

**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): March 26, 2018 (March 21, 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 2.02 Results of Operations and Financial Condition.

On March 26, 2018, comScore, Inc. (the “Company”) issued a press release announcing that the Company had filed its Annual Report on Form 10-K for the year ended December 31, 2017 and its Quarterly Reports on Form 10-Q for the quarters ended March 31, June 30 and September 30, 2017. A copy of the press release announcing the foregoing is furnished as Exhibit 99.1 hereto.

The information in this Item 2.02, including Exhibit 99.1 attached hereto, is being furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Exchange Act, regardless of any general incorporation language in such filing.

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

Director Resignation

On March 25, 2018, Susan Riley notified the Company of her resignation from the Board of Directors (the “Board”) of the Company, effective as of such date. At the time of her resignation, Ms. Riley served as Board Chair and Chair of the Audit Committee of the Board.

In connection with her resignation, the Company and Ms. Riley entered into a consulting agreement, dated as of March 25, 2018 (the “Consulting Agreement”), pursuant to which Ms. Riley has agreed to serve as a consultant to the Company during the period from April 1, 2018 until December 31, 2018 (the “Consulting Period”). The Consulting Agreement provides that Ms. Riley will be paid a consulting fee of \$33,500 per month during the Consulting Period.

The Consulting Agreement also provides that, in addition to the compensation due to Ms. Riley for her services as a director through the date of her resignation, Ms. Riley will also be entitled to receive 8,320 fully vested shares of the Company’s common stock, which Ms. Riley would otherwise have been entitled to receive for her services as a non-employee director during the 2017-18 term pursuant to the Company’s existing director compensation program, as promptly as practicable when the Company is able to issue such shares in accordance with applicable rules and regulations of the Securities and Exchange Commission (“SEC”) and the terms and conditions of any applicable Company equity plan.

The foregoing description of the Consulting Agreement does not purport to be complete and is qualified in its entirety by reference to the Consulting Agreement, a copy of which is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

Director Appointment

Effective March 26, 2018, the Board, on the recommendation of its Nominating and Governance Committee, appointed Dale Fuller to the Board. Mr. Fuller will serve on the Board as a Class III director. Mr. Fuller has not yet been appointed to any Board committees as of the date hereof.

As a non-employee director, Mr. Fuller will be compensated in accordance with the Company’s director compensation program as described in the section titled “2017 Director Compensation” of the Company’s Annual Report on Form 10-K for the year ended December 31, 2017, which was filed with the SEC on March 23, 2018. In connection with his appointment, Mr. Fuller will also enter into the Company’s form indemnification agreement for directors and executive officers. The form indemnification agreement generally requires the Company to indemnify directors to the fullest extent permitted by law.

On March 26, 2018, the Company issued a press release announcing the foregoing Board changes, a copy of which is attached hereto as Exhibit 99.2.

2018 Executive Short-Term Incentive Plan

On March 21, 2018, the Compensation Committee of the Board established performance goals and targets for annual incentive awards that the Company's executive officers are eligible to earn for fiscal year 2018. The following table sets forth the 2018 target awards for the Company's current named executive officers, presented as a percentage of base salary:

Name	Target Award (% of Base Salary)
William Livek <i>President and Executive Vice Chairman</i>	100%
Gregory Fink <i>Chief Financial Officer</i>	75%
Carol DiBattiste <i>General Counsel & Chief Compliance, Privacy and People Officer</i>	80%

For each of the Company's executive officers, including the named executive officers, 70% of the target award will be based on the Company's achievement of pre-established goals relating to 2018 revenue and adjusted earnings before interest, taxes, depreciation and amortization. The remaining 30% of each executive officer's target award will be based on the Company's achievement of pre-established strategic and operating milestones. Actual amounts payable under the short-term incentive plan can range from 0% to 200% of the target award, based upon the extent to which performance under each of the criteria meets, exceeds or is below target as determined by the Compensation Committee.

Item 8.01 Other Events.

2018 Annual Meeting of Stockholders

On March 26, 2018, the Company announced that its 2018 annual meeting of stockholders (the "Annual Meeting") will be held on May 30, 2018. The close of business on April 13, 2018 has been set as the record date for the determination of stockholders of the Company entitled to notice of and to vote at the Annual Meeting. For a stockholder proposal to be considered for inclusion in the Company's proxy statement for the Annual Meeting pursuant to Rule 14a-8 under the Exchange Act, such stockholder proposal must be properly submitted to and received by the Company's Corporate Secretary no later than the close of business on April 3, 2018.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Consulting Agreement, dated as of March 25, 2018, by and between comScore, Inc. and Susan Riley.
99.1	Press release dated March 26, 2018
99.2	Press release dated March 26, 2018

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: March 26, 2018

CONSULTING AGREEMENT

AGREEMENT by and between comScore, Inc. (the “Company”) and Susan Riley (“Consultant”), dated as of March 25, 2018. The parties agree as follows:

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

2. **Consulting Period.** The “Consulting Period” means the period beginning on April 1, 2018 and ending on December 31, 2018, unless terminated earlier pursuant to any of the termination provisions contained in Section 7.

3. **Consulting Duties.** (a) Consultant agrees to make herself available and serve as a resource to the Company (the “Services”) as may from time to time be requested by the Company’s Board of Directors. As a part of the Services, Consultant agrees to provide reasonable cooperation and assistance to the Company and its Board of Directors or any committees thereof in any formal or informal investigation into, or litigation involving, matters which Consultant has relevant knowledge to the extent reasonably requested. Consultant agrees to make herself available for interviews and meetings regarding any such matters at times that are reasonable.

(b) During the Consulting Period, Consultant agrees to devote such time as may be reasonably necessary to discharge the duties assigned to Consultant hereunder and to use Consultant’s reasonable best efforts to perform faithfully and efficiently such duties.

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

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

5. **Consulting Fees.** (a) During the Consulting Period, the Company will pay Consultant a monthly consulting fee (“Consulting Fee”) of \$33,500.00, which fee shall be due and payable by the fifth day of the month in which the Services are to be provided. Consultant agrees

that if this Agreement is terminated during any month for which the monthly Consulting Fee has already been paid to Consultant, Consultant will return any such portion of the monthly Consulting Fee which exceeds a pro-rated amount of the monthly Consulting Fee based on the number of days in the month for which Consultant provided the Services divided by the number of days in the month. Consultant agrees to deliver a Form W-9 to the Company before any Consulting Fee will be paid. In addition, the Company will reimburse Consultant for all reasonable and necessary business expenses required to perform the Services provided to the Company under this Agreement, in accordance with the Company's standard procedures and policies regarding reimbursable business expenses.

(b) The parties agree that in lieu of the grant of an equity award to Consultant of a number of restricted stock units equal to \$250,000 divided by \$30.05 (the closing market price of the Company's common stock on November 7, 2017), which was intended to serve as compensation for Consultant's service as a non-employee director during the 2017-2018 term, the Company will grant to Consultant an equity award of an equivalent number of fully vested shares of the Company's common stock as promptly as practicable when the Company is able to make such grant without violating the rules and regulations of the Securities and Exchange Commission or any other applicable rules and regulations and the terms and conditions of any applicable equity plan of the Company. The Company will deliver such shares without further delay in a manner that complies with, or is exempt from, Section 409A of the Internal Revenue Code of 1986, as amended.

(c) The Company will promptly pay to Consultant all amounts otherwise due and owing to Consultant. Consultant shall not receive any compensation, payments, or benefits from the Company in addition to that described in this Section 5, unless the Company in its sole discretion decides otherwise.

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

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

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

(b) Upon the death of Consultant.

8. **Confidential Information.** (a) Consultant shall hold in a fiduciary capacity, for the benefit of the Company, all secret or confidential information, knowledge or data relating to the Company (including, without limitation, any non-public information that relates to the actual or anticipated business or research or development of the Company, technical data, trade secrets or know-how, including, but not limited to, research, product plans or other information regarding the

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

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

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

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

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

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

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

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

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

If to the Consultant:

Susan Riley
Address on File

with a copy to:

Susan Riley
Address on File

If to the Company:

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

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

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

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

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

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

[Signature page follows]

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

COMSCORE, INC.

By: /s/ Carol DiBattiste

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

CONSULTANT

By: /s/ Susan J. Riley

Name: Susan Riley



Contact: Jim Barron/Robin Weinberg
212-687-8080
press@comscore.com

comScore Files 10-K for 2017 and Provides Business Update

Filing Contains Financial Statements for 2015, 2016 and 2017 and Restated Results for 2013 and 2014

Also Files Quarterly Reports on Form 10-Q for 2017

Company to Seek Relisting on Nasdaq

Focus On Driving Growth in Core Business Lines and Delivering Efficiencies

Will Host Conference Call and Webcast on Monday, March 26 at 8:00 AM ET

RESTON, Va. - March 26, 2018 - comScore, Inc. (OTC: SCOR) announced today that it has filed its Annual Report on Form 10-K for the year ended December 31, 2017, which contains audited Consolidated Financial Statements for the years ended December 31, 2017, 2016 and 2015, and includes unaudited restated results for 2014 and 2013. In addition, the Company filed its Quarterly Reports on Form 10-Q for the quarters ended September 30, June 30 and March 31, 2017 and is now current on its periodic filings with the Securities and Exchange Commission ("SEC") and has begun the process to relist its common stock on the Nasdaq Stock Market.

Bill Livek, comScore's Executive Vice Chairman and President said, "The completion of our restatement process and the filing of current financials is an important step for our company as it allows us to move forward and focus our full attention on delivering on the vast potential of our business. On behalf of the Board, I'd like to thank our investors, customers and employees for their patience during this process, and assure them that, as a result of this process, we are significantly improving our accounting policies and procedures as we also constantly reinforce ethical compliance throughout our organization. With these matters behind us, we are confident that our strong assets, market-leading technologies and excellent team will enable us to deliver improved services to our customers, stay ahead of our competitors and deliver long-term value to our stockholders."

Livek continued, "Over the past several months our Board and management have taken significant steps to reset and refocus our company so we can deliver on our customer-centric promise of making advertising and audiences more valuable for our clients across every screen, platform and device. We have focused on driving growth in our core business lines through product enhancements, implementing cross-platform management - which is a massive opportunity - and relentlessly driving toward improved profitability through efficiency in all facets of our business. While there is much to be done, we are excited about the business enhancements and progress we've made and are encouraged by our path forward -- one that will allow us to deliver industry-leading solutions that our clients need today and into the future."

The Company expects to hold a call to discuss 2018 first quarter results in early May and hold its 2018 Annual Meeting of Stockholders later in the second quarter of this year.

Financial Restatement and Remediation Initiatives

As previously disclosed, in February 2016, the Audit Committee of the comScore Board of Directors commenced an internal investigation, with the assistance of outside advisors, into matters related to the Company's revenue recognition practices, disclosures, internal controls, corporate culture and certain employment practices. As a result of the issues identified in the investigation and management's subsequent review, the Company concluded that it could no longer support the prior accounting for non-monetary contracts recorded by the Company during 2013, 2014 and 2015 and that adjustments to the Company's accounting for certain non-monetary and monetary transactions, certain business and asset acquisitions, deferred tax assets and other accounting matters were required. The Company has also taken actions to strengthen its compliance controls and reinforce a strong corporate culture of ethics and client service.

The Company has now completed its review of substantially all of its accounting policies, significant accounting transactions, related party transactions, and other financial, internal control and disclosure matters. The Form 10-K filed Friday, March 23, 2018 contains the adjustment or restatement of certain previously filed or furnished consolidated financial statements for 2015, 2014 and 2013. It also contains audited Consolidated Financial Statements for 2017, 2016 and 2015 (see Appendix A).

As described in the Form 10-K, the Company's review identified various material weaknesses in internal control, including entity level controls and in certain accounting practices. Certain material weaknesses have been remediated as of December 31, 2017 and others are being remediated through additional work expected to be completed in 2018.

The Company's remediation initiatives include significant changes in how it approaches compliance. When fully implemented and operational, the Company believes these measures will fully remediate the identified deficiencies and strengthen its internal control over financial reporting. These remediation initiatives, as well as the Company's remaining material weaknesses requiring remediation as of December 31, 2017, are detailed in the Form 10-K filed Friday, March 23, 2018.

Conference Call and Webcast

comScore will hold a conference call on Monday, March 26 at 8:00 AM ET to provide a business update. To access the conference call live, dial (866) 547-1509 in the U.S. and (920) 663-6208 for international callers using the passcode: 6736369 or listen via webcast on the Investor Relations section of the company's website at <http://ir.comscore.com/events.cfm>.

Following the conference call, a replay will be available via webcast at <http://ir.comscore.com/events-presentations>.

APPENDIX A

COMSCORE, INC.
CONSOLIDATED BALANCE SHEETS
(In thousands, except share amounts)

	December 31,	
	2017	2016
Assets		
Current assets:		
Cash and cash equivalents	\$ 37,859	\$ 84,111
Restricted cash	7,266	4,230
Marketable securities	—	28,412
Accounts receivable, net of allowance (\$2,899 and \$8,412 of accounts receivable attributable to related parties)	82,029	96,230
Prepaid expenses and other current assets (\$0 and \$2,923 attributable to related parties)	15,168	19,450
Insurance recoverable on litigation settlements	37,232	—
Total current assets	179,554	232,433
Property and equipment, net	28,893	42,001
Other non-current assets (\$0 and \$185 attributable to related parties)	7,259	7,176
Deferred tax assets	4,532	5,117
Intangible assets, net	159,777	194,168
Goodwill	642,424	639,897
Total assets	\$ 1,022,439	\$ 1,120,792
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable (\$2,715 and \$17 attributable to related parties)	\$ 27,889	\$ 7,204
Accrued expenses (\$5,857 and \$5,141 attributable to related parties)	86,031	52,907
Accrued litigation settlements	27,718	—
Other short-term liabilities	2,998	2,860
Deferred revenue (\$2,755 and \$4,654 attributable to related parties)	98,367	99,412
Deferred rent	1,239	590
Capital lease obligations	6,248	12,904
Total current liabilities	250,490	175,877
Deferred rent	9,394	9,009
Deferred revenue	2,053	2,733
Deferred tax liabilities	3,641	7,688
Capital lease obligations	2,103	8,003
Accrued litigation settlements	90,800	—
Other long-term liabilities	7,466	12,629
Total liabilities	365,947	215,939
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, \$0.001 par value per share; 5,000,000 shares authorized at December 31, 2017 and 2016; no shares issued or outstanding as of December 31, 2017 or 2016	—	—
Common stock, \$0.001 par value per share; 100,000,000 shares authorized as of December 31, 2017 and 2016; 60,053,843 shares issued and 57,289,047 shares outstanding as of December 31, 2017 and 59,937,393 shares issued and 57,172,597 shares outstanding as of December 31, 2016, respectively	60	60
Additional paid-in capital	1,407,717	1,380,881
Accumulated other comprehensive loss	(6,224)	(12,420)
Accumulated deficit	(609,091)	(327,698)
Treasury stock, at cost, 2,764,796 shares as of December 31, 2017 and 2016, respectively	(135,970)	(135,970)
Total stockholders' equity	656,492	904,853
Total liabilities and stockholders' equity	\$ 1,022,439	\$ 1,120,792

COMSCORE, INC.

CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS

(In thousands, except share and per share data)

	Years Ended December 31,		
	2017	2016	2015
Revenues	\$ 403,549	\$ 399,460	\$ 270,803
Cost of revenues	193,605	173,080	111,904
Selling and marketing	130,509	126,311	96,344
Research and development	89,023	86,975	52,718
General and administrative	74,651	97,517	72,493
Investigation and audit related	83,398	46,617	—
Amortization of intangible assets	34,823	31,896	8,608
(Gain) loss on asset dispositions	—	(33,457)	4,671
Settlement of litigation, net	82,533	2,363	(840)
Restructuring	10,510	—	—
Total expenses from operations	699,052	531,302	345,898
Loss from operations	(295,503)	(131,842)	(75,095)
Interest expense, net	(661)	(478)	(1,321)
Other income, net	15,205	12,371	9
Loss from foreign currency transactions	(3,151)	(1,231)	(1,331)
Loss before income taxes	(284,110)	(121,180)	(77,738)
Income tax benefit (provision)	2,717	4,007	(484)
Net loss	\$ (281,393)	\$ (117,173)	\$ (78,222)
Net loss per common share:			
Basic	\$ (4.90)	\$ (2.10)	\$ (2.07)
Diluted	(4.90)	(2.10)	(2.07)
Weighted-average number of shares used in per share calculation - Common Stock:			
Basic	57,485,755	55,728,090	37,879,091
Diluted	57,485,755	55,728,090	37,879,091
Comprehensive loss:			
Net loss	\$ (281,393)	\$ (117,173)	\$ (78,222)
Other comprehensive income (loss):			
Foreign currency cumulative translation adjustment	6,168	(1,170)	(5,775)
Unrealized gain on marketable securities, net	24	169	—
Reclassification of realized loss on the sale of marketable securities, net	4	19	—
Total comprehensive loss	\$ (275,197)	\$ (118,155)	\$ (83,997)

COMSCORE, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Years Ended December 31,		
	2017	2016	2015
Operating activities			
Net loss	\$ (281,393)	\$ (117,173)	\$ (78,222)
Adjustments to reconcile net loss to net cash (used in) provided by operating activities:			
Depreciation	23,339	25,439	22,595
Amortization of intangible assets	34,823	31,896	8,608
Provision for bad debts	983	1,507	3,167
Stock-based compensation	17,314	46,495	46,983
Deferred tax benefit	(3,203)	(3,997)	(121)
(Gain) loss on asset dispositions	—	(33,457)	4,671
Realized loss on marketable securities	4	19	—
Loss from equity method investment	63	406	—
Loss (gain) on disposition of property and equipment	125	275	(2)
Gain on forgiveness of obligation	(4,000)	—	—
Accrued litigation settlements to be settled in Common Stock	90,800	—	—
Non-cash vendor consideration	—	—	48,253
Changes in operating assets and liabilities, net of effect of acquisitions:			
Accounts receivable	14,529	4,009	1,542
Prepaid expenses and other assets	(33,165)	(3,928)	(863)
Accounts payable, accrued expenses, and other liabilities	85,001	(12,972)	(1,057)
Deferred revenue	(2,638)	5,962	5,206
Deferred rent	1,013	(393)	(1,403)
Net cash (used in) provided by operating activities	(56,405)	(55,912)	59,357
Investing activities			
Net cash received (paid) in disposition of assets	—	42,980	(2,535)
Acquisitions, net of cash acquired	—	37,086	(10,117)
Acquisitions, net of cash acquired (related party)	—	(27,328)	—
Sales of marketable securities	28,436	2,188	—
Purchase of property and equipment	(10,182)	(7,106)	(4,325)
Net cash provided by (used in) investing activities	18,254	47,820	(16,977)
Financing activities			
Proceeds from the issuance of common stock	—	—	204,741
Financing proceeds received on subscription receivable (related party)	11,012	8,954	3,503
Proceeds from the exercise of stock options	—	4,139	11,623
Repurchase of common stock (withholding taxes)	(1,514)	(18,292)	(28,160)
Repurchase of common stock (treasury shares)	—	(27,292)	(105,916)
Excess tax benefits from stock-based compensation	—	—	(1,335)
Principal payments on capital lease and software license arrangements	(17,016)	(18,838)	(16,622)
Stock issuance costs	—	—	(4,368)
Net cash (used in) provided by financing activities	(7,518)	(51,329)	63,466
Effect of exchange rate changes on cash	2,453	776	(1,875)
Net (decrease) increase in cash, cash equivalents and restricted cash	(43,216)	(58,645)	103,971
Cash, cash equivalents and restricted cash at beginning of year	88,341	146,986	43,015
Cash, cash equivalents and restricted cash at end of year	\$ 45,125	\$ 88,341	\$ 146,986

	Years Ended December 31,		
	2017	2016	2015
Cash and cash equivalents	\$ 37,859	\$ 84,111	\$ 146,986
Restricted cash	7,266	4,230	—
Total cash, cash equivalents and restricted cash	<u>\$ 45,125</u>	<u>\$ 88,341</u>	<u>\$ 146,986</u>

Supplemental cash flow disclosures:

Interest paid	\$ 1,691	\$ 1,962	\$ 1,906
Income taxes paid	497	1,717	1,790

Supplemental non-cash investing and financing activities:

Stock issued in connection with acquisition - Rentrak	\$ —	\$ 753,418	\$ —
Stock issued in connection with WPP arrangements	—	—	49,034
Capital lease and software license obligations incurred	191	14,842	22,531
Leasehold improvements acquired through lease incentives	—	—	372
Accrued capital expenditures	336	3,060	532

Cautionary Note Regarding Forward-Looking Statements

This press release contains forward-looking statements within the meaning of federal and state securities laws, including, without limitation, comScore's expectations as to the impact of product enhancements on the success of comScore's business, future stockholder value, improvements in accounting and compliance policies and procedures, expected growth in the business and improvements in profitability, and the timing of the Company's 2018 annual meeting of stockholders and earnings call for the first quarter of 2018. These statements involve risks and uncertainties that could cause our actual results to differ materially from expectations, including, but not limited to, comScore's ability to achieve its expected financial and operational results. For additional discussion of risk factors, please refer to comScore's respective Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, and other filings that comScore makes from time to time with the Securities and Exchange Commission (the "SEC"), which are available on the SEC's website (www.sec.gov).

Investors are cautioned not to place undue reliance on our forward-looking statements, which speak only as of the date such statements are made. comScore does not intend or undertake any obligation to publicly update any forward-looking statements to reflect events, circumstances or new information after the date of this press release, or to reflect the occurrence of unanticipated events.



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comScore Announces Board Changes

RESTON, Va. - March 26, 2018 - comScore, Inc. (OTC: SCOR) announced today that Susan J. Riley, Chair of the Board of comScore, has decided to step down from the Board, effective immediately. The Board expects to appoint a Chair and, if needed, a lead independent director, concurrent with the conclusion of its search for its new CEO. Ms. Riley will serve as a consultant to the Company through the end of 2018.

The Company also announced that Dale Fuller has joined its Board of Directors. Mr. Fuller, who currently serves as Chairman of the Board at MobiSocial, Inc. and formerly served as a member of the Board of Directors at Quantum Corporation, is a proven technology executive with extensive senior management experience across a wide range of consumer and enterprise companies. The Board expects to add another member in due course, which would bring the number of directors on the Board to ten.

"On behalf of the Board, I'd like to thank Sue for leading comScore through a very challenging period and, in particular, her tremendous work in overseeing the successful completion of the financial restatement process," said Jacques Kerrest, Chair of the Nominating and Governance Committee. "Sue has also been instrumental in driving fundamental changes throughout the organization, and her contributions have put comScore firmly on the right track."

Ms. Riley said, "Having completed the restatement process and set in place a number of initiatives that will enable the Company to achieve its vast potential, I decided that now is the right time for me to step down. I have been privileged to work with comScore's excellent team and I am convinced that the Company is now perfectly poised for a return to growth."

Commenting on Mr. Fuller's appointment, Mr. Kerrest said, "I am very pleased to welcome Dale to our Board. Dale is an accomplished technology executive with a track record of growth at a variety of companies within the space. He brings additional leadership experience and technology expertise to our Board as we seek to deliver on our growth strategy and chart a new path forward."

Mr. Fuller said, "I am very excited to join the Board of comScore at this pivotal time in its history. It is clear that comScore is well-positioned in a fast growing industry, and I look forward to working with the rest of the Board to enable the Company to fulfil its potential and deliver value to shareholders."

Dale Fuller Biography

Dale Fuller has served as both an executive officer and a director of private and publicly traded technology companies. Mr. Fuller's Board experience includes his current role as Chairman at MobiSocial, Inc., a technology startup, and formerly serving as a Director at Quantum Corporation, a scale-out storage, archive and data protection company. He previously served as Chairman of the Supervisory Board at AVG Technologies N.V., a mobile security, PC optimization, Internet security and privacy software company. He also served on the Board of Directors of Zoran Corporation, a multinational digital technology company, from March 2011 until its merger with CSR plc in August 2011. He was

Chairman of the Board of Directors at Webgistix Corporation, an e-commerce fulfillment company, from October 2008 through January 2013, and served as a director at Phoenix Technologies, Ltd., a BIOS software company, from November 2009 to November 2010. Mr. Fuller has also served on the Boards of Directors at Guidance Software, Inc., Krugle, Inc., Quest Aircraft Company, LLC and McAfee, Inc.

Mr. Fuller's executive experience includes serving from 2008 to 2013 as President and Chief Executive Officer at MokaFive (n/k/a moka5, Inc.), a venture-backed private company. Additionally, Mr. Fuller served as interim President and CEO at McAfee from October 2006 through March 2007. Prior to that, he was President and CEO at Borland Software Corporation from 1999 to 2005 and also previously served as President and CEO of WhoWhere? Corporation, which was later acquired by Lycos, Inc. As a start-up company CEO, Mr. Fuller led the expansion of several domain sites, including Angelfire.com and Mailcity.com. He has also previously held various senior executive positions at Apple Computer, NEC, Motorola, and Texas Instruments.

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. Shares of comScore stock are currently traded on the OTC Market (OTC: SCOR). For more information on comScore, please visit comscore.com.