe will promptly communicate it to the director. The notice need not specify the purpose or the place of the meeting, if the meeting is to be held at the principal executive office of the corporation.~~

The Secretary shall give at least one day's notice of any special meeting of the Board to each director by whom such notice is not waived, given in a manner permitted by Section 2.5, if such director were a "stockholder" under Section 2.5, or by the DGCL. The time and place of any such special meeting shall be as specified in the notice of such meeting.

3.93.8 QUORUM

At all meetings of the Board, a majority of the Whole Board (as defined below) shall constitute a quorum for all purposes, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by statute or by the Certificate. ~~The directors present at a duly organized meeting may continue to transact business until adjournment notwithstanding the withdrawal of enough directors to leave less than quorum. The~~ term "Whole Board" shall mean the total number of authorized directors of the ~~corporation~~Corporation whether or not there exist any vacancies in previously authorized directorships.

3.103.9 WAIVER OF NOTICE

Whenever notice is required to be given under any provisions of the ~~General Corporation Law of Delaware of~~DGCL, the Certificate or these Bylaws, a written waiver thereof, signed by the ~~person~~director entitled to notice, or a waiver by electronic transmission by the ~~person~~director entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a ~~person~~director at a meeting shall constitute a waiver of notice of such meeting, except when the ~~person~~director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the directors, or members of a committee of directors, need be specified in any written waiver of notice or any waiver by electronic transmission unless so required by the Certificate or these Bylaws.

3.113.10 ADJOURNED MEETING; NOTICE

If a quorum is not present at any meeting of the Board, then a majority of the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

3.123.11 BOARD ACTION BY WRITTEN CONSENT WITHOUT A MEETING

Unless otherwise restricted by the Certificate or these Bylaws, any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission and the writing(s) or electronic transmission(s) are filed with the minutes of proceedings of the Board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

3.133.12 FEES AND COMPENSATION OF DIRECTORS

Unless otherwise restricted by the Certificate or these Bylaws, the Board shall have the authority to fix the compensation of directors.

3.143.13 REMOVAL OF DIRECTORS

Unless otherwise restricted by statute, the Certificate or these Bylaws, any director, or ~~the entire Board may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.~~

~~Effective upon the closing of a firm commitment underwritten public offering of Common Stock of the Corporation and subject to the rights of the holders of any series of Preferred Stock of the corporation then outstanding, unless otherwise restricted by statute, the Certificate or these Bylaws, any director, or~~ all of the directors, may be removed from the Board, but only for cause, ~~but~~and only by the affirmative vote of the holders of at least a majority of the voting power of all the then outstanding shares of capital stock of the ~~corporation~~Corporation then entitled to vote at the election of directors, voting together as a single class.

~~For purposes of the foregoing paragraph, "cause" shall mean (i) continued willful failure to perform the obligations of a director, (ii) gross negligence by the director, (iii) engaging in transactions that defraud the corporation, (iv) fraud or intentional misrepresentation, including falsifying use of funds and intentional misstatements made in financial statements, books, records or reports to stockholders or governmental agencies, (v) material violation of any agreement between the director and the corporation, (vi) knowingly causing the corporation to commit violations of applicable law (including by failure to act), (vii) acts of moral turpitude or (viii) conviction of a felony.~~

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of such director's term of office.

ARTICLE IV

COMMITTEES

4.1 COMMITTEES OF DIRECTORS

The Board may from time to time, by resolution passed by a majority of the Whole Board, designate one (1) or more committees of the Board, with such lawfully delegable powers and duties as it thereby

confers, with each committee to consist of one (1) or more of the directors of the ~~corporation~~Corporation; *provided, however, that no such committee shall have the power or authority to: (a) approve or adopt, or recommend to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted to stockholders for approval or (b) make, adopt, amend or repeal any provision of these Bylaws.* The Board may designate one (1) or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member(s) thereof present at any meeting and not disqualified from voting, whether or not such member(s) constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member.

4.2 COMMITTEE MINUTES

Each committee shall keep regular minutes of its meetings and report the same to the Board when required.

4.3 MEETINGS AND ACTION OF COMMITTEES

Meetings and actions of committees shall be governed by, and held and taken in accordance with, ~~the provisions of Article III of these Bylaws,~~ Section 3.5 (place of meetings and meetings by telephone), Section 3.7 (regular meetings), Section 3.8 (special meetings and notice), Section 3.9 (quorum), Section 3.10 (waiver of notice), Section 3.11 (adjournment and notice of adjournment), and Section 3.12 (action without a meeting) of these Bylaws, with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the Board and its members; *provided, however*, that the time of regular and special meetings of committees may also be called by resolution of the Board. The Board may adopt rules for the government of any committee not inconsistent with the provisions of these Bylaws.

ARTICLE V

OFFICERS

5.1 OFFICERS

The officers of the ~~corporation~~Corporation shall be a President and a Secretary. The ~~corporation~~Corporation may also have, at the discretion of the Board, a ~~Chairman~~Chair of the Board, a Vice ~~Chairman~~Chair of the Board, a Chief Executive Officer, a Chief Financial Officer, a Treasurer, one or more Vice Presidents, Assistant Vice Presidents, Assistant Secretaries, and Assistant Treasurers, and any such other officers as may be appointed in accordance with the provisions of Section 5.3 of these Bylaws. Any number of offices may be held by the same person.

5.2 ELECTION OF OFFICERS

The officers of the ~~corporation~~Corporation, except such officers as may be appointed in accordance with the provisions of Section 5.3 of these Bylaws, shall be chosen by the Board, which shall consider such subject at its first meeting after every annual meeting of stockholders, subject to the rights, if any, of an officer under any contract of employment. Each officer shall hold office until his or her successor is elected and qualified or until his or her earlier resignation or removal. A failure to elect officers shall not dissolve or otherwise affect the ~~corporation~~Corporation.

5.3 SUBORDINATE OFFICERS

The Board may appoint, or empower the Chief Executive Officer or, in the absence of a Chief Executive Officer, the President, to appoint, such other officers as the business of the ~~corporation~~Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

5.4 REMOVAL AND RESIGNATION OF OFFICERS

Subject to the rights, if any, of an officer under contract of employment, any officer may be removed, either with or without cause, by an affirmative vote of the majority of the Board at any regular or special meeting of the Board.

Any officer may resign at any time by giving written notice to the ~~corporation~~Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the ~~corporation~~Corporation under any contract to which the officer is a party.

5.5 VACANCIES IN OFFICES

Any vacancy occurring in any office of the ~~corporation~~Corporation shall be filled by the Board.

5.6 ~~CHAIRMAN~~CHAIR OF THE BOARD

The ~~Chairman~~Chair of the Board, if such an officer be elected, shall, if present, preside at meetings of the Board and exercise and perform such other powers and duties as may from time to time be assigned to him or her by the Board or as may be prescribed by these Bylaws. ~~If there is no Chief Executive Officer or President, then the Chairman of the Board shall also be the Chief Executive Officer of the corporation and as such shall also have the powers and duties prescribed in Section 5.7 of these Bylaws.~~

5.7 CHIEF EXECUTIVE OFFICER

Subject to such supervisory powers, if any, as the Board may give to the ~~Chairman~~Chair of the Board, the Chief Executive Officer, if any, shall, subject to the control of the Board, have general supervision, direction, and control of the business and affairs of the ~~corporation~~Corporation and shall report directly to the Board. All other officers, officials, employees and agents shall report directly or indirectly to the Chief Executive Officer. The Chief Executive Officer shall see that all orders and resolutions of the Board are carried into effect. The Chief Executive Officer shall serve as chairperson of and preside at all meetings of the stockholders. In the absence of a ~~Chairman~~Chair of the Board, the Chief Executive Officer shall preside at all meetings of the Board.

5.8 PRESIDENT

In the absence or disability of the Chief Executive Officer, the President shall perform all the duties of the Chief Executive Officer. When acting as the Chief Executive Officer, the President shall have all the powers of, and be subject to all the restrictions upon, the Chief Executive Officer. The President shall have such other powers and perform such other duties as from time to time may be prescribed for him or her by the Board, these Bylaws, the Chief Executive Officer or the ~~Chairman~~Chair of the Board.

5.9 VICE PRESIDENT

In the absence or disability of the President, the Vice President(s), if any, in order of their rank as fixed by the Board or, if not ranked, a Vice President designated by the Board, shall perform all the duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice President(s) shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board, these Bylaws, the ~~Chairman~~Chair of the Board, the Chief Executive Officer or, in the absence of a Chief Executive Officer, the President.

5.10 SECRETARY

The Secretary shall keep or cause to be kept, at the principal executive office of the ~~corporation~~Corporation or such other place as the Board may direct, a book of minutes of all meetings and actions of directors, committees of directors, and stockholders. The minutes shall show the time and place of each meeting, whether regular or special (and, if special, how authorized and the notice given), the names of those present at directors' meetings or committee meetings, the number of shares present or represented at stockholders' meetings, and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal executive office of the ~~corporation~~Corporation or at the office of the ~~corporation's~~Corporation's transfer agent or registrar, as determined by resolution of the Board, a share register, or a duplicate share register, showing the names of all stockholders and their addresses, the number and classes of shares held by each, the number and date of certificates evidencing such shares, and the number and date of cancellation of every certificate surrendered for cancellation. Such share register shall be the "stock ledger" for purposes of Section 2.13 of these Bylaws.

The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and of the Board, or committee of the Board, required to be given by law or by these Bylaws. He or she shall keep the seal of the ~~corporation~~Corporation, if one be adopted, in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board or by these Bylaws.

5.11 CHIEF FINANCIAL OFFICER

The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the ~~corporation~~Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital and retained earnings.

The Chief Financial Officer shall deposit all money and other valuables in the name and to the credit of the ~~corporation~~Corporation with such depositaries as may be designated by the Board or Chief Executive Officer. The Chief Financial Officer shall disburse the funds of the ~~corporation~~Corporation as may be ordered by the Board, shall render to the Board and Chief Executive Officer, or in the absence of a Chief Executive Officer the President, whenever they request, an account of all of his or her transactions as Chief Financial Officer and of the financial condition of the ~~corporation~~Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws. In lieu of any contrary resolution duly adopted by the Board, the Chief Financial Officer shall be the Treasurer of the ~~corporation~~Corporation.

5.12 ASSISTANT SECRETARY

The Assistant Secretary(ies), if any, in the order determined by the Board (or if there be no such determination, then in the order of their election) shall, in the absence of the Secretary or in the event of his or her inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

5.13 ASSISTANT TREASURER

The Assistant Treasurer(s), if any, in the order determined by the Board (or if there be no such determination, then in the order of their election), shall, in the absence of the Chief Financial Officer or in the event of his or her inability or refusal to act, perform the duties and exercise the powers of the Chief Financial Officer and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

5.14 AUTHORITY AND DUTIES OF OFFICERS

In addition to the foregoing authority and duties, all officers of the ~~corporation~~Corporation shall respectively have such authority and perform such duties in the management of the business of the ~~corporation~~Corporation as may be designated from time to time by the Board.

ARTICLE VI

INDEMNITY

6.1 RIGHT TO INDEMNIFICATION IN ~~ACTIONS, SUITS OR~~ PROCEEDINGS OTHER THAN THOSE BY OR IN THE ~~RIGHTS~~RIGHT OF THE CORPORATION

Subject to Section 6.3 of this Article VI, the ~~corporation~~Corporation shall indemnify any ~~person~~Indemnitee (as defined below in this Section 6.1) who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, demand, action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (each, a "Proceeding") (other than an action by or in the right of the ~~corporation~~Corporation) by reason of the fact that such person is or was a director or officer of the ~~corporation~~Corporation, or is or was a director or officer of the ~~corporation~~Corporation serving at the request of the ~~corporation~~Corporation as a director or officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise; (each such person, an "Indemnitee"), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such ~~person~~Indemnitee in connection with such ~~action, suit or proceeding if such person~~Proceeding if the Indemnitee acted in good faith and in a manner ~~such person~~the Indemnitee reasonably believed to be in or not opposed to the best interests of the ~~corporation~~Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe ~~such person's~~the Indemnitee's conduct was unlawful (the "Standard of Conduct"). The termination of any ~~action, suit or proceeding~~Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the ~~person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.~~Indemnitee did not satisfy the Standard of Conduct.

6.2 RIGHT TO INDEMNIFICATION IN ~~ACTIONS, SUITS OR~~ PROCEEDINGS BY OR IN THE RIGHT OF THE CORPORATION

Subject to Section 6.3 of this Article VI, the ~~corporation~~Corporation shall indemnify any ~~person~~Indemnitee who was or is a party or is threatened to be made a party to any threatened, pending or completed ~~action or suit~~Proceeding by or in the right of the ~~corporation~~Corporation to procure a judgment in its favor ~~by reason of the fact that such person is or was a director or officer of the corporation, or is or was a director or officer of the corporation serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise~~ against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such ~~action or suit~~ Proceeding ~~if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation~~ Proceeding if the Indemnitee satisfied the applicable Standard of Conduct; except that no indemnification shall be made in respect of any claim, issue or matter as to which ~~such person~~the Indemnitee shall have been adjudged to be liable to the ~~corporation~~Corporation unless and only to the extent that the Court of Chancery or the court in which such ~~action or suit~~Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, ~~such person~~the Indemnitee is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

6.3 AUTHORIZATION OF INDEMNIFICATION

Any indemnification under this Article VI (unless ordered by a court) shall be made by the ~~corporation~~Corporation only as authorized in the specific case upon a determination that indemnification of the ~~director or officer~~Indemnitee is proper in the circumstances because ~~such person~~the Indemnitee has met the applicable ~~standard~~Standard of ~~conduct~~Conduct set forth in Section 6.1 or Section 6.2 of this Article VI, as the case may be. Such determination shall be made, with respect to ~~a person~~an Indemnitee who is a director or officer at the time of such determination, (a) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (b) by a committee of such directors designated by a majority vote of such directors, even though less than a quorum, or (c) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion or (d) by the stockholders (but only if a majority of the directors who are not parties to such action, suit or proceeding, if they constitute a quorum of the board of directors, presents the issue of entitlement to indemnification to the stockholders for their determination). Any person or persons having the authority to act on the matter on behalf of the ~~corporation~~Corporation shall make such determination, with respect to former directors and officers. To the extent, however, that ~~a present or former director or officer of the corporation~~any Indemnitee has been successful on the merits or otherwise in defense of any ~~action, suit or proceeding described above~~Proceeding, or in defense of any claim, issue or matter therein, ~~such person~~the Indemnitee shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith, without the necessity of authorization in the specific case.

6.4 GOOD FAITH DEFINED

For purposes of any determination under Section 6.3 of this Article VI, ~~a person~~an Indemnitee shall be deemed to have ~~acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe such person's conduct was unlawful, if such~~

~~person's~~ satisfied the applicable Standard of Conduct if the Indemnitee's action is based on the records or books of account of the ~~corporation~~ Corporation or another ~~corporation, partnership, joint venture, trust, employee benefit plan or other~~ enterprise (each, "~~Another Enterprise~~"), or on information supplied to such person by the officers of the ~~corporation or another enterprise~~ Corporation or Another Enterprise in the course of their duties, or on the advice of legal counsel for the ~~corporation or another enterprise~~ Corporation or Another Enterprise or on information or records given or reports made to the ~~corporation or another enterprise~~ Corporation or Another Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the ~~corporation or another enterprise~~. The term "~~another enterprise~~" as used in this Section 6.4 shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the corporation as a ~~director, officer, employee or agent~~ Corporation or Another Enterprise. The provisions of this Section 6.4 shall not be deemed to be exclusive or to limit in any way the circumstances in which a ~~person~~ an Indemnitee may be deemed to have met the applicable ~~standard~~ Standard of Conduct set forth in Section 6.1 or Section 6.2 of this Article VI, as the case may be.

6.5 INDEMNIFICATION BY A COURT

Notwithstanding any contrary determination in the specific case under Section 6.3 of this Article VI, and notwithstanding the absence of any determination thereunder, any ~~director or officer~~ Indemnitee may apply to the Court of Chancery in the State of Delaware (but in no event later than forty-five (45) days after written receipt of the written request by said ~~director or officer~~ Indemnitee) for indemnification to the extent otherwise permissible under Section 6.1 and Section 6.2 of this Article VI. The basis of such indemnification by a court shall be a determination by such court that indemnification of the ~~director or officer~~ Indemnitee is proper in the circumstances because ~~such person~~ the Indemnitee has met the applicable ~~standards of conduct~~ Standard of Conduct set forth in Section 6.1 or Section 6.2 of this Article VI, as the case may be. Neither a contrary determination in the specific case under Section 6.3 of this Article VI nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the ~~director or officer~~ Indemnitee seeking indemnification has not met any applicable ~~standard~~ Standard of ~~conduct~~ Conduct. Notice of any application for indemnification pursuant to this Section 6.5 shall be given to the ~~corporation~~ Corporation promptly upon the filing of such application. If successful, in whole or in part, the ~~director or officer~~ Indemnitee seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

6.6 EXPENSES PAYABLE IN ADVANCE

Expenses (~~including attorneys' fees~~) incurred by a ~~director or officer~~ an Indemnitee in defending any ~~civil, criminal, administrative or investigative action, suit or proceeding~~ Proceeding shall be paid by the ~~corporation~~ Corporation in advance of the final disposition of such ~~action, suit or proceeding~~ Proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the ~~corporation~~ Corporation as authorized in this Article VI.

6.7 NONEXCLUSIVITY OF INDEMNIFICATION AND ADVANCEMENT OF EXPENSES

The indemnification and advancement of expenses provided by or granted pursuant to this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Certificate, any Bylaw, agreement, vote of stockholders or disinterested

directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, ~~it being. A right to indemnification or to advancement of expenses arising under a provision of the Certificate or these Bylaws shall not be eliminated or impaired by an amendment to the Certificate or these Bylaws after the occurrence of the act or omission that is the subject to the Proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred. It is~~ the policy of the ~~corporation~~ Corporation that indemnification of the persons specified in Section 6.1 and Section 6.2 of this Article VI shall be made to the fullest extent permitted by law. The provisions of this Article VI shall not be deemed to preclude the indemnification of any person who is not specified in Section 6.1 or Section 6.2 of this Article VI but whom the ~~corporation~~ Corporation has the power or obligation to indemnify under the provisions of the ~~General Corporation Law of the State of Delaware~~ DGCL, or otherwise.

6.8 INSURANCE

The ~~corporation~~ Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the ~~corporation~~ Corporation, or is or was a director or officer of the ~~corporation~~ Corporation serving at the request of the ~~corporation~~ Corporation as a director, officer, employee or agent of ~~another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise~~ Another Enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the ~~corporation~~ Corporation would have the power or the obligation to indemnify such person against such liability under the provisions of this Article VI.

6.9 CERTAIN DEFINITIONS

For purposes of this Article VI, references to the "~~corporation~~ Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors or officers, so that any person who is or was a director or officer of such constituent corporation, or is or was a director or officer of such constituent corporation serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued. For purposes of this Article VI, references to "**fines**" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "**servicing at the request of the** ~~corporation~~ Corporation" shall include any service as a director, officer, employee or agent of the ~~corporation~~ Corporation which imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "**not opposed to the best interests of the** ~~corporation~~ Corporation" as referred to in this Article VI.

6.10 SURVIVAL OF INDEMNIFICATION AND ADVANCEMENT OF EXPENSES

The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to

be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

6.11 LIMITATION ON INDEMNIFICATION

Notwithstanding anything contained in this Article VI to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 6.5 hereof), the ~~corporation~~Corporation shall not be obligated to indemnify any director or officer in connection with a ~~proceeding~~Proceeding (or part thereof) initiated by such person unless such ~~proceeding~~Proceeding (or part thereof) was authorized or consented to by the ~~board of directors of the corporation~~Board.

6.12 INDEMNIFICATION OF EMPLOYEES AND AGENTS

The ~~corporation~~Corporation may, to the extent authorized from time to time by the ~~board of directors~~Board, provide rights to indemnification and to the advancement of expenses to employees and agents of the ~~corporation~~Corporation similar to those conferred in this Article VI to directors and officers of the ~~corporation~~Corporation.

ARTICLE VII

RECORDS AND REPORTS

7.1 MAINTENANCE AND INSPECTION OF RECORDS

The ~~corporation~~Corporation shall, either at its principal executive office or at such place or places as designated by the Board, keep a record of its stockholders listing their names and addresses and the number and class of shares held by each stockholder, a copy of these Bylaws, as may be amended to date, minute books, accounting books and other records.

Any such records maintained by the ~~corporation~~Corporation may be kept on, or by means of, or be in the form of, any information storage device or method, provided that the records so kept can be converted into clearly legible paper form within a reasonable time. The ~~corporation~~Corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to the provisions of the ~~General Corporation Law of Delaware~~DGCL. When records are kept in such manner, a clearly legible paper form produced from or by means of the information storage device or method shall be admissible in evidence, and accepted for all other purposes, to the same extent as an original paper form accurately portrays the record.

Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the ~~corporation's~~Corporation's stock ledger, a list of its stockholders, and its other books and records and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent is the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing that authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the ~~corporation~~Corporation at its registered office in Delaware or at its principal place of business.

7.2 INSPECTION BY DIRECTORS

Any director shall have the right to examine the ~~corporation's~~[Corporation's](#) stock ledger, a list of its stockholders, and its other books and records for a purpose reasonably related to his or her position as a director. The Court of Chancery is hereby vested with the exclusive jurisdiction to determine whether a director is entitled to the inspection sought. The Court may summarily order the ~~corporation~~[Corporation](#) to permit the director to inspect any and all books and records, the stock ledger, and the stock list and to make copies or extracts therefrom. The Court may, in its discretion, prescribe any limitations or conditions with reference to the inspection, or award such other and further relief as the Court may deem just and proper.

7.3 REPRESENTATION OF SHARES OF OTHER CORPORATIONS

Unless otherwise directed by the Board, the Chief Executive Officer, the President, or any other person authorized by the President, is authorized to vote, represent, and exercise on behalf of the ~~corporation~~[Corporation](#) all rights incident to any and all shares of any other corporation(s) standing in the name of the ~~corporation~~[Corporation](#). The authority granted herein may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by such person having the authority.

ARTICLE VIII

GENERAL MATTERS

8.1 CHECKS

From time to time, the Board shall determine by resolution which person or persons may sign or endorse all checks, drafts, other orders for payment of money, notes or other evidences of indebtedness that are issued in the name of or payable to the ~~corporation~~[Corporation](#), and only the persons so authorized shall sign or endorse those instruments.

8.2 EXECUTION OF CORPORATE CONTRACTS AND INSTRUMENTS

The Board, except as otherwise provided in these Bylaws, may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the ~~corporation~~[Corporation](#). Such authority may be general or confined to specific instances. Unless so authorized or ratified by the Board or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the ~~corporation~~[Corporation](#) by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

8.3 STOCK CERTIFICATES; ~~PARTLY PAID SHARES~~

The shares of ~~a corporation~~[the Corporation](#) shall be represented by certificates, provided that the Board may provide by resolution that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the ~~corporation~~[Corporation](#). Notwithstanding the adoption of such a resolution by the Board, every holder of stock represented by certificates ~~and upon request every holder of uncertificated shares~~ shall be entitled to have a certificate signed by, or in the name of, the ~~corporation by the Chairman of the~~

~~Board or Chief Executive Officer, or the President or Vice-President, and by the Chief Financial Officer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the corporation~~ Corporation by any two authorized officers of the Corporation representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the ~~corporation~~ Corporation with the same effect as if he ~~or she~~ were such officer, transfer agent or registrar at the date of issue.

~~The corporation may issue the whole or any part of its shares as partly paid and subject to call for the remainder of the consideration to be paid therefor. Upon the face or back of each stock certificate issued to represent any such partly paid shares, upon the books and records of the corporation in the case of uncertificated partly paid shares, the total amount of the consideration to be paid therefor and the amount paid thereon shall be stated. Upon the declaration of any dividend on fully paid shares, the corporation shall declare a dividend upon partly paid shares of the same class, but only upon the basis of the percentage of the consideration actually paid thereon.~~

8.4 SPECIAL DESIGNATION ON CERTIFICATES

If the ~~corporation~~ Corporation is authorized to issue more than one (1) class of stock or more than one (1) series of any class, then the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate that the ~~corporation~~ Corporation shall issue to represent such class or series of stock; *provided, however*, that, except as otherwise provided in Section 202 of the ~~General Corporation Law of Delaware~~ DGCL, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate that the ~~corporation~~ Corporation shall issue to represent such class or series of stock a statement that the ~~corporation~~ Corporation will furnish without charge to each stockholder who so requests the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

8.5 LOST CERTIFICATES

Except as provided in this Section 8.5, no new certificates for shares shall be issued to replace a previously issued certificate unless the latter is surrendered to the ~~corporation~~ Corporation and cancelled at the same time. The ~~corporation~~ Corporation may issue a new certificate of stock or uncertificated shares in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the ~~corporation~~ Corporation may require, or may require any transfer agent, if any, for the shares to require, the owner of the lost, stolen or destroyed certificate, or his, her or its legal representative, to give the ~~corporation~~ Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

8.6 CONSTRUCTION; DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction and definitions in the Delaware General Corporation Law shall govern the construction of these Bylaws. Without limiting

the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term “**person**” includes both a corporation and a natural person.

8.7 DIVIDENDS

The directors of the ~~corporation~~Corporation, subject to any restrictions contained in the Certificate, may declare and pay dividends upon the shares of its capital stock pursuant to the ~~General Corporation Law of Delaware~~DGCL. Dividends may be paid in cash, in property or in shares of the ~~corporation's~~Corporation's capital stock.

The directors of the ~~corporation~~Corporation may set apart out of any of the funds of the ~~corporation~~Corporation available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve. Such purposes shall include but not be limited to equalizing dividends, repairing or maintaining any property of the ~~corporation~~Corporation, and meeting contingencies.

8.8 FISCAL YEAR

The fiscal year of the ~~corporation~~Corporation shall be fixed by resolution of the Board and may be changed by resolution of the Board.

8.9 SEAL

This ~~corporation~~Corporation may have a corporate seal, which may be adopted or altered at the pleasure of the Board, and may use the same by causing it or a facsimile thereof, to be impressed or affixed or in any other manner reproduced.

8.10 TRANSFER OF STOCK

Upon surrender to the ~~corporation~~Corporation or the transfer agent of the ~~corporation~~Corporation, if any, of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer (as determined by legal counsel to the ~~corporation~~Corporation), it shall be the duty of the ~~corporation~~Corporation, as the ~~corporation~~Corporation may so instruct its transfer agent, if any, to issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction in its books.

8.11 REGISTERED STOCKHOLDERS

The ~~corporation~~Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends and to vote as such owner, shall be entitled to hold liable for calls and assessments the person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of another person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

8.12 EXCLUSIVE FORUM

Unless the Corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for (a) any derivative action or proceeding brought on by or in the right of the Corporation, (b) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee

of the Corporation to the Corporation or the Corporation's stockholders, (c) an action asserting a claim arising pursuant to any provision of the DGCL, the Certificate, or these Bylaws, or (d) any action asserting a claim governed by the internal affairs doctrine, shall be the Court of Chancery in the State of Delaware (or, if the Court of Chancery does not have jurisdiction, the federal district court for the District of Delaware). If any action the subject matter of which is within the scope of the preceding sentence is filed in a court other than a court located within the State of Delaware (a "Foreign Action") in the name of any stockholder, such stockholder shall be deemed to have consented to (i) the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce the preceding sentence and (ii) having service of process made upon such stockholder in any such action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder.

ARTICLE IX

AMENDMENTS

~~The Bylaws of the corporation may be adopted, amended or repealed by the stockholders entitled to vote; provided, however, that the corporation may, in its Certificate, confer the power to adopt, amend or repeal bylaws upon the Board. The fact that such power has been so conferred upon the Board shall not divest the stockholders of the power, nor limit their power to adopt, amend or repeal bylaws.~~

Except as otherwise provided by law or by the Certificate or these Bylaws, these Bylaws or any Bylaw may be amended in any respect or repealed at any time, either (a) at any meeting of the stockholders, provided that any amendment or supplement proposed to be acted upon at any such meeting has been described or referred to in the notice of such meeting, or (b) by the Board, provided that no amendment adopted by the Board may vary or conflict with any amendment adopted by the stockholders in accordance with the Certificate or these Bylaws.

~~Effective upon the closing of a firm commitment underwritten public offering of Common Stock of the Corporation and notwithstanding~~Notwithstanding the foregoing, in addition to any vote of the holders of any class or series of stock of the ~~corporation~~Corporation required by law or by the Certificate, ~~the amendment or repeal of all or any portion of Article II, Section 3.2 (number of directors), Section 3.3 (election, qualification and term of office of directors), Section 3.4 (resignation and vacancies), Section 3.14 (removal of directors), Article VI or, Section 8.12 (Exclusive Forum) and this Article IX may not be amended or repealed~~ by the stockholders ~~of the corporation shall require, and no provision inconsistent therewith may be adopted by the stockholders, without~~ the affirmative vote of ~~the holders of~~ at least sixty-six and two-thirds percent (~~66 2/3~~66.67%) of the voting power of the then outstanding shares of voting stock entitled to vote generally in the election of directors, voting together as a single class.

Last revised May 30, 2018

AMENDMENT NO. 6 TO DEED OF LEASE

THIS AMENDMENT NO. 6 TO DEED OF LEASE (“**Amendment**”) is made as of the 30 day of May, 2018 (“**Effective Date**”), by and between **SOUTH OF MARKET LLC**, a Delaware limited liability company (“**Landlord**”), and **COMSCORE, INC.**, a Delaware corporation (“**Tenant**”).

RECITALS

Recital 1. Landlord and Tenant are parties to a certain Deed of Lease, dated December 21, 2007, as amended by a certain Amendment No. 1, dated April 28, 2008, a certain Amendment No. 2 to Deed of Lease, dated July 28, 2010, a certain Amendment No. 3 to Deed of Lease, dated December 29, 2011 (“**Third Amendment**”), a certain Amendment No. 4 to Deed of Lease, dated September 8, 2014, and a certain Amendment No. 5 to Deed of Lease, dated January 26, 2015 (as so amended, “**Lease**”), under which Landlord leases to Tenant approximately 83,577 square feet of rentable area (“**Premises**”) situated on the third (3rd), fourth (4th), fifth (5th) and sixth (6th) floors of the building commonly known as Two South of Market located at 11950 Democracy Drive, Reston, Virginia (“**Building**”).

Recital 2. Landlord and Tenant desire to amend the Lease to extend the Lease Term thereof make certain other amendments to the Lease, all as more particularly set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Recitals Incorporated; Defined Terms.** The foregoing recitals are incorporated by reference into this Section as if set forth in this Section in full. All capitalized terms used and not otherwise defined herein shall have the same meanings as provided for such terms in the Lease.

2. **Extension of the Lease Term.** The Lease Term is hereby extended with respect to the entire Premises for a period of five (5) years (“**Extension Term**”), commencing on August 1, 2022 (“**Extension Commencement Date**”) and ending on July 31, 2027, unless otherwise terminated earlier in accordance with the provisions of the Lease.

3. **Base Rent.**

(a) Tenant shall pay to Landlord Base Rent for the Premises, without set off, deduction or demand, at the applicable rate(s) set forth in the Lease through July 31, 2022.

(b) (i) Beginning on the Extension Commencement Date, Tenant shall pay to Landlord, as annual Base Rent for the Premises, without set off, deduction or demand, an amount equal to the product of Fifty-Seven and 00/100 Dollars (\$57.00) multiplied by the total number of square feet of rentable area in the Premises.

(ii) Beginning on the first anniversary of the Extension Commencement Date and on each anniversary thereafter, the annual Base Rent set forth in Section 3(b)(i) above shall be increased by two and fifty hundredths percent (2.50%) of the amount of annual Base Rent payable for the Premises during the immediately preceding twelve (12) month period (without regard to any abatement or offset applicable thereto).

(iii) Provided Tenant is not in an Event of Default under the Lease beyond any applicable notice and cure periods, Landlord hereby agrees to grant Tenant an abatement of one hundred percent (100%) of the Base Rent payable hereunder for the Premises for the first (3) full calendar months of the Extension Term. Except as provided in the immediately preceding sentence, Tenant shall pay the full amount of the Base Rent due in accordance with the provisions of this Section 3(b). Notwithstanding anything to the contrary in this Section 3(b)(iii), the rent escalation, as required by Section 3(b)(ii), shall be based on the full and unabated annual Base Rent for the Premises payable during the applicable preceding twelve (12) month period.

4. Operating Expenses.

(a) Tenant shall continue to pay Tenant's Proportionate Share of increases in Operating Expenses, as and when due under the Lease through July 31, 2022.

(b) Beginning on the Extension Commencement Date, the following shall apply:

(i) Section 4.1(b)(2)(xlvi) shall be deemed deleted and the following shall be deemed inserted in place thereof: "Property management fees for the Building included in Operating Expenses shall be limited to three percent (3%) of the Building's gross revenues."

(ii) "**Base Year**" shall mean calendar year 2022.

(iii) Tenant shall have no obligation to pay Tenant's Proportionate Share of increases in Operating Expenses for the period commencing on the Extension Commencement Date and continuing through July 31, 2023. Beginning on August 1, 2023, Tenant shall pay Tenant's Proportionate Share of increases in Operating Expenses as and when due under the Lease (as modified by this Amendment).

5. Condition of the Premises.

(a) Tenant shall accept and continue to occupy the Premises in its "as is" condition as of the Extension Commencement Date. Except with respect to Landlord's on-going repair and maintenance obligations as expressly provided in the Lease, Landlord is under no

obligation to make any structural or other alterations, decorations, additions or improvements in or to the Premises or the Building.

(b) Landlord shall grant Tenant an improvement allowance and Tenant shall have the right to make certain improvements to the Premises, all as more particularly set forth in Exhibit B attached hereto.

6. Renewal. Tenant shall continue to have the right to renew the Lease Term for two (2) renewal terms as set forth in Rider No. 1 attached to the Lease (as amended by the Third Amendment); provided, however, the Lease is hereby amended to provide that (i) the first Renewal Term shall commence immediately following the expiration of the Extension Term and (ii) Tenant shall exercise such right to renew the Lease Term by giving Landlord the Renewal Option Notice no less than fifteen (15) months and no more than eighteen (18) months prior to, with respect to the first Renewal Term, the expiration of the Extension term or, with respect to the second Renewal Term, the expiration of the first Renewal Term.

7. Lease Adjustments.

(a) Articles XXXI and XXXII of the Lease (as amended), and Tenant rights to reduce the size of the Premises and to terminate the Lease set forth therein, are hereby deleted and of no further force or effect, and Tenant hereby waives any Lease Term extension, acceleration, termination and expansion rights that Tenant has or might hereafter have under the Lease (whether fixed, right of opportunity or otherwise), except as expressly set forth in Article XXX of the Lease (as amended by the Third Amendment) and Rider No. 1 attached to the Lease (as amended by the Third Amendment and this Amendment).

(b) The last sentence of Section 1.3 of the Lease is hereby deleted and the following is inserted in place thereof:

Furthermore, it is understood and agreed that Landlord shall have the continuing right to cause its architect to re-measure the Building, provided that such re-measurement is conducted without interfering with Tenant's use of the Premises, but neither Tenant's Base Rent nor Tenant's Proportionate Share (as defined below) of Operating Expenses may be increased as a consequence of any such re-measurement.

(c) (i) Section 5.1(a) of the Lease is hereby deleted and the following is inserted in place thereof:

Landlord is currently in possession of a Letter of Credit in the amount of One Million Seven Hundred Seventy-Five Thousand Three Hundred Seventy-Seven and 32/100th Dollars (\$1,775,377.32), as a security deposit (hereinafter referred to as "**security deposit**" or "**Security Deposit**"). Among other things Landlord has assigned (or intends to assign) to the holder of the mortgage now or hereafter encumbering the Building, all of Landlord's interest in this Lease, including, without limitation, the Security Deposit.

(ii) Section 5.1(d) of the Lease is hereby deleted and the following table is inserted in place thereof:

Provided that, as of the Reduction Date (as defined below), (i) no monetary default or material non-monetary Event of Default has occurred and is then continuing under this Lease and (ii) Tenant has annual revenues of no less than \$350 million (in 2022 United States Dollars) and is publicly traded on a nationally recognized stock exchange, Tenant shall have the right to reduce the security deposit by the amount set forth below with respect to each Reduction Date:

Reduction Date	Security Deposit Reduction Amount
August 1, 2022	\$397,000.00
August 1, 2024	\$397,000.00
August 1, 2025	\$584,000.00

(iii) The second sentence of the paragraph immediately following the table set forth in Section 5.1(d) is hereby deleted.

(iv) The last sentence of Section 5.1(d) of the Lease is hereby deleted and the following is inserted in place thereof: "In addition, in no event shall the Security Deposit be reduced to an amount less than \$397,377.32."

8. Amendment No. 3 Rent Abatement Reduction. One Freedom Square, LLC ("**One Freedom Square Landlord**"), an affiliate of Landlord, and Tenant are parties to a certain Deed of Lease, dated December 29, 2011 (as amended, "**One Freedom Square Lease**"), under which One Freedom Square Landlord leases to Tenant certain premises at the building commonly known as One Freedom Square located at 11951 Freedom Drive, Reston, Virginia. If Tenant terminates the One Freedom Square Lease and elects to reduce the Termination Payment (as defined in the One Freedom Square Lease) by \$860,000.00 as set forth in that certain [Termination Agreement], dated on or about the date hereof, between One Freedom Square Landlord and Tenant, Tenant acknowledges and agrees that the Amendment No. 3 Rent Abatement set forth in the Third Amendment shall be reduced by \$860,000.00 (*i.e.*, the Amendment No. 3 Rent Abatement Period shall be shortened such that Tenant shall be obligated to pay an additional \$860,000.00 in Base Rent under the Lease).

9. Broker. Landlord recognizes CBRE, Inc. ("**Broker**") as the sole broker procuring this Amendment and shall pay said Broker a commission pursuant to a separate agreement between

said Broker and Landlord. Landlord and Tenant each represent and warrant to the other that, except as provided in the preceding sentence, neither of them has employed or dealt with any broker, agent or finder in carrying on the negotiations relating to this Amendment. Landlord shall indemnify and hold Tenant harmless from and against all claims, costs, damages, demands, actions, liabilities, expenses and causes of action (including, without limitation, attorney's fees) of any sort arising out of, resulting from or relating to a breach of the above representation and warranty by Landlord. Tenant shall indemnify and hold Landlord harmless from and against all claims, costs, damages, demands, actions, liabilities, expenses and causes of action (including, without limitation, attorney's fees) of any sort arising out of, resulting from or relating to a breach of the above representation and warranty by Tenant.

10. Ratification. Except as otherwise expressly modified by the terms of this Amendment, the Lease shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Lease not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and, as further amended hereby, constitute valid and binding obligations of Tenant enforceable according to the terms thereof.

11. [intentionally omitted]

12. Mutual Negotiation. Landlord and Tenant each hereby covenant and agree that each and every provision of this Amendment has been jointly and mutually negotiated and authorized by both Landlord and Tenant, and in the event of any dispute arising out of any provision of this Amendment, Landlord and Tenant do hereby waive any claim of authorship against the other party.

13. General Provisions.

(a) Landlord and Tenant hereby represent and warrant to each other that all necessary action has been taken to enter this Amendment and that the persons signing this Amendment on behalf of Landlord and Tenant, respectively, have been duly authorized to do so.

(b) Landlord and Tenant agree that the terms and conditions of this Amendment and the Lease shall remain confidential and shall not be disclosed, directly or indirectly, to any individual or entity by either Landlord or Tenant without the express written consent of the other, with the exception of consultants, brokers, employees, agents, lawyers, accountants and other professionals employed or retained directly by either or both of the parties to negotiate or work on this Amendment who have a legitimate need to know such information, and any other disclosures as may be required to comply with applicable Legal Requirements or otherwise required by a court of law or in connection with any other legal arbitration or dispute resolution proceeding. Any and all public announcements regarding the Lease or this Amendment and any public announcement using either party's name must be approved in writing by such party prior to publication or other dissemination.

(c) This Amendment shall not be effective and binding unless and until fully executed and delivered by each of the parties hereto. This Amendment may not be modified, changed or terminated in whole or in part in any manner other than by an agreement in writing duly signed

by all parties hereto. All of the covenants contained in this Amendment, including, but not limited to, all covenants of the Lease as modified hereby, shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives and permitted successors and assigns.

(d) This Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment. The parties acknowledge and agree that they will accept faxed transmissions of, or electronically scanned and transmitted versions of, an original signature.

(e) If any provision of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

(f) This Amendment shall be governed by and construed in accordance with the laws of the jurisdiction in which the Building is located, without regard to the conflicts of laws principles.

(g) In the event of any conflict between the Lease and this Amendment, the terms of this Amendment shall control.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on or as of the day and year first above written.

LANDLORD:

SOUTH OF MARKET LLC,
a Delaware limited liability company

By: BOSTON PROPERTIES LIMITED PARTNERSHIP, a
Delaware limited partnership, its sole member and
manager

By: BOSTON PROPERTIES INC., a Delaware Corporation,
its general partner

By: /s/ Jonathan L. Kaylor

Name: Jonathan L. Kaylor

Title: Senior Vice President

TENANT:

COMSCORE, INC.,
a Delaware corporation

By: /s/ Gregory A. Fink

Name: Gregory A. Fink

Title: Chief Financial Officer and Treasurer

EXHIBIT A

DIAGRAM OF THE PREMISES

[attached]

EXHIBIT B

WORK AGREEMENT

All capitalized terms not defined herein shall have the meaning set forth in the Amendment.

1. Authorized Representatives. Tenant designates [_____ and/or _____]¹ (“**Tenant’s Authorized Representative**”) as the person(s) authorized to approve in writing all plans, drawings, specifications, change orders, charges and approvals pursuant to this Exhibit (and the act of either of the aforementioned persons shall be sufficient to bind Tenant). Landlord designates Sharon Clayborne, Vice President, Construction (“**Landlord’s Authorized Representative**”) as the person authorized to approve in writing all plans, drawings, specifications, change orders, charges and approvals pursuant to this Exhibit, subject to any applicable partnership restrictions (and the act of the aforementioned person shall be sufficient to bind Landlord). Either party may designate a substitute Authorized Representative by written notice to the other party. Neither party shall be obligated to respond to any instructions, approvals, changes, or other communications in connection with this Exhibit from anyone claiming to act on the other party’s behalf other than their Authorized Representative. All references in this Exhibit to actions taken, approvals granted, or submissions made by either party shall mean that such actions, approvals or submissions have been taken, granted or made, in writing, by such party’s Authorized Representative acting for such party.

2. Leasehold Work. The leasehold improvements to the Premises made in connection with the Amendment (“**Leasehold Work**”) shall be designed and constructed in accordance with the terms of this Exhibit.

3. Architect and Engineers.

(a) Tenant shall engage an architect reasonably approved by Landlord, to prepare all plans for the Leasehold Work (“**Leasehold Architect**”). Landlord, at Landlord’s sole expense, separate from the Tenant Improvement Allowance, shall fund an allowance to be used by Tenant for test fit planning as set forth in Section 4(f). The Leasehold Architect will engage the base building MEP Engineer to prepare the engineering drawings related to the Leasehold Work. If the Leasehold Architect is unable to employ the base building MEP Engineer on acceptable terms, after consultation with Landlord, Tenant shall direct the Leasehold Architect to retain another qualified engineer, approved by Landlord in its sole discretion, and Leasehold Architect shall cause the chosen leasehold engineer to coordinate its drawings for the Premises with the base building MEP Engineer. The engineer so engaged by the Leasehold Architect is hereinafter referred to as the “**Leasehold Engineer.**”

(b) Tenant may employ a professional project management or construction management firm, reasonably approved by Landlord, to provide project management services with respect to the Leasehold Work, and shall pay any fees due to the project manager for such services, which fees may be paid from the Improvement Allowance (subject to the permitted application thereof pursuant to Section 6(a)).

¹ Tenant: Please provide.

4. Plans for Leasehold Work.

(a) Tenant shall cause the Leasehold Architect and the Leasehold Engineer to prepare final construction documents (“**Construction Documents**”) for the Leasehold Work, in a form approved by Tenant, for submission to Landlord for its approval. If Landlord has any comments with respect to the Construction Documents, Landlord shall use commercially reasonable efforts to make such comments known to Tenant within ten (10) business days following Landlord’s receipt of the Construction Documents. All of the Construction Documents for the Leasehold Work that have been submitted by Tenant and approved by Landlord shall be referred to herein collectively as the “**Leasehold Plans.**”

(b) All plans, drawings and documents related to the Leasehold Work (and any change orders related thereto) shall be submitted to Landlord for its approval in accordance with this Exhibit, which approval shall not be unreasonably withheld, conditioned or delayed with respect to components of the Leasehold Work that do not constitute Structural Alterations, but which approval with respect to any components of the Leasehold Work that constitute Structural Alterations, may be granted or withheld in Landlord’s sole discretion. Tenant shall incorporate into the Leasehold Work the standard building requirements and materials as identified by Landlord.

(c) Any changes to the Leasehold Plans made after Landlord’s initial review and approval must be clearly noted on the Leasehold Plans and submitted to Landlord, together with a written narrative describing the changes, for Landlord’s additional approval. Tenant shall be responsible for all costs related to the failure to identify any such changes.

(d) If Landlord requires that any submission from Tenant be modified in order to obtain Landlord’s approval, then Tenant shall resubmit revised documents, plans, specifications or other materials, as the case may be, incorporating Landlord’s requested changes, to the extent that Landlord’s approval is required by this Exhibit, and responding to any other issues or questions properly reasonably raised by Landlord in its review of any prior submission. Such submission and approval shall continue until approval is granted as submitted.

(e) Tenant shall be solely responsible to ensure that the Leasehold Plans (and each component thereof) comply with all Legal Requirements and with all design standards set forth in the Rules for Contractors attached hereto as Schedule II and Landlord’s approval thereof shall not constitute Landlord’s representation or approval that such plans comply with all applicable Legal Requirements or such design standards.

(f) Landlord shall grant Tenant an allowance in an amount equal to \$0.12 *multiplied by* the number of square feet of rentable area in the Premises to be applied toward the costs to design and prepare the Leasehold Plans.

5. Leasehold Contractor; Cost of Leasehold Improvements.

(a) Tenant shall engage a general contractor (“**Leasehold Contractor**”), to be reasonably approved by Landlord, to construct the Leasehold Work in accordance with the Leasehold Plans. All other contractors and subcontractors for the Leasehold Work shall be approved by

Landlord in writing and in advance of the performance of any work by such contractors or subcontractors. All contractors and subcontractors shall be licensed, of good reputation, have a demonstrated capability to perform quality workmanship, be experienced in performing work of the type contemplated in similar class buildings, and be bondable.

(b) The cost of the design, permitting and construction of the Leasehold Work, including without limitation, architectural and engineering fees, other design and construction consulting fees, telephone, audio-visual and security cabling and wiring, signage, moving expenses, furniture, fixtures and equipment, and other expenditures for the design and construction of the Leasehold Work, such as permits, permit expeditors, "peer review" etc., including Landlord's Construction Monitoring Fee (collectively, "**Leasehold Costs**") shall, in each case, be borne by Tenant, subject to the permitted application of the Improvement Allowance pursuant to Section 6(a).

(c) During construction of the Leasehold Work, the usage of the Building's service elevator by Tenant, the Leasehold Contractor, its subcontractors and any other contractors engaged by Tenant in connection with the Leasehold Work shall (i) be coordinated with Landlord and (ii) not interfere with the use of the service elevator by any other contractors working in the Building or any other tenants already occupying their respective premises in the Building. Tenant agrees that other tenants already occupying their respective premises in the Building shall have priority usage of the service elevator during the Building's normal business hours and any planned usage of the service elevator by Tenant or such contractors for other than moving its respective personnel (*i.e.*, for stocking materials) shall occur on an after-hours basis and shall be coordinated with Landlord's on-site property management staff. Tenant shall not be required to pay Landlord any fees or charges for use by Tenant and such contractors of the service elevator during construction of the Leasehold Work.

(d) Tenant shall cause the Leasehold Contractor to engage (or shall otherwise employ) Landlord's base building subcontractors and consultants set forth in the Rules for Contractors (each a "**Required Subcontractor**") for the design and performance of all Leasehold Work related to (i) tie-ins to the base building's fire and life-safety system and elevators, (ii) the Building's exterior envelope (including the roof and the glass and glazing systems), (iii) the base building's HVAC control system and (iv) such other portions of the Leasehold Work that would be customarily performed by a contractor or subcontractor of the same trade as any Required Subcontractor. Landlord shall exercise commercially reasonable efforts to ensure fair pricing for such work.

(e) All amounts payable by Tenant pursuant to this Exhibit shall be considered additional rent.

6. Improvement Allowance.

(a) Provided no monetary default, or non-monetary Event of Default beyond any applicable notice and cure periods, has occurred and is continuing under the Lease, Landlord shall grant Tenant an improvement allowance ("**Improvement Allowance**") in an amount equal to \$45.00 *multiplied by* the number of square feet of rentable area in the Premises, to be applied toward the Leasehold Costs. Tenant shall have access to the Improvement Allowance on the Effective Date,

subject to the disbursement requirements set forth herein. At least seventy-five percent (75%) of the Improvement Allowance shall be applied within the entire Premises toward “hard costs” (*i.e.*, the cost of demolition, construction and installation of the Leasehold Work and acquisition of the materials for the Leasehold Work). In addition, Tenant may apply up to twenty-five percent (25%) of the Improvement Allowance toward the costs of (i) audio-visual systems, security systems, furniture, fixtures, equipment, and moving expenses (“**Limited Soft Costs**”) and (ii) architectural design fees, engineering services, permitting costs, cabling, data and telephone installation and related construction management fees (the items described in clauses (i) and (ii), collectively “**Soft Costs**”); provided, however, in no event may Tenant apply more than an amount equal to \$5.00 *multiplied* by the number of square feet of rentable area in the Premises toward the Limited Soft Costs. No part of the Improvement Allowance may be applied towards signage costs or rental abatement or credits. Any portion of the Improvement Allowance that remains unreserved and unapplied by December 31, 2019 shall be deemed waived and forfeited. For purposes of this Section 6(a), Improvement Allowance funds shall be deemed reserved only to the extent that the Leasehold Work for which the Improvement Allowance funds will be applied has been completed and a disbursement requisition for such funds has been submitted to Landlord.

(b) Disbursements of the Improvement Allowance will be made by Landlord within thirty (30) days after Tenant’s submission of a requisition (together with the supporting documentation required hereunder), which requisitions shall be submitted no more frequently than monthly. Delivery to Landlord by Tenant of all the following shall be a condition precedent to Landlord’s obligation to disburse any portion of the Improvement Allowance: (i) invoices for completed portions of the Leasehold Work; (ii) conditional lien waivers for such work from all persons or entities that could file mechanics’ or materialmen’s liens against the Premises, the Building or the land on which the Building is located, with respect to all work performed or services or materials provided through the date of each such invoice (subject only to receipt of the requisitioned amount); (iii) the Leasehold Architect’s written certification that the work for which the requisition is being made has been completed in accordance with the Leasehold Plans; (iv) with respect to any Soft Costs for which Tenant has directly contracted, a certificate specifying the cost of such Soft Costs, together with evidence of such cost in the form of paid invoices, receipts and the like; (v) an updated budget for the Leasehold Work detailing the net cost to complete the Leasehold Work (*i.e.*, net of costs for the Leasehold Work previously paid); and (vi) such other documentation as may be reasonably requested by Landlord. Landlord shall make disbursements directly to Tenant’s Leasehold Contractor, Leasehold Architect or Leasehold Engineer, provided that Landlord receives written direction to make such direct payment for the applicable disbursement.

(c) Any portion of the Leasehold Costs in excess of the Improvement Allowance shall be borne by Tenant. The following provisions shall apply with respect to disbursement of the Improvement Allowance.

(i) In the event that the Leasehold Costs are equal to or less than the Improvement Allowance, then Landlord shall make disbursements of the Improvement Allowance to Tenant for the Leasehold Costs, net of previous disbursements therefrom.

(ii) In the event that the Leasehold Costs are greater than the Improvement Allowance, then Landlord shall make disbursements of the Improvement Allowance (or such portion

thereof as has not previously been disbursed) to Tenant in pro rata payments, based on the percentage of the Leasehold Work that has been completed (but not in excess of the sums actually being disbursed to the Leasehold Contractor). If the cost to construct the Leasehold Work, as adjusted by any increase or decrease in Leasehold Costs resulting from change orders, will exceed the unapplied (and unreserved) portion of the Improvement Allowance (“**Unused Allowance**”), then Landlord’s pro rata share of the requisition shall be determined by multiplying said requisition by a fraction, the numerator of which is the amount of the Unused Allowance as of the date of such requisition, and the denominator of which is the net cost to complete the Leasehold Work (*i.e.*, net of costs for the Leasehold Work previously paid) as adjusted by any increase or decrease in Leasehold Costs resulting from change orders as of such date.

(iii) Tenant shall provide Landlord monthly with a written statement evidencing the Leasehold Costs incurred to date.

(d) A retainage in an amount equal to ten percent (10%) of the Improvement Allowance shall be withheld from disbursement of the Improvement Allowance by Landlord until such time as the Close-Out Requirements set forth on Schedule I are completed.

(e) All improvements that are funded by the Improvement Allowance shall be the property of Landlord; provided, however, that upon the expiration of the Term, Tenant shall be required to remove [(i) Leasehold Work equipment and/or fixtures that the Lease expressly requires Tenant to remove pursuant to other provisions of the Lease, and (ii) all Leasehold Work equipment and/or fixtures that constitute Non-standard Improvements and of which Landlord gave notice to Tenant at the time of approval of the plans and specifications therefor that such improvements would have to be removed upon the expiration of the Term.]² Any damage and injury to the Premises or the Building caused by any such removal shall be repaired by Tenant, at Tenant’s sole expense.

7. Additional Requirements. Tenant shall comply with, or shall cause the applicable party to comply with, the following requirements in connection with the Leasehold Work.

(a) The Leasehold Contractor, its subcontractors and any other contractors engaged by Tenant in connection with the Leasehold Work shall comply with all Legal Requirements relating to employment or conditions of employment of its employees, including, without limitation, laws or regulations concerning workers’ compensation, social security, unemployment insurance, classification of employees, hours of labor, wages, working conditions, safety regulations and work practices. All work performed by Tenant, the Leasehold Contractor, its subcontractors and any other contractors engaged by Tenant in connection with the Leasehold Work shall be performed in a good and workmanlike and safe manner, in accordance with all applicable Legal Requirements and with the approved Leasehold Plans. Landlord shall have the right to cause Tenant to correct, replace or remove any improvements installed in the Premises by Tenant, the Leasehold Contractor, its subcontractors or any other contractors engaged by Tenant in connection with the Leasehold Work that do not comply with the preceding sentence.

(b) Tenant, the Leasehold Contractor, its subcontractors and any other contractors engaged by Tenant in connection with the Leasehold Work shall comply with the Rules

² Note: This is the same removal obligation per Section 9.4 of the Lease.

for Contractors attached hereto as Schedule II and with any additional or modified work rules that may be reasonably adopted by Landlord (“**Rules for Contractors**”) and shall coordinate on an ongoing basis with Landlord’s project manager and construction manager concerning construction-related matters.

(c) Tenant shall be solely responsible for the progress of construction of the Leasehold Work and for the quality or fitness thereof. Tenant shall be liable for any breakage or damage to the Building (including, without limitation, the base building systems) caused by any act or omission of Tenant, the Leasehold Contractor, its subcontractors or any other contractors engaged by Tenant in connection with the Leasehold Work and each of their respective agents or employees.

(d) Prior to the commencement of the Leasehold Work, Tenant shall (i) obtain all permits and approvals relating to the performance of the Leasehold Work required by any governmental or quasi-governmental agency (including, without limitation, any applicable design or architectural review boards or other governance boards) having jurisdiction over the Premises and deliver copies thereof to Landlord, (ii) deliver to Landlord a budget for the Leasehold Work, and (iii) deliver to Landlord certificates of insurance from the Leasehold Contractor and the applicable subcontractors (it being understood that certificates of insurance from subcontractors may be delivered after the commencement of the Leasehold Work so long as such certificates are delivered prior to the performance of the portion of the Leasehold Work applicable to such subcontractor).

(e) Prior to Tenant’s occupancy of the Premises (or the affected portion thereof, as applicable), Tenant shall obtain all permits, approvals and required final inspections relating to the lawful occupancy of the Premises (or the affected portion thereof) required by any governmental or quasi-governmental agency (including, without limitation, any applicable design or architectural review boards or other governance boards) having jurisdiction over the Premises and deliver copies thereof to Landlord.

(f) Upon completion of the Leasehold Work, Tenant and the Leasehold Contractor shall comply with, and provide Landlord with the documents and materials set forth in, the close-out requirements as set forth on Schedule I attached hereto.

8. Construction Oversight Fee; Third Party Costs.

(a) Tenant shall pay to Landlord a construction oversight fee (“**Construction Oversight Fee**”) in an amount equal to \$2,500.00, which shall be paid from the Improvement Allowance.

(b) Tenant shall pay to Landlord the reasonable, actual out-of-pocket costs incurred by Landlord for disciplines or trades that are not currently within Landlord’s capacity to perform in-house (*e.g.*, structural engineering and MEP engineering) in connection with the review and approval of the Leasehold Plans (and any changes thereto) and in connection with the supervision of the performance of the Leasehold Work (capped at \$2,500.00, per Section 8(a)), which may be paid from the Improvement Allowance (subject to the permitted application thereof pursuant to Section 6(a)).

Schedules to Exhibit B:

Schedule I Close-Out Requirements
Schedule II Rules for Contractors

SCHEDULE I

CLOSE-OUT REQUIREMENTS

The following items are required from the general contractor prior to final payment being made:

1. Two (2) complete sets of all Operations and Maintenance Manuals with an index, as specified in the project manuals. The sets should consist of one (1) bound in notebooks and one (1) PDF copy.
2. Two (2) sets of final, for-record, black line prints including architectural, structural, plumbing, fire protection, elevator, mechanical, and electrical drawings. The set should consist of one (1) PDF copy and one (1) hard copy. The drawings must include modifications made to the specifications, schedules and details and all changes initiated by requests for information and field orders.
3. All original building permits and Non-Residential Use permits, or occupancy permits.
4. Final Releases of Liens from the general contractor and all subcontractors.
5. Two (2) copies of all warranties, including an approved roof warranty, if appropriate, with a corresponding warranty log. One (1) copy should be bound in notebooks and one (1) copy in PDF format.
6. One (1) complete PDF set of all approved submittals and shop drawings and a copy of the final submittal log.
7. A complete list of all subcontractors and suppliers with addresses, phone numbers and contact persons. Also, a listing of all vendors, including names, addresses, phone numbers and contact persons that will be providing warranty service during the warranty periods.
8. Two (2) copies of an as-built finish schedule suitable for quick reference.
9. Two (2) copies of NEBB certified air and water balancing reports, including as-built air balance drawings identifying AHU's, VAV boxes, and air diffusers by NEBB numbering system. One (1) copy should be in PDF file format and once copy should set of black line prints.
10. One (1) completed "Subcontractor/Supplier/Vendor Compliance Certification" form indicating compliance with all relevant and applicable Federal procurement laws, regulations, terms and conditions.
11. When the general contractor considers the work to be ready for final acceptance, written certification shall be submitted stating the following:
 - (a) Work has been completed in accordance with the Contract Documents;

- (b) All punch list items and other deficiencies identified by the Certificate of Substantial Completion have been corrected;
- (c) Work has been inspected for compliance with Contract Documents;
- (d) All mechanical and electrical equipment and systems have been tested in the presence of the Owner's representative and are operational; and
- (e) Final, for record drawings have been reviewed and are accurate.

Note: All electronic copies are to be distributed on USB flashdrive(s).

SCHEDULE II

RULES FOR CONTRACTORS

[attached]

COMSCORE, INC.

Restricted Stock Units Award Notice

This RESTRICTED STOCK UNITS AWARD NOTICE (this “**Notice**”) is made as of _____, 20__, by and between comScore, Inc., a Delaware corporation (the “**Company**”), and _____ (the “**Grantee**”).

1. **Certain Definitions.** Capitalized terms used, but not otherwise defined, in this Notice will have the meanings given to such terms in the comScore, Inc. 2018 Equity and Incentive Compensation Plan (the “**Plan**”).

2. **Grant of RSUs.** Subject to and upon the terms, conditions and restrictions set forth in this Notice and in the Plan, pursuant to authorization under a resolution of the Committee, the Company has granted to the Grantee as of _____, 20__ (the “**Date of Grant**”) _____ Restricted Stock Units (“**RSUs**”). Each RSU shall represent the right of the Grantee to receive one share of Common Stock subject to and upon the terms and conditions of this Notice.

3. **Restrictions on Transfer of RSUs.** Subject to Section 15 of the Plan, neither the RSUs evidenced hereby nor any interest therein or in the Common Stock underlying such RSUs shall be transferable prior to payment to the Grantee pursuant to **Section 5** hereof other than by will or pursuant to the laws of descent and distribution.

4. **Vesting of RSUs.** The RSUs covered by this Notice shall become nonforfeitable and payable to the Grantee pursuant to **Section 5** hereof in substantially equal installments on each of _____, 20__, _____, 20__ and _____, 20__ if the Grantee remains in the continuous employment of the Company or a Subsidiary until each such date (the period from the Date of Grant until _____, 20__, the “**Vesting Period**”). Subject to the terms of the Plan, and except as otherwise provided in any employment, severance, change in control or similar agreement between the Grantee and the Company or any Subsidiary, RSUs that do not so become nonforfeitable will be forfeited, including if the Grantee ceases to be continuously employed by the Company or a Subsidiary prior to the end of the Vesting Period. For purposes of this Notice, “continuously employed” (or substantially similar terms) means the absence of any interruption or termination of the Grantee’s employment with the Company or a Subsidiary. Continuous employment shall not be considered interrupted or terminated in the case of transfers between locations of the Company and its Subsidiaries.

5. **Form and Time of Payment of RSUs.**

- (a) Payment for the RSUs, after and to the extent they have become nonforfeitable, shall be made in the form of Common Stock. Payment shall be made as soon as administratively practicable following the date that the RSUs become nonforfeitable pursuant to **Section 4** hereof (but, unless the Grantee enters into a deferral arrangement in accordance with procedures established by the Company, in no event later than required to satisfy the short-term deferral exemption under Section 409A of the Code).

- (b) The Company's obligations to the Grantee with respect to the RSUs will be satisfied in full upon the issuance of Common Stock corresponding to such RSUs.

6. **Dividend Equivalents; Voting and Other Rights.**

- (a) The Grantee shall have no rights of ownership in the Common Stock underlying the RSUs and no right to vote the Common Stock underlying the RSUs until the date on which the Common Stock underlying the RSUs is issued or transferred to the Grantee pursuant to **Section 5** above.
- (b) From and after the Date of Grant and until the earlier of (i) the time when the RSUs become nonforfeitable and are paid in accordance with **Section 5** hereof or (ii) the time when the Grantee's right to receive Common Stock in payment of the RSUs is forfeited in accordance with **Section 4** hereof, on the date that the Company pays a cash dividend (if any) to holders of Common Stock generally, the Grantee shall be credited with cash per RSU equal to the amount of such dividend. Any amounts credited pursuant to the immediately preceding sentence shall be subject to the same applicable terms and conditions (including vesting, payment and forfeitability) as apply to the RSUs based on which the dividend equivalents were credited, and such amounts shall be paid in cash at the same time as the RSUs to which they relate.
- (c) The obligations of the Company under this Notice will be merely that of an unfunded and unsecured promise of the Company to deliver Common Stock in the future, and the rights of the Grantee will be no greater than that of an unsecured general creditor. No assets of the Company will be held or set aside as security for the obligations of the Company under this Notice.

7. **Adjustments.** The RSUs and the number of shares of Common Stock issuable for each RSU, and the other terms and conditions of the grant evidenced by this Notice, are subject to mandatory adjustment, including as provided in Section 11 of the Plan.

8. **Withholding Taxes.** To the extent that the Company is required to withhold federal, state, local or foreign taxes or other amounts in connection with the delivery to the Grantee of Common Stock or any other payment to the Grantee or any other payment or vesting event under this Notice, the Grantee agrees that the Grantee will satisfy such requirement in a manner determined by the Committee prior to any payment to the Grantee, including but not limited to a "sell to cover" transaction through a bank or broker. It shall be a condition to the obligation of the Company to make any such delivery or payment that the Grantee has satisfied such requirement in the form or manner specified by the Company. In no event will the market value of the Common Stock to be withheld, sold and/or delivered pursuant to this **Section 8** to satisfy applicable withholding taxes exceed the maximum amount of taxes or other amounts that could be required to be withheld.

9. **Compliance With Law.** The Company shall make reasonable efforts to comply with all applicable federal and state securities laws; provided, however, notwithstanding any other

provision of the Plan and this Notice, the Company shall not be obligated to issue any Common Stock pursuant to this Notice if the issuance thereof would result in a violation of any such law.

10. **Compliance With or Exemption From Section 409A of the Code.** To the extent applicable, it is intended that this Notice and the Plan comply with or be exempt from the provisions of Section 409A of the Code. This Notice and the Plan shall be administered in a manner consistent with this intent, and any provision that would cause this Notice or the Plan to fail to satisfy Section 409A of the Code shall have no force or effect until amended to comply with or be exempt from Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of the Grantee).

11. **Interpretation.** Any reference in this Notice to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance, promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service.

12. **No Right to Future Awards or Employment.** The grant of the RSUs under this Notice to the Grantee is a voluntary, discretionary award being made on a one-time basis and it does not constitute a commitment to make any future awards. The grant of the RSUs and any payments made hereunder will not be considered salary or other compensation for purposes of any severance pay or similar allowance, except as otherwise required by law. Nothing contained in this Notice shall confer upon the Grantee any right to be employed or remain employed by the Company or any of its Subsidiaries, nor limit or affect in any manner the right of the Company or any of its Subsidiaries to terminate the employment or adjust the compensation of the Grantee.

13. **Relation to Other Benefits.** Any economic or other benefit to the Grantee under this Notice or the Plan shall not be taken into account in determining any benefits to which the Grantee may be entitled under any profit-sharing, retirement or other benefit or compensation plan maintained by the Company or any of its Subsidiaries and shall not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or any of its Subsidiaries.

14. **Amendments.** Any amendment to the Plan shall be deemed to be an amendment to this Notice to the extent that the amendment is applicable hereto; provided, however, that (a) no amendment shall adversely affect the rights of the Grantee under this Notice without the Grantee's written consent, and (b) the Grantee's consent shall not be required to an amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code or Section 10D of the Exchange Act.

15. **Severability.** In the event that one or more of the provisions of this Notice shall be invalidated for any reason by a court of competent jurisdiction, any provision so invalidated shall be deemed to be separable from the other provisions hereof, and the remaining provisions hereof shall continue to be valid and fully enforceable.

16. **Relation to Plan.** This Notice is subject to the terms and conditions of the Plan. In the event of any inconsistency between the provisions of this Notice and the Plan, the Plan shall govern. The Committee acting pursuant to the Plan, as constituted from time to time, shall, except

as expressly provided otherwise herein or in the Plan, have the right to determine any questions which arise in connection with this Notice. Notwithstanding anything in this Notice to the contrary, the Grantee acknowledges and agrees that this Notice and the award described herein are subject to the terms and conditions of the Company's clawback policy (if any) as may be in effect from time to time specifically to implement Section 10D of the Exchange Act and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the Common Stock may be traded).

17. **Electronic Delivery.** The Company may, in its sole discretion, deliver any documents related to the RSUs and the Grantee's participation in the Plan, or future awards that may be granted under the Plan, by electronic means or request the Grantee's consent to participate in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an online or electronic system established and maintained by the Company or another third party designated by the Company.

18. **Governing Law.** This Notice shall be governed by and construed with the internal substantive laws of the State of Delaware, without giving effect to any principle of law that would result in the application of the law of any other jurisdiction.

19. **Successors and Assigns.** Without limiting **Section 3** hereof, the provisions of this Notice shall inure to the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of the Grantee, and the successors and assigns of the Company.

20. **Acknowledgement.** The Grantee acknowledges that the Grantee (a) has received a copy of the Plan, (b) has had an opportunity to review the terms of this Notice and the Plan, (c) understands the terms and conditions of this Notice and the Plan and (d) agrees to such terms and conditions.

COMSCORE, INC.

Restricted Stock Units and Common Stock Award Notice

This RESTRICTED STOCK UNITS AND COMMON STOCK AWARD NOTICE (this “*Notice*”) is made as of _____, 20__, by and between comScore, Inc., a Delaware corporation (the “*Company*”), and _____ (the “*Grantee*”).

1. **Certain Definitions.** Capitalized terms used, but not otherwise defined, in this Notice will have the meanings given to such terms in the comScore, Inc. 2018 Equity and Incentive Compensation Plan (the “*Plan*”).

2. **RSUs.**

(a) **Grant of RSUs.** Subject to and upon the terms, conditions and restrictions set forth in this Notice and in the Plan, pursuant to authorization under a resolution of the Committee, the Company has granted to the Grantee as of _____, 20__ (the “*Date of Grant*”) _____ Restricted Stock Units (“*RSUs*”). Each RSU shall represent the right of the Grantee to receive one share of Common Stock subject to and upon the terms and conditions of this Notice.

(b) **Restrictions on Transfer of RSUs.** Subject to Section 15 of the Plan, neither the RSUs evidenced hereby nor any interest therein or in the Common Stock underlying such RSUs shall be transferable prior to payment to the Grantee pursuant to **Section 2(d)** hereof other than by will or pursuant to the laws of descent and distribution.

(c) **Vesting of RSUs.** The RSUs covered by this Notice shall become nonforfeitable and payable to the Grantee pursuant to **Section 2(d)** hereof in substantially equal installments on each of _____, 20__, _____, 20__ and _____, 20__ if the Grantee remains in the continuous employment of the Company or a Subsidiary until each such date (the period from the Date of Grant until _____, 20__, the “*Vesting Period*”). Subject to the terms of the Plan, and except as otherwise provided in any employment, severance, change in control or similar agreement between the Grantee and the Company or any Subsidiary, RSUs that do not so become nonforfeitable will be forfeited, including if the Grantee ceases to be continuously employed by the Company or a Subsidiary prior to the end of the Vesting Period. For purposes of this Notice, “continuously employed” (or substantially similar terms) means the absence of any interruption or termination of the Grantee’s employment with the Company or a Subsidiary. Continuous employment shall not be considered interrupted or terminated in the case of transfers between locations of the Company and its Subsidiaries.

(d) **Form and Time of Payment of RSUs.**

(i) Payment for the RSUs, after and to the extent they have become nonforfeitable, shall be made in the form of Common Stock. Payment shall

be made as soon as administratively practicable following the date that the RSUs become nonforfeitable pursuant to **Section 2(c)** hereof (but, unless the Grantee enters into a deferral arrangement in accordance with procedures established by the Company, in no event later than required to satisfy the short-term deferral exemption under Section 409A of the Code).

- (ii) The Company's obligations to the Grantee with respect to the RSUs will be satisfied in full upon the issuance of Common Stock corresponding to such RSUs.

(e) **Dividend Equivalents; Voting and Other Rights.**

- (i) The Grantee shall have no rights of ownership in the Common Stock underlying the RSUs and no right to vote the Common Stock underlying the RSUs until the date on which the Common Stock underlying the RSUs is issued or transferred to the Grantee pursuant to **Section 2(d)** above.
- (ii) From and after the Date of Grant and until the earlier of (A) the time when the RSUs become nonforfeitable and are paid in accordance with **Section 2(d)** hereof or (B) the time when the Grantee's right to receive Common Stock in payment of the RSUs is forfeited in accordance with **Section 2(c)** hereof, on the date that the Company pays a cash dividend (if any) to holders of Common Stock generally, the Grantee shall be credited with cash per RSU equal to the amount of such dividend. Any amounts credited pursuant to the immediately preceding sentence shall be subject to the same applicable terms and conditions (including vesting, payment and forfeitability) as apply to the RSUs based on which the dividend equivalents were credited, and such amounts shall be paid in cash at the same time as the RSUs to which they relate.
- (iii) The obligations of the Company under this Notice with respect to the RSUs will be merely that of an unfunded and unsecured promise of the Company to deliver Common Stock in the future, and the rights of the Grantee with respect to the RSUs will be no greater than that of an unsecured general creditor. No assets of the Company will be held or set aside as security for the obligations of the Company under this Notice.

- (f) **Adjustments.** The RSUs and the number of shares of Common Stock issuable for each RSU, and the other terms and conditions of the grant of RSUs evidenced by this Notice, are subject to mandatory adjustment, including as provided in Section 11 of the Plan.

3. **Common Shares.**

- (a) **Grant of Common Stock.** Subject to and upon the terms, conditions and restrictions set forth in this Notice, pursuant to authorization under a resolution of the Committee,

the Company has granted to the Grantee as of the Date of Grant _____ shares of Common Stock (the “**Common Shares**”) pursuant to Section 9 of the Plan in accordance with the terms of this Notice and the Plan.

- (b) **Rights as a Shareholder.** Upon delivery pursuant to **Section 3(c)**, the Grantee shall have all the rights of a shareholder with respect to the Common Shares.
- (c) **Payment of Common Shares.** Payment of the Common Shares shall be made in the form of shares of Common Stock between August 1, 2018 and December 31, 2018. For the avoidance of doubt, the Common Shares are nonforfeitable and are not subject to a continued service requirement.
- 4. **Withholding Taxes.** To the extent that the Company is required to withhold federal, state, local or foreign taxes or other amounts in connection with the delivery to the Grantee of Common Stock or any other payment to the Grantee or any other payment or vesting event under this Notice, the Grantee agrees that the Grantee will satisfy such requirement in a manner determined by the Committee prior to any payment to the Grantee, including but not limited to a “sell to cover” transaction through a bank or broker. It shall be a condition to the obligation of the Company to make any such delivery or payment that the Grantee has satisfied such requirement in the form or manner specified by the Company. In no event will the market value of the Common Stock to be withheld, sold and/or delivered pursuant to this **Section 4** to satisfy applicable withholding taxes exceed the maximum amount of taxes or other amounts that could be required to be withheld.
- 5. **Compliance With Law.** The Company shall make reasonable efforts to comply with all applicable federal and state securities laws; provided, however, notwithstanding any other provision of the Plan and this Notice, the Company shall not be obligated to issue any Common Stock pursuant to this Notice if the issuance thereof would result in a violation of any such law.
- 6. **Compliance With or Exemption From Section 409A of the Code.** To the extent applicable, it is intended that this Notice and the Plan comply with or be exempt from the provisions of Section 409A of the Code. This Notice and the Plan shall be administered in a manner consistent with this intent, and any provision that would cause this Notice or the Plan to fail to satisfy Section 409A of the Code shall have no force or effect until amended to comply with or be exempt from Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of the Grantee).
- 7. **Interpretation.** Any reference in this Notice to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance, promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service.

8. **No Right to Future Awards or Employment.** The grants of Common Shares and RSUs under this Notice to the Grantee are voluntary, discretionary awards being made on a one-time basis and they do not constitute a commitment to make any future awards. The grants of Common Shares and RSUs and any payments made hereunder will not be considered salary or other compensation for purposes of any severance pay or similar allowance, except as otherwise required by law. Nothing contained in this Notice shall confer upon the Grantee any right to be employed or remain employed by the Company or any of its Subsidiaries, nor limit or affect in any manner the right of the Company or any of its Subsidiaries to terminate the employment or adjust the compensation of the Grantee.

9. **Relation to Other Benefits.** Any economic or other benefit to the Grantee under this Notice or the Plan shall not be taken into account in determining any benefits to which the Grantee may be entitled under any profit-sharing, retirement or other benefit or compensation plan maintained by the Company or any of its Subsidiaries and shall not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or any of its Subsidiaries.

10. **Amendments.** Any amendment to the Plan shall be deemed to be an amendment to this Notice to the extent that the amendment is applicable hereto; provided, however, that (a) no amendment shall adversely affect the rights of the Grantee under this Notice without the Grantee's written consent, and (b) the Grantee's consent shall not be required to an amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code or Section 10D of the Exchange Act.

11. **Severability.** In the event that one or more of the provisions of this Notice shall be invalidated for any reason by a court of competent jurisdiction, any provision so invalidated shall be deemed to be separable from the other provisions hereof, and the remaining provisions hereof shall continue to be valid and fully enforceable.

12. **Relation to Plan.** This Notice is subject to the terms and conditions of the Plan. In the event of any inconsistency between the provisions of this Notice and the Plan, the Plan shall govern. The Committee acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein or in the Plan, have the right to determine any questions which arise in connection with this Notice. Notwithstanding anything in this Notice to the contrary, the Grantee acknowledges and agrees that this Notice and the award described herein are subject to the terms and conditions of the Company's clawback policy (if any) as may be in effect from time to time specifically to implement Section 10D of the Exchange Act and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the Common Stock may be traded).

13. **Electronic Delivery.** The Company may, in its sole discretion, deliver any documents related to the Common Shares, the RSUs and the Grantee's participation in the Plan, or future awards that may be granted under the Plan, by electronic means or request the Grantee's consent to participate in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an

online or electronic system established and maintained by the Company or another third party designated by the Company.

14. **Governing Law.** This Notice shall be governed by and construed with the internal substantive laws of the State of Delaware, without giving effect to any principle of law that would result in the application of the law of any other jurisdiction.

15. **Successors and Assigns.** Without limiting **Section 2(b)** hereof, the provisions of this Notice shall inure to the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of the Grantee, and the successors and assigns of the Company.

16. **Acknowledgement.** The Grantee acknowledges that the Grantee (a) has received a copy of the Plan, (b) has had an opportunity to review the terms of this Notice and the Plan, (c) understands the terms and conditions of this Notice and the Plan and (d) agrees to such terms and conditions.

COMSCORE, INC.

Restricted Stock Units Award Notice

This RESTRICTED STOCK UNITS AWARD NOTICE (this “**Notice**”) is made as of _____, 20__, by and between comScore, Inc., a Delaware corporation (the “**Company**”), and _____ (the “**Grantee**”).

1. **Certain Definitions.** Capitalized terms used, but not otherwise defined, in this Notice will have the meanings given to such terms in the comScore, Inc. 2018 Equity and Incentive Compensation Plan (the “**Plan**”).

2. **Grant of RSUs.** Subject to and upon the terms, conditions and restrictions set forth in this Notice and in the Plan, pursuant to authorization under a resolution of the Committee, the Company has granted to the Grantee as of _____, 20__ (the “**Date of Grant**”) _____ Restricted Stock Units (“**RSUs**”). Each RSU shall represent the right of the Grantee to receive one share of Common Stock subject to and upon the terms and conditions of this Notice.

3. **Restrictions on Transfer of RSUs.** Subject to Section 15 of the Plan, neither the RSUs evidenced hereby nor any interest therein or in the Common Stock underlying such RSUs shall be transferable prior to payment to the Grantee pursuant to **Section 5** hereof other than by will or pursuant to the laws of descent and distribution.

4. **Vesting of RSUs.**

(a) **Normal Vesting.** The RSUs covered by this Notice shall become nonforfeitable and payable to the Grantee pursuant to **Section 5** hereof on the earlier of June 30, 2019 and the date of the Company’s 2019 annual meeting of stockholders if the Grantee remains a member of the Board until such applicable date (the period from the Date of Grant until such applicable date, the “**Vesting Period**”). Subject to the terms of the Plan, and except as otherwise provided in **Section 4(b)**, RSUs that do not so become nonforfeitable will be forfeited, including if the Grantee ceases to serve on the Board prior to the end of the Vesting Period.

(b) **Change in Control.** Notwithstanding **Section 4(a)** to the contrary, the RSUs covered by this Notice shall become nonforfeitable and payable to the Grantee pursuant to **Section 5** hereof on the date of a Change in Control that occurs prior to the end of the Vesting Period if the Grantee remains a member of the Board until such date.

5. **Form and Time of Payment of RSUs.**

(a) Payment for the RSUs, after and to the extent they have become nonforfeitable (“**Vested RSUs**”), shall be made in the form of Common Stock. To the extent the RSUs are Vested RSUs on the dates set forth below and to the extent such Vested RSUs have not previously been settled, the Company will settle such Vested RSUs as follows:

- (i) As soon as administratively practicable following (but no later than thirty (30) days following) the date of the Grantee's "separation from service" with the Company and its Subsidiaries within the meaning of Section 409A(a)(2)(A)(i) of the Code, payment of the Vested RSUs shall be made to the Grantee; and
 - (ii) On the date of a Change in Control, payment of the Vested RSUs shall be made to the Grantee; provided, however, that if such Change in Control would not qualify as a permissible date of distribution under Section 409A(a)(2)(A) of the Code and the regulations thereunder, and where Section 409A of the Code applies to such distribution, the Participant is entitled to receive the corresponding payment on the date that would have otherwise applied pursuant to this **Section 5** as though such Change in Control had not occurred.
- (b) If the RSUs become payable on the Grantee's "separation from service" with the Company and its Subsidiaries within the meaning of Section 409A(a)(2)(A)(i) of the Code and the Grantee is a "specified employee" as determined pursuant to procedures adopted by the Company in compliance with Section 409A of the Code, then, to the extent necessary to comply with Section 409A of the Code, payment for the RSUs shall be made on the earlier of the first day of the seventh month after the date of the Grantee's "separation from service" with the Company and its Subsidiaries within the meaning of Section 409A(a)(2)(A)(i) of the Code or the Grantee's death.
- (c) The Company's obligations to the Grantee with respect to the RSUs will be satisfied in full upon the issuance of Common Stock corresponding to such RSUs.

6. **Dividend Equivalents; Voting and Other Rights.**

- (a) The Grantee shall have no rights of ownership in the Common Stock underlying the RSUs and no right to vote the Common Stock underlying the RSUs until the date on which the Common Stock underlying the RSUs is issued or transferred to the Grantee pursuant to **Section 5** above.
- (b) From and after the Date of Grant and until the earlier of (i) the time when the RSUs become nonforfeitable and are paid in accordance with **Section 5** hereof or (ii) the time when the Grantee's right to receive Common Stock in payment of the RSUs is forfeited in accordance with **Section 4** hereof, on the date that the Company pays a cash dividend (if any) to holders of Common Stock generally, the Grantee shall be credited with cash per RSU equal to the amount of such dividend. Any amounts credited pursuant to the immediately preceding sentence shall be subject to the same applicable terms and conditions (including vesting, payment and forfeitability) as apply to the RSUs based on which the dividend equivalents were credited, and such amounts shall be paid in cash at the same time as the RSUs to which they relate.
- (c) The obligations of the Company under this Notice will be merely that of an unfunded and unsecured promise of the Company to deliver Common Stock in the future, and

the rights of the Grantee will be no greater than that of an unsecured general creditor. No assets of the Company will be held or set aside as security for the obligations of the Company under this Notice.

7. **Adjustments.** The RSUs and the number of shares of Common Stock issuable for each RSU, and the other terms and conditions of the grant evidenced by this Notice, are subject to mandatory adjustment, including as provided in Section 11 of the Plan.
8. **Taxes.** The Grantee will be solely responsible for the payment of all taxes that arise with respect to the granting and payment of the RSUs, including the payment of any shares of Common Stock.
9. **Compliance With Law.** The Company shall make reasonable efforts to comply with all applicable federal and state securities laws; provided, however, notwithstanding any other provision of the Plan and this Notice, the Company shall not be obligated to issue any Common Stock pursuant to this Notice if the issuance thereof would result in a violation of any such law.
10. **Compliance With or Exemption From Section 409A of the Code.** To the extent applicable, it is intended that this Notice and the Plan comply with the provisions of Section 409A of the Code. This Notice and the Plan shall be administered in a manner consistent with this intent, and any provision that would cause this Notice or the Plan to fail to satisfy Section 409A of the Code shall have no force or effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of the Grantee).
11. **Interpretation.** Any reference in this Notice to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance, promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service.
12. **No Right to Future Awards or Board Membership.** The grant of the RSUs under this Notice to the Grantee is a voluntary, discretionary award being made on a one-time basis and it does not constitute a commitment to make any future awards. Nothing contained in this Notice shall confer upon the Grantee any right to continued service as a member of the Board.
13. **Amendments.** Any amendment to the Plan shall be deemed to be an amendment to this Notice to the extent that the amendment is applicable hereto; provided, however, that (a) no amendment shall adversely affect the rights of the Grantee under this Notice without the Grantee's written consent, and (b) the Grantee's consent shall not be required to an amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code.
14. **Severability.** In the event that one or more of the provisions of this Notice shall be invalidated for any reason by a court of competent jurisdiction, any provision so invalidated shall

be deemed to be separable from the other provisions hereof, and the remaining provisions hereof shall continue to be valid and fully enforceable.

15. **Relation to Plan.** This Notice is subject to the terms and conditions of the Plan. In the event of any inconsistency between the provisions of this Notice and the Plan, the Plan shall govern. The Committee acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein or in the Plan, have the right to determine any questions which arise in connection with this Notice.

16. **Electronic Delivery.** The Company may, in its sole discretion, deliver any documents related to the RSUs and the Grantee's participation in the Plan, or future awards that may be granted under the Plan, by electronic means or request the Grantee's consent to participate in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an online or electronic system established and maintained by the Company or another third party designated by the Company.

17. **Governing Law.** This Notice shall be governed by and construed with the internal substantive laws of the State of Delaware, without giving effect to any principle of law that would result in the application of the law of any other jurisdiction.

18. **Successors and Assigns.** Without limiting **Section 3** hereof, the provisions of this Notice shall inure to the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of the Grantee, and the successors and assigns of the Company.

19. **Acknowledgement.** The Grantee acknowledges that the Grantee (a) has received a copy of the Plan, (b) has had an opportunity to review the terms of this Notice and the Plan, (c) understands the terms and conditions of this Notice and the Plan and (d) agrees to such terms and conditions.

COMSCORE, INC.

Common Stock Award Notice

This COMMON STOCK AWARD NOTICE (this “**Notice**”) is made as of _____, 2018, by and between comScore, Inc., a Delaware corporation (the “**Company**”), and _____ (the “**Grantee**”).

1. **Certain Definitions.** Capitalized terms used, but not otherwise defined, in this Notice will have the meanings given to such terms in the comScore, Inc. 2018 Equity and Incentive Compensation Plan (the “**Plan**”).

2. **Grant of Common Stock.** Subject to and upon the terms, conditions and restrictions set forth in this Notice, pursuant to authorization under a resolution of the Committee, the Company has granted to the Grantee as of _____, 2018 (the “**Date of Grant**”) _____ shares of Common Stock (the “**Common Shares**”) pursuant to Section 9 of the Plan in accordance with the terms of this Notice and the Plan.

3. **Rights as a Shareholder.** Upon delivery pursuant to **Section 4**, the Grantee shall have all the rights of a shareholder with respect to the Common Shares.

4. **Payment of Common Shares.** Payment of the Common Shares shall be made in the form of shares of Common Stock between August 1, 2018 and December 31, 2018. For the avoidance of doubt, the Common Shares are nonforfeitable and are not subject to a continued service requirement.

5. **Withholding Taxes.** To the extent that the Company is required to withhold federal, state, local or foreign taxes or other amounts in connection with the delivery to the Grantee of Common Stock or any other payment to the Grantee or any other payment or vesting event under this Notice, the Grantee agrees that the Grantee will satisfy such requirement in a manner determined by the Committee prior to any payment to the Grantee, including but not limited to a “sell to cover” transaction through a bank or broker. It shall be a condition to the obligation of the Company to make any such delivery or payment that the Grantee has satisfied such requirement in the form or manner specified by the Company. In no event will the market value of the Common Stock to be withheld, sold and/or delivered pursuant to this **Section 5** to satisfy applicable withholding taxes exceed the maximum amount of taxes or other amounts that could be required to be withheld.

6. **Compliance With Law.** The Company shall make reasonable efforts to comply with all applicable federal and state securities laws; provided, however, that notwithstanding any other provision of the Plan and this Notice, the Company shall not be obligated to issue any Common Stock pursuant to this Notice if the issuance thereof would result in a violation of any such law.

7. **Compliance With or Exemption From Section 409A of the Code.** To the extent applicable, it is intended that this Notice and the Plan comply with or be exempt from the provisions of Section 409A of the Code. This Notice and the Plan shall be administered in a manner consistent with this intent, and any provision that would cause this Notice or the Plan to fail to satisfy Section 409A of the Code shall have no force or effect until amended to comply with or be exempt from Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section

409A of the Code and may be made by the Company without the consent of the Grantee). Any reference in this Notice to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance, promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service.

8. **No Right to Future Awards or Employment.** The grant of the Common Shares under this Notice to the Grantee is a voluntary, discretionary award being made on a one-time basis and it does not constitute a commitment to make any future awards. The grant of the Common Shares and any payments made hereunder will not be considered salary or other compensation for purposes of any severance pay or similar allowance, except as otherwise required by law. Nothing contained in this Notice shall confer upon the Grantee any right to be employed or remain employed by the Company or any of its Subsidiaries, nor limit or affect in any manner the right of the Company or any of its Subsidiaries to terminate the employment or adjust the compensation of the Grantee.

9. **Relation to Other Benefits.** Any economic or other benefit to the Grantee under this Notice or the Plan shall not be taken into account in determining any benefits to which the Grantee may be entitled under any profit-sharing, retirement or other benefit or compensation plan maintained by the Company or any of its Subsidiaries and shall not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or any of its Subsidiaries.

10. **Amendments.** Any amendment to the Plan shall be deemed to be an amendment to this Notice to the extent that the amendment is applicable hereto; provided, however, that (a) no amendment shall adversely affect the rights of the Grantee under this Notice without the Grantee's written consent, and (b) the Grantee's consent shall not be required to an amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code or Section 10D of the Exchange Act.

11. **Severability.** In the event that one or more of the provisions of this Notice shall be invalidated for any reason by a court of competent jurisdiction, any provision so invalidated shall be deemed to be separable from the other provisions hereof, and the remaining provisions hereof shall continue to be valid and fully enforceable.

12. **Relation to Plan.** This Notice is subject to the terms and conditions of the Plan. In the event of any inconsistency between the provisions of this Notice and the Plan, the Plan shall govern. The Committee acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein or in the Plan, have the right to determine any questions which arise in connection with this Notice. Notwithstanding anything in this Notice to the contrary, the Grantee acknowledges and agrees that this Notice and the award described herein are subject to the terms and conditions of the Company's clawback policy (if any) as may be in effect from time to time specifically to implement Section 10D of the Exchange Act and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the Common Stock may be traded).

13. **Electronic Delivery.** The Company may, in its sole discretion, deliver any documents related to the Common Shares and the Grantee's participation in the Plan, or future awards that may be granted under the Plan, by electronic means or request the Grantee's consent

to participate in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an online or electronic system established and maintained by the Company or another third party designated by the Company.

14. **Governing Law.** This Notice shall be governed by and construed with the internal substantive laws of the State of Delaware, without giving effect to any principle of law that would result in the application of the law of any other jurisdiction.

15. **Successors and Assigns.** The provisions of this Notice shall inure to the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of the Grantee, and the successors and assigns of the Company.

16. **Acknowledgement.** The Grantee acknowledges that the Grantee (a) has received a copy of the Plan, (b) has had an opportunity to review the terms of this Notice and the Plan, (c) understands the terms and conditions of this Notice and the Plan and (d) agrees to such terms and conditions.

COMSCORE, INC.

Common Stock Award Notice

This COMMON STOCK AWARD NOTICE (this “**Notice**”) is made as of _____, 2018, by and between comScore, Inc., a Delaware corporation (the “**Company**”), and _____ (the “**Grantee**”).

1. **Certain Definitions.** Capitalized terms used, but not otherwise defined, in this Notice will have the meanings given to such terms in the comScore, Inc. 2018 Equity and Incentive Compensation Plan (the “**Plan**”).

2. **Grant of Common Stock.** Subject to and upon the terms, conditions and restrictions set forth in this Notice, pursuant to authorization under a resolution of the Committee, the Company has granted to the Grantee as of _____, 2018 (the “**Date of Grant**”) _____ shares of Common Stock (the “**Common Shares**”) pursuant to Section 9 of the Plan in accordance with the terms of this Notice and the Plan.

3. **Rights as a Shareholder.** Upon delivery pursuant to **Section 4**, the Grantee shall have all the rights of a shareholder with respect to the Common Shares.

4. **Payment of Common Shares.** Payment of the Common Shares shall be made in the form of shares of Common Stock between August 1, 2018 and December 31, 2018. For the avoidance of doubt, the Common Shares are nonforfeitable and are not subject to a continued service requirement.

5. **Taxes.** The Grantee will be solely responsible for the payment of all taxes that arise with respect to the Common Shares.

6. **Compliance With Law.** The Company shall make reasonable efforts to comply with all applicable federal and state securities laws; provided, however, that notwithstanding any other provision of the Plan and this Notice, the Company shall not be obligated to issue any shares of Common Stock pursuant to this Notice if the issuance thereof would result in a violation of any such law.

7. **Compliance With Section 409A of the Code.** To the extent applicable, it is intended that this Notice and the Plan comply with the provisions of Section 409A of the Code. This Notice and the Plan shall be administered in a manner consistent with this intent, and any provision that would cause this Notice or the Plan to fail to satisfy Section 409A of the Code shall have no force or effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of the Grantee). Any reference in this Notice to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance, promulgated with respect to such section by the U.S. Department of the Treasury or the Internal Revenue Service.

8. **No Right to Future Awards or Board Membership.** The grant of the Common Shares to the Grantee is a voluntary, discretionary award being made on a one-time basis and it

does not constitute a commitment to make any future awards. Nothing contained in this Notice shall confer upon the Grantee any right to continued service as a member of the Board.

9. **Amendments**. Any amendment to the Plan shall be deemed to be an amendment to this Notice to the extent that the amendment is applicable hereto; provided, however, that (a) no amendment shall adversely affect the rights of the Grantee under this Notice without the Grantee's written consent, and (b) the Grantee's consent shall not be required to an amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code.

10. **Severability**. In the event that one or more of the provisions of this Notice shall be invalidated for any reason by a court of competent jurisdiction, any provision so invalidated shall be deemed to be separable from the other provisions hereof, and the remaining provisions hereof shall continue to be valid and fully enforceable.

11. **Relation to Plan**. This Notice is subject to the terms and conditions of the Plan. In the event of any inconsistency between the provisions of this Notice and the Plan, the Plan shall govern. The Committee acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein or in the Plan, have the right to determine any questions which arise in connection with this Notice.

12. **Electronic Delivery**. The Company may, in its sole discretion, deliver any documents related to the Common Shares and the Grantee's participation in the Plan, or future awards that may be granted under the Plan, by electronic means or request the Grantee's consent to participate in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an online or electronic system established and maintained by the Company or another third party designated by the Company.

13. **Governing Law**. This Notice shall be governed by and construed with the internal substantive laws of the State of Delaware, without giving effect to any principle of law that would result in the application of the law of any other jurisdiction.

14. **Successors and Assigns**. The provisions of this Notice shall inure to the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of the Grantee, and the successors and assigns of the Company.

15. **Acknowledgement**. The Grantee acknowledges that the Grantee (a) has received a copy of the Plan, (b) has had an opportunity to review the terms of this Notice and the Plan, (c) understands the terms and conditions of this Notice and the Plan and (d) agrees to such terms and conditions.

COMSCORE, INC.

Common Stock Award Notice

This COMMON STOCK AWARD NOTICE (this “**Notice**”) is made as of _____, 2018, by and between comScore, Inc., a Delaware corporation (the “**Company**”), and _____ (the “**Grantee**”).

1. **Certain Definitions.** Capitalized terms used, but not otherwise defined, in this Notice will have the meanings given to such terms in the comScore, Inc. 2018 Equity and Incentive Compensation Plan (the “**Plan**”).

2. **Grant of Common Stock.** Subject to and upon the terms, conditions and restrictions set forth in this Notice, pursuant to authorization under a resolution of the Committee, the Company has granted to the Grantee as of _____, 2018 (the “**Date of Grant**”) _____ shares of Common Stock (the “**Common Shares**”) pursuant to Section 9 of the Plan in accordance with the terms of this Notice and the Plan.

3. **Rights as a Shareholder.** Upon delivery pursuant to **Section 4**, the Grantee shall have all the rights of a shareholder with respect to the Common Shares.

4. **Payment of Common Shares.** Payment of the Common Shares shall be made in the form of shares of Common Stock between June 5, 2018 and June 20, 2018. For the avoidance of doubt, the Common Shares are nonforfeitable and are not subject to a service requirement.

5. **Taxes.** The Grantee will be solely responsible for the payment of all taxes that arise with respect to the Common Shares.

6. **Compliance With Law.** The Company shall make reasonable efforts to comply with all applicable federal and state securities laws; provided, however, that notwithstanding any other provision of the Plan and this Notice, the Company shall not be obligated to issue any shares of Common Stock pursuant to this Notice if the issuance thereof would result in a violation of any such law.

7. **Compliance With Section 409A of the Code.** To the extent applicable, it is intended that this Notice and the Plan comply with the provisions of Section 409A of the Code. This Notice and the Plan shall be administered in a manner consistent with this intent, and any provision that would cause this Notice or the Plan to fail to satisfy Section 409A of the Code shall have no force or effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of the Grantee). Any reference in this Notice to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance, promulgated with respect to such section by the U.S. Department of the Treasury or the Internal Revenue Service.

8. **No Right to Future Awards or Engagement.** The grant of the Common Shares to the Grantee is a voluntary, discretionary award being made on a one-time basis and it does not constitute a commitment to make any future awards. Nothing contained in this Notice shall confer upon the Grantee any right to continued service as a consultant or otherwise.

9. **Amendments.** Any amendment to the Plan shall be deemed to be an amendment to this Notice to the extent that the amendment is applicable hereto; provided, however, that (a) no amendment shall adversely affect the rights of the Grantee under this Notice without the Grantee's written consent, and (b) the Grantee's consent shall not be required to an amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code.

10. **Severability.** In the event that one or more of the provisions of this Notice shall be invalidated for any reason by a court of competent jurisdiction, any provision so invalidated shall be deemed to be separable from the other provisions hereof, and the remaining provisions hereof shall continue to be valid and fully enforceable.

11. **Relation to Plan.** This Notice is subject to the terms and conditions of the Plan. In the event of any inconsistency between the provisions of this Notice and the Plan, the Plan shall govern. The Committee acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein or in the Plan, have the right to determine any questions which arise in connection with this Notice.

12. **Electronic Delivery.** The Company may, in its sole discretion, deliver any documents related to the Common Shares and the Grantee's participation in the Plan, or future awards that may be granted under the Plan, by electronic means or request the Grantee's consent to participate in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an online or electronic system established and maintained by the Company or another third party designated by the Company.

13. **Governing Law.** This Notice shall be governed by and construed with the internal substantive laws of the State of Delaware, without giving effect to any principle of law that would result in the application of the law of any other jurisdiction.

14. **Successors and Assigns.** The provisions of this Notice shall inure to the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of the Grantee, and the successors and assigns of the Company.

15. **Acknowledgement.** The Grantee acknowledges that the Grantee (a) has received a copy of the Plan, (b) has had an opportunity to review the terms of this Notice and the Plan, (c) understands the terms and conditions of this Notice and the Plan and (d) agrees to such terms and conditions.

**Investor Contact:**

Erica J. Abrams

erica@ericajabrams.com**comScore to Commence Nasdaq Global Select Market Listing on June 1, 2018**

RESTON, VA, May 30, 2018 – comScore, Inc. (OTC: SCOR), a leading cross-platform measurement company that measures audiences, brands and consumer behavior everywhere, today announced that The Nasdaq Stock Market LLC has approved its application to list its common stock on The Nasdaq Global Select Market and will commence trading at the market open on Friday, June 1, 2018 under the ticker symbol “SCOR”. The Company’s common stock will continue to trade on the OTC until the market close on May 31, 2018 under the same trading symbol.

“This is another key milestone in delivering on our commitment to drive meaningful change within the company and position us to reach our full potential as the market leader in cross-platform measurement,” commented Bryan Wiener, CEO. “This exciting new chapter is the result of the grit and perseverance of an incredible team of employees and I thank them for their efforts in getting us to where we are today.”

About comScore

comScore is a leading cross-platform measurement company that measures audiences, brands and consumer behavior everywhere. Built on precision and innovation, our 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 70 countries, comScore is delivering the future of measurement. For more information on comScore, please visit comscore.com.

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