

---

---

**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): October 4, 2017 (September 28, 2017)**

---

**comScore, Inc.**

(Exact name of registrant as specified in charter)

---

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-33520**  
(Commission  
File Number)

**54-1955550**  
(IRS Employer  
Identification No.)

**11950 Democracy Drive  
Suite 600  
Reston, Virginia 20190**  
(Address of principal executive offices, including zip code)

**(703) 438-2000**  
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

---

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

---

---

## **Item 1.01 Entry into a Material Definitive Agreement.**

### *Agreement with Starboard Value LP*

On September 28, 2017, comScore, Inc. (the “Company”) entered into an agreement (the “Agreement”) with Starboard Value LP and certain of its affiliates (collectively, “Starboard”), which beneficially own approximately 4.8% of the Company’s outstanding common stock, regarding, among other things, the membership and composition of the Company’s Board of Directors (the “Board”).

Pursuant to the Agreement, the Company agreed to appoint Wesley Nichols, Paul Reilly and Bryan Wiener to the Board (the “Independent Appointees”). Starboard is also entitled to recommend for appointment to the Board an additional independent nominee who must be reasonably acceptable to the Board (the “Additional Independent Appointee”). In addition, so long as Starboard’s beneficial and economic ownership interest of the Company’s common stock is at least the lesser of 4.0% of the Company’s then outstanding common stock and 2,292,169 shares of the Company’s common stock (the “Minimum Ownership Threshold”), Starboard is entitled to recommend for appointment to the Board an individual that is either (i) a Starboard partner or (ii) an additional independent nominee who must be reasonably acceptable to the Board (the “Starboard Appointee”). Further, if Starboard’s ownership of the Company’s common stock meets the Minimum Ownership Threshold and the Company has not filed with the Securities and Exchange Commission (“SEC”) any or all of the audited financial statements for the fiscal years ended December 31, 2015, 2016 and 2017 on or prior to March 31, 2018 (the “Filing Deadline”), Starboard will be entitled to recommend for appointment to the Board an additional independent nominee who must be reasonably acceptable to the Board (the “Conditional Independent Appointee”), provided that the Company will have no obligation to appoint the Conditional Independent Appointee if such financial statements are filed no later than 30 days after the Filing Deadline.

Pursuant to the Agreement, the Independent Appointees, the Additional Independent Appointee (if appointed as of such time), the Starboard Appointee (if appointed as of such time), the Conditional Independent Appointee (if appointed as of such time) and five directors recommended by the Nominating and Governance Committee of the Board will be nominated for election at the Company’s next annual meeting of stockholders (the “Next Annual Meeting”). The Company also agreed to reconstitute the membership of the Board’s committees as described in Item 5.02 of this Current Report on Form 8-K.

With respect to the Next Annual Meeting, Starboard agreed to, among other things, vote all shares of the Company’s common stock beneficially owned by Starboard in favor of the Company’s director nominees and, subject to certain conditions, vote in accordance with the Board’s recommendations on all other proposals.

Under the terms of the Agreement, from the date of the Agreement until the earlier of (i) 30 business days prior to the deadline for the submission of stockholder nominations for the Company’s 2019 annual meeting of stockholders or (ii) 90 days prior to the first anniversary of the Next Annual Meeting, Starboard has agreed not to, among other things, (a) solicit proxies or consents, including any solicitation of consents that seeks to call a special meeting of stockholders, in each case with respect to the Company’s securities, (b) enter into a voting agreement or form any “group” with stockholders of the Company, other than Starboard affiliates, (c) seek, or encourage any person, to submit nominations in furtherance of a contested solicitation for the election or removal of directors, (d) submit any proposal for consideration by stockholders of the Company at any annual or special meeting of stockholders or (e) make any offer or proposal with respect to any merger, acquisition, recapitalization, restructuring, disposition or other business combination involving the Company.

In addition, the Company has agreed to offer Starboard an offering participation right for certain private and public offerings of equity or equity-linked securities, so long as Starboard’s ownership of the Company’s common stock meets the Minimum Ownership Threshold and subject to certain other conditions. Starboard has also agreed to dismiss its current litigation against the Company. The Company and Starboard also made certain customary representations, agreed to mutual non-disparagement and release provisions and agreed to jointly issue the press release attached hereto as Exhibit 99.1.

The foregoing summary of the Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Agreement, a copy of which is attached as Exhibit 10.1 hereto and is incorporated herein by reference.

#### *Termination of Tax Asset Protection Rights Agreement*

In connection with the Agreement, on September 28, 2017 the Company entered into an amendment (the “Amendment”) to the Tax Asset Protection Rights Agreement, dated as of February 8, 2017 (the “Rights Agreement”), by and between the Company and American Stock Transfer & Trust Company, LLC, as rights agent to accelerate the expiration date of the preferred share purchase rights (the “Rights”) under the Rights Agreement to September 28, 2017, effectively terminating the Rights Agreement on that date. At the time of such termination, all of the Rights distributed to holders of the Company’s common stock pursuant to the Rights Agreement expired.

The foregoing summary of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is attached as Exhibit 4.1 hereto and is incorporated herein by reference.

#### *New Form Indemnification Agreement*

On September 28, 2017, the Board approved a new form of standard indemnification agreement between the Company and each director of the Board and certain of its officers (the “New Form Indemnification Agreement”). The Company intends to execute New Form Indemnification Agreements with all directors of the Company. Upon execution by each director and certain officers of the Company, the New Form Indemnification will supersede any previous indemnification agreements entered into by such directors and officers with the Company.

The New Form Indemnification Agreement requires the Company to indemnify each director and officer against certain liabilities that may arise by reason of the individual’s status as a director and/or officer of the Company, to advance expenses incurred as a result of a proceeding as to which the individual may be indemnified and to cover such individual under any directors’ and officers’ liability policy the Company chooses to maintain. The New Form Indemnification Agreement is intended to provide indemnification rights to the fullest extent permitted under Delaware law and shall be in addition to any other rights the directors and officers may have under the Company’s Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws.

The foregoing summary and description of the provisions of the New Form Indemnification Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the New Form Indemnification Agreement, a copy of which is attached as Exhibit 10.2 hereto and is incorporated herein by reference.

#### **Item 1.02 Termination of a Material Definitive Agreement.**

The information set forth in Item 1.01 with respect to the termination of the Rights Agreement is incorporated by reference into this Item 1.02.

#### **Item 3.03 Material Modification to Rights of Security Holders.**

The information set forth in Item 1.01 with respect to the termination of the Rights Agreement is incorporated by reference into this Item 3.03.

#### **Item 4.01 Changes in Registrant’s Certifying Accountant.**

Effective September 28, 2017, the Audit Committee (the “Audit Committee”) of the Company’s Board determined not to engage Ernst & Young LLP (“EY”) as the Company’s independent registered public accounting firm for the fiscal year ending December 31, 2017 and instead to engage Deloitte & Touche LLP (“Deloitte”) as the Company’s independent registered public accounting firm for 2017. The Company’s decision to change its independent registered public accounting firm for 2017 was not the result of any disagreement with EY.

As previously disclosed, in February 2016 the Audit Committee commenced an internal investigation into various accounting-related matters. On September 15, 2016, the Company disclosed that the Audit Committee, in consultation with management of the Company, had concluded that (i) the Company's consolidated financial statements for the quarters ended September 30, 2015, June 30, 2015 and March 31, 2015 included in the Company's Quarterly Reports on Form 10-Q for such periods, (ii) the Company's consolidated financial statements for the years ended December 31, 2014 and 2013 included in the Company's Annual Reports on Form 10-K (including the interim periods within those years) for such periods and (iii) the Company's preliminary unaudited condensed consolidated financial statements for the quarters and year ended December 31, 2015 included as an exhibit to the Company's Current Report on Form 8-K furnished on February 17, 2016, should no longer be relied upon due to certain misstatements described therein. As the Company has previously reported, the Company intends to complete and file audited financial statements for fiscal years 2015, 2016 and 2017 in a consolidated filing with the Securities and Exchange Commission (the "Financial Statement Filing"), the earliest date for which the Company expects to be in March 2018.

EY will continue as the Company's auditor with respect to the Company's financial statements for the fiscal years ended December 31, 2015 and 2016. EY has not previously issued an audit report or provided an audit opinion for the fiscal years ended December 31, 2015 and 2016.

Also as previously disclosed, the Audit Committee's investigation was completed, and its findings were publicly reported, in November 2016. Thereafter, the Company commenced working as expeditiously as possible toward preparing and filing restated consolidated financial statements, and implementing appropriate remedial measures designed to improve accounting and internal control practices. The Company anticipates that the Financial Statement Filing will include disclosure of material weaknesses that were identified in both internal controls and disclosure controls and procedures, as well as disclosure reporting the remedial actions that have been or are being implemented. The Company is committed to remedying those weaknesses or deficiencies, making the changes necessary to enhance effectiveness, and maintaining an overall effective control environment.

During the fiscal years ended December 31, 2015 and 2016, and during the period subsequent to December 31, 2016 to the date hereof, there were no disagreements with EY on any matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure, which disagreements, if not resolved to the satisfaction of EY, would have caused EY to make reference to the subject matter of the disagreement in connection with its reports.

The Audit Committee has authorized EY to respond fully to the inquiries of Deloitte. The Company has furnished a copy of the above disclosures to EY and requested that EY furnish the Company with a letter addressed to the SEC stating whether or not EY agrees with such disclosure. A copy of EY's letter is attached hereto as Exhibit 16.1.

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

### *Board Changes*

Pursuant to the Agreement described above in Item 1.01, on September 28, 2017, the size of the Board was increased from five members to eight members and the Independent Appointees were appointed as directors of the Company, effective October 3, 2017. Messrs. Nichols and Reilly will serve on the Board as Class I directors and Mr. Wiener will serve as a Class II director.

Wesley Nichols is an industry authority in predictive analytics, AI/Machine Learning, and technology. He is currently a Board Partner at Upfront Ventures and an active technology investor and advisor. Most recently, he was the SVP, Strategy at Neustar, Inc., a leading company in authenticated identity for marketing and security, which was recently acquired by Golden Gate Capital. A year earlier, Neustar acquired his company MarketShare,

where he was co-founder and CEO from 2005 to 2016. Prior to that, Mr. Nichols was President and CEO of TBWA’s digital business at Omnicom Group and founder and CEO of Direct Partners, which was acquired by Omnicom Group. Mr. Nichols is a member of the Board of Directors of TrueCar, Inc., BJ’s Restaurants, Inc. and the LAPD Foundation, and a Trustee of Randolph-Macon College. He is the author of the Harvard Business Review cover story, Analytics 2.0 and the 2016 winner of the EY Entrepreneur of the Year Award.

Paul Reilly is a global strategist and seasoned financial executive with first-hand understanding of operating in the global marketplace. He is currently a member of the board of directors of Cabot Microelectronics Corporation and Assurant, Inc. Most recently, Mr. Reilly served as EVP of Arrow Electronics, Inc., a global provider of products, services and solutions to industrial and commercial users of electronic components and enterprise computing solutions, until he retired in February 2017. Prior to that, he served in numerous senior executive roles at Arrow Electronics, including as EVP, Finance and Operations, CFO, SVP and Head of Global Operations. He joined Arrow Electronics in early 1991 and held various positions within the company prior to assuming the role of CFO in 2001. Before joining Arrow Electronics, Mr. Reilly worked in the business assurance practice of the New York office of KPMG Peat Marwick. He is a certified public accountant.

Bryan Wiener is an Internet entrepreneur with over 20 years of experience pioneering digital companies, and a track record for growing businesses in disruptive markets, including the rise of 360i as a leading digitally led advertising agency, where he currently serves as Executive Chairman (and previously served as CEO from 2005 to 2013). Prior to that, Mr. Wiener was co-CEO of Innovation Interactive, the privately held parent company of 360i and digital media SaaS provider IgnitionOne, from 2004 until it was acquired by Dentsu in 2010. He also previously held a series of senior management positions at Net2Phone and as General Manager at TheGlobe.com. Mr. Wiener currently serves on the Advisory Board for IAB and the Newhouse School of Communications at Syracuse University, where he was inducted into the S.I. Newhouse School of Public Communications Hall of Fame. Mr. Wiener has been named a “Media Maven” by Advertising Age and to the “Mediaweek 50 List” (now part of Adweek).

Each of the Independent Appointees will receive an annual cash retainer of \$30,000, payable in quarterly installments and prorated for the quarter in which Board service begins. Each will be eligible to receive an equity award of \$125,000 after the Company regains compliance with its financial reporting requirements. In connection with the appointments, each will also enter into the Company’s New Form Indemnification Agreement.

Mr. Wiener currently serves as Executive Chairman of 360i Network, which includes 360i LLC and its affiliate, Vizeum LLC, each customers of the Company. In 2016 and the first eight months of 2017, the Company recognized revenue of approximately \$340,000 and \$325,000 from transactions with 360i and Vizeum, respectively, in the normal course of business. Neither Messrs. Nichols nor Reilly have any direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

*Committee Composition*

In addition, as described above in Item 1.01, the Company agreed to reconstitute the membership of its Board committees as follows:

Nominating and Governance Committee	Compensation Committee	Audit Committee	Special Committee
Jacques Kerrest (Chair)	Paul Reilly (Chair)	Susan Riley (Chair)	Wesley Nichols (Chair)
Susan Riley	Wesley Nichols	Jacques Kerrest	Susan Riley
Bryan Wiener	Susan Riley	Paul Reilly	Bryan Wiener
	Brent Rosenthal		

Mr. Nichols will receive a quarterly cash retainer of \$10,000 for his service as a member of the Special Committee, along with an annual cash retainer of \$5,000 for service as a member of the Compensation Committee. As chair of the Compensation Committee, Mr. Reilly will receive an annual cash retainer of \$10,000, along with an

annual cash retainer of \$10,000 for service as a member of the Audit Committee. Mr. Wiener will receive a quarterly cash retainer of \$10,000 for his service as a member of the Special Committee, along with an annual cash retainer of \$3,000 for service as a member of the Nominating and Governance Committee. Each of the cash retainers is payable in quarterly installments and prorated for the quarter in which committee service begins.

Any additional information set forth in Item 1.01 with respect to the Board and the newly appointed directors is incorporated by reference into this Item 5.02.

### **Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

In connection with the adoption of the Rights Agreement, on February 8, 2017, the Company filed with the Secretary of State of the State of Delaware a Certificate of Designation of Series A Junior Participating Preferred Stock (the "Series A Preferred Stock") setting forth the rights, powers and preferences of the Series A Preferred Stock issuable upon exercise of the Rights (the "Preferred Shares").

Following the expiration of the Rights and the termination of the Rights Agreement as described in Item 1.01, on September 29, 2017, the Company filed a Certificate of Elimination (the "Certificate of Elimination") with the Secretary of State of the State of Delaware eliminating the Preferred Shares and returning them to authorized but undesignated shares of the Company's preferred stock.

The foregoing summary of the Certificate of Elimination does not purport to be complete and is qualified in its entirety by reference to the full text of the Certificate of Elimination, a copy of which is attached as Exhibit 3.1 hereto and is incorporated herein by reference.

### **Item 8.01 Other Events.**

#### *Amendment to Credit Agreement*

On September 29, 2017, the Company entered into an Eleventh Amendment (the "Eleventh Amendment") to the Credit Agreement, dated as of September 26, 2013 (the "Credit Agreement") among the Company, the guarantors identified therein, Bank of America, N.A., as administrative agent and the lenders party thereto. The Eleventh Amendment reduces the amount of the revolving commitments under the Credit Agreement to the amount available to be drawn under all outstanding standby letters of credit issued under the Credit Agreement, which, as of the date of the Eleventh Amendment, was approximately \$3.6 million. Pursuant to the terms of the Eleventh Amendment, the Company may not request new standby letters of credit or extensions of any outstanding standby letters of credit. The maturity date of the Credit Agreement remains September 26, 2018, or, if earlier, the date the revolving commitments under the Credit Agreement are reduced to \$0. The Company does not have any outstanding borrowings under the Credit Agreement.

#### *Press Release*

On September 29, 2017, the Company issued a press release announcing the Company's entry into the Agreement with Starboard, the appointments of the Independent Appointees to the Board and the termination of the Rights Agreement. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

### **Item 9.01 Financial Statements and Exhibits.**

#### **(d) Exhibits.**

<u>Exhibit No.</u>	<u>Description</u>
3.1	Certificate of Elimination of Series A Junior Participating Preferred Stock of comScore, Inc.
4.1	Amendment to Tax Asset Protection Rights Agreement, dated as of September 28, 2017, between comScore, Inc. and American Stock Transfer & Trust Company, LLC, as Rights Agent (incorporated by reference to Exhibit 4.2 to the Company's Form 8-A/A, filed September 29, 2017)

<b>Exhibit No.</b>	<b>Description</b>
10.1	Agreement between comScore, Inc. and Starboard Value LP
10.2	Form of Indemnification Agreement for directors and executive officers
16.1	Letter from Ernst & Young LLP
99.1	Press release dated September 29, 2017

## EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
3.1	<a href="#"><u>Certificate of Elimination of Series A Junior Participating Preferred Stock of comScore, Inc.</u></a>
4.1	<a href="#"><u>Amendment to Tax Asset Protection Rights Agreement, dated as of September 28, 2017, between comScore, Inc. and American Stock Transfer &amp; Trust Company, LLC, as Rights Agent (incorporated by reference to Exhibit 4.2 to the Company's Form 8-A/A, filed September 29, 2017)</u></a>
10.1	<a href="#"><u>Agreement between comScore, Inc. and Starboard Value LP</u></a>
10.2	<a href="#"><u>Form of Indemnification Agreement for directors and executive officers</u></a>
16.1	<a href="#"><u>Letter from Ernst &amp; Young LLP</u></a>
99.1	<a href="#"><u>Press release dated September 29, 2017</u></a>

**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: October 4, 2017

CERTIFICATE OF ELIMINATION OF DESIGNATION  
of  
SERIES A JUNIOR PARTICIPATING  
PREFERRED STOCK  
of  
COMSCORE, INC.

(Pursuant to Section 151(g) of the  
General Corporation Law of the State of Delaware)

comScore, Inc. (the “*Company*”), a corporation organized and existing under the General Corporation Law of the State of Delaware (the “*DGCL*”),  
HEREBY CERTIFIES AS FOLLOWS:

1. Pursuant to authority vested in the Board of Directors of the Company (the “*Board*”) by the Amended and Restated Certificate of Incorporation of the Company (the “*Certificate of Incorporation*”), and pursuant to the provisions of Section 151 of the DGCL, the Board, by resolutions previously duly adopted, created and authorized the issuance of a series of 1,000,000 shares of preferred stock, par value \$0.001 per share, of the Company designated as Series A Junior Participating Preferred Stock (the “*Series A Preferred Stock*”), subject to the Certificate of Designation of Series A Preferred Stock (the “*Certificate of Designation*”), as filed with the Secretary of State of the State of Delaware on February 9, 2017.
2. Pursuant to the provisions of Section 151(g) of the DGCL, the Board adopted the following resolutions thereby eliminating the Series A Preferred Stock:

RESOLVED FURTHER, that none of the authorized shares of the Series A Preferred Stock are outstanding and none of the authorized shares of Series A Preferred Stock will be issued subject to the Certificate of Designation;

RESOLVED FURTHER, that the Company be, and hereby is, authorized and directed to file with the Secretary of State of the State of Delaware a certificate (the “*Certificate of Elimination*”) containing these resolutions, with the effect under the DGCL of eliminating from the Certificate of Incorporation all matters set forth in the Certificate of Designation; and

RESOLVED FURTHER, that the officers of the Company are, and each of them hereby is, authorized and directed, for and on behalf of the Company and in its name, to execute and file the Certificate of Elimination at such time as they deem appropriate, and to take such further actions as they may deem necessary or appropriate to carry out the intent of the foregoing resolutions in accordance with the applicable provisions of the DGCL.

3. Pursuant to the provisions of Section 151(g) of the DGCL, all references to the Series A Preferred Stock in the Certificate of Incorporation are hereby eliminated, and the shares that were designated to such series are hereby returned to the status of authorized but unissued shares of preferred stock of the Company.

*[Signature on the Following Page]*

IN WITNESS WHEREOF, COMSCORE INC. has caused this Certificate of Elimination to be duly executed by its General Counsel and Chief Compliance, Privacy & People Officer on this 29th day of September, 2017.

COMSCORE, INC.

By: /s/ Carol DiBattiste

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

## AGREEMENT

This Agreement (this "Agreement") is made and entered into as of September 28, 2017 by and among comScore, Inc. (the "Company") and the entities and natural persons set forth in the signature pages hereto (collectively, "Starboard") (each of the Company and Starboard, a "Party" to this Agreement, and collectively, the "Parties").

## RECITALS

WHEREAS, the Company and Starboard have engaged in various discussions and communications regarding the Company;

WHEREAS, as of the date hereof, Starboard has a combined beneficial and economic ownership interest in shares of the common stock, par value \$0.001 per share, of the Company (the "Common Stock") totaling, in the aggregate, 2,775,000 shares, or approximately 4.8% of the Common Stock issued and outstanding on the date hereof ("Starboard's Ownership");

WHEREAS, the Board of Directors of the Company (the "Board") has considered the qualifications of Wesley Nichols, Paul Reilly and Bryan Wiener (the "Independent Appointees"); and

WHEREAS, as of the date hereof, the Company and Starboard have determined to come to an agreement with respect to the composition of the Board and certain other matters, as provided in this Agreement.

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

### 1. Board Appointments; Leadership Structure and Related Agreements.

#### (a) Board Appointments.

i. The Company agrees that in accordance with the Company's Amended and Restated Certificate of Incorporation (the "Charter") and Amended and Restated By-Laws (the "Bylaws"), Delaware law and this Agreement, no later than three (3) business days following the execution of this Agreement, the Board and all applicable committees of the Board shall take all necessary actions (including by increasing the size of the Board) to appoint the Independent Appointees to the Board and apportion the Independent Appointees among the classes of directors such that the Independent Appointees and the five (5) directors serving on the Board immediately prior to the execution of this Agreement are apportioned among the classes of directors as set forth on Exhibit A.

ii. In addition to the Independent Appointees, during the Standstill Period (as defined below), Starboard shall have the right to recommend two additional directors for appointment to the Board as follows: (A) an individual who meets the criteria set forth in Section 1(a)(iv) (the "Additional Independent Appointee") and (B) an individual that is either

(1) one (1) of Starboard's partners or (2) another individual who meets the criteria set forth in Section 1(a)(iv) (the "Starboard Appointee"), provided that with respect to the appointment of the Starboard Appointee, such appointment right shall continue so long as Starboard's Ownership is at least the lesser of 4.0% of the Company's then outstanding Common Stock and 2,292,169 shares of Common Stock (subject to adjustment for stock splits, reclassifications, combinations and similar adjustments) (the "Minimum Ownership Threshold"). If the Starboard Appointee is one of Starboard's partners, then such Starboard partner will be approved and appointed to the Board no later than five (5) business days following the submission of all completed documentation required by Sections 1(i)(iv) and 1(i)(v) and so long as such Starboard partner qualifies as "independent" pursuant to Applicable Exchange Standards (as defined below). With respect to the appointment of any Starboard Appointee who is not a Starboard partner and the Additional Independent Appointee, the Parties shall follow the procedures set forth in Section 1(a)(v). For the avoidance of doubt, if the Additional Independent Appointee and/or the Starboard Appointee, as the case may be, are appointed to the Board prior to the mailing of the Company's definitive proxy statement for the next annual meeting of stockholders of the Company (the "Next Annual Meeting"), the Starboard Appointee and/or the Additional Independent Appointee shall stand for election at the Next Annual Meeting along with the other Director Nominees (as defined below). Subject to any amendments to the Charter or Bylaws solely as they may relate to the terms of any directors, the Starboard Appointee shall serve as a Class II director with a term expiring at the Company's 2021 annual meeting of stockholders and the Additional Independent Appointee shall serve as a Class III director with a term expiring at the Company's 2019 annual meeting of stockholders (the "2019 Annual Meeting").

iii. In addition to the Starboard Appointee, the Additional Independent Appointee and the Independent Appointees, during the Standstill Period, Starboard shall have the right to recommend one additional independent director to the Board who shall be appointed to the Board in accordance with the procedures set forth in Section 1(a)(v) (the "Conditional Independent Appointee" and, together with the Independent Appointees, the Starboard Appointee and the Additional Independent Appointee, the "Appointed Directors") if and only if (A) Starboard's Ownership meets the Minimum Ownership Threshold and (B) the Company has not filed with the Securities and Exchange Commission (the "SEC") any or all of the audited financial statements for the Company's fiscal years ended December 31, 2015, December 31, 2016 and December 31, 2017 (collectively, the "Audited Financial Statements") on or prior to March 31, 2018 (the "Filing Deadline"); provided, however, that the Company shall have no obligation to appoint the Conditional Independent Appointee in accordance with the terms of this Agreement if the Audited Financial Statements are filed with the SEC no later than thirty (30) days after the Filing Deadline. For the avoidance of doubt, if the Conditional Independent Appointee is appointed prior to the mailing of the Company's definitive proxy statement for the Next Annual Meeting, the Conditional Independent Appointee shall stand for election at the Next Annual Meeting along with the other Director Nominees. Subject to any amendments to the Charter or Bylaws solely as they may relate to the terms of any directors, the Conditional Independent Appointee shall serve as a Class I director with a term expiring at the Company's 2020 annual meeting of stockholders.

iv. Any Starboard Appointee who is not a partner of Starboard, any Additional Independent Appointee and any Conditional Independent Appointee (each an “Additional Independent Director”) must (A) be reasonably acceptable to the Board (such acceptance not to be unreasonably withheld), (B) be independent of Starboard (for the avoidance of doubt, the nomination by Starboard of such person to serve on the board of another company shall not (in and of itself) cause such person not to be deemed independent of Starboard), (C) qualify as “independent” pursuant to Nasdaq Stock Market listing standards (or applicable requirements of such other national securities exchange designated as the primary market on which the Company’s Common Stock is listed for trading (the “Applicable Exchange Standards”)), (D) have the relevant financial and business experience to be a director of the Company, and (E) meet the Company’s publicly disclosed guidelines and policies with respect to service on the Board (the “Corporate Governance Guidelines and Policies”) as in effect as of the date of this Agreement (clauses (C) through (E), the “Director Criteria”).

v. The Company’s Nominating and Governance Committee (the “Nominating and Governance Committee”) shall make its determination and recommendation regarding whether an Additional Independent Director meets the criteria set forth in clauses (A) through (E) in Section 1(a)(iv) within five (5) business days after (A) such Additional Independent Director candidate has submitted to the Company the documentation required by Section 1(i)(v) and (B) representatives of the Board have conducted customary interview(s) of such Additional Independent Director candidate. The Company shall use its reasonable best efforts to conduct any interview(s) contemplated by this Section 1(a)(v) as promptly as practicable, but in any case, assuming reasonable availability of the applicable Additional Independent Director candidate, within ten (10) business days, after Starboard’s submission of such Additional Independent Director candidate. In the event the Nominating and Governance Committee does not accept an Additional Independent Director candidate recommended by Starboard, Starboard shall have the right to recommend further Additional Independent Director candidate(s) whose appointment shall be subject to the Nominating and Governance Committee recommending such person in accordance with the procedures described above. Upon the recommendation of an Additional Independent Director by the Nominating and Governance Committee, the Board shall vote on the appointment of such Additional Independent Director to the Board no later than five (5) calendar days after the Nominating and Governance Committee’s recommendation of such Additional Independent Director and shall take all necessary actions (including by increasing the size of the Board) to appoint such Additional Independent Director to the Board; provided, however, that if the Board does not elect such Additional Independent Director to the Board pursuant to this Section 1(a)(v), the Parties shall continue to follow the procedures of this Section 1(a)(v) until an Additional Independent Director is elected to the Board.

vi. At the Next Annual Meeting and at any other annual meeting of stockholders of the Company held during the Standstill Period, the Board will nominate and recommend, and the Company will support and solicit proxies only for the following directors: (A) the Independent Appointees; (B) the Starboard Appointee (if appointed as of such time); (C) the Additional Independent Appointee (if appointed as of such time); (D) the Conditional Independent Appointee (if appointed as of such time); (E) five (5) additional directors recommended by the Nominating and Governance Committee (such five (5) additional directors, the “Additional Directors”); and (F) any other director that may be appointed pursuant to Section 1(a)(viii) (the directors referred to in clauses (A) through (F), collectively and to the extent appointed as of such time, the “Director Nominees”). For the avoidance of

doubt, the Company shall recommend, support and solicit proxies for the election of the Independent Appointees, the Starboard Appointee (if appointed as of such time), the Additional Independent Appointee (if appointed as of such time) and the Conditional Independent Appointee (if appointed as of such time) in the same manner as for the Additional Directors at the Next Annual Meeting and at any other annual meeting of stockholders of the Company held during the Standstill Period.

vii. If any Appointed Director (or any Starboard Replacement Director (as defined below)) is unable or unwilling to serve as a director, resigns as a director or is removed as a director prior to the expiration of the Standstill Period, and at such time Starboard's Ownership is at least the lesser of 3.0% of the Company's then outstanding Common Stock and 1,719,127 shares of Common Stock (subject to adjustment for stock splits, reclassifications, combinations and similar adjustments), Starboard shall have the ability to recommend a substitute person(s) in accordance with this Section 1(a)(vii) (any such replacement nominee shall be referred to as a "Starboard Replacement Director"). For the avoidance of doubt, any Starboard Replacement Director replacing the Starboard Appointee (irrespective of whether such Starboard Appointee is a Starboard partner) can be either (A) a Starboard partner or (B) another individual who meets the criteria set forth in this Section 1(a)(vii). Any Starboard Replacement Director must satisfy the Director Criteria and, in the case of any Starboard Replacement Director who is not a Starboard partner, must be (A) reasonably acceptable to the Board (such acceptance not to be unreasonably withheld) and (B) independent of Starboard (for the avoidance of doubt, the nomination by Starboard of such person to serve on the board of another company shall not (in and of itself) cause such person not to be deemed independent of Starboard). Any Starboard Replacement Director who is replacing the Starboard Appointee and who is a partner of Starboard will be approved and appointed to the Board no later than five (5) business days following the submission of all completed documentation required by Sections 1(i)(iv) and 1(i)(v) so long as such Starboard Replacement Director qualifies as "independent" pursuant to the Applicable Exchange Standards. The Nominating and Governance Committee shall make its determination and recommendation regarding whether such Starboard Replacement Director (other than any Starboard Replacement Director who is a Starboard partner, who is covered by the prior sentence) meets the foregoing criteria within five (5) business days after (1) such nominee has submitted to the Company the documentation required by Section 1(i)(v) and (2) representatives of the Board have conducted customary interview(s) of such nominee. The Company shall use its reasonable best efforts to conduct any interview(s) contemplated by this Section 1(a)(vii) as promptly as practicable, but in any case, assuming reasonable availability of the nominee, within ten (10) business days after Starboard's submission of such nominee. In the event the Nominating and Governance Committee does not accept a person recommended by Starboard as the Starboard Replacement Director, Starboard shall have the right to recommend additional substitute person(s) whose appointment shall be subject to the Nominating and Governance Committee recommending such person in accordance with the procedures described above. Upon the recommendation of a Starboard Replacement Director nominee by the Nominating and Governance Committee, the Board shall vote on the appointment of such Starboard Replacement Director to the Board no later than five (5) business days after the Nominating and Governance Committee recommendation of such Starboard Replacement Director; provided, however, that if the Board does not elect such Starboard Replacement Director to the Board pursuant to this Section 1(a)(vii), the Parties shall continue to follow the procedures of this Section 1(a)(vii)

until a Starboard Replacement Director is elected to the Board. Upon a Starboard Replacement Director's appointment to the Board, the Board and all applicable committees of the Board shall take all necessary actions to appoint such Starboard Replacement Director to any applicable committee of the Board of which the replaced director was a member immediately prior to such director's resignation or removal. Until such time as any Starboard Replacement Director is appointed to any applicable committee, one of the other Appointed Directors (as designated by Starboard) will serve as an interim member of such applicable committee. Any Starboard Replacement Director designated pursuant to this Section 1(a)(vii) that is replacing an Appointed Director prior to the mailing of the Company's definitive proxy statement for the Next Annual Meeting shall stand for election at the Next Annual Meeting together with the other Director Nominees.

viii. During the period commencing with the date hereof through the expiration or termination of the Standstill Period, the Board and all applicable committees of the Board shall take all necessary actions (including with respect to nominations for election at the Next Annual Meeting or at any other annual meeting of stockholders of the Company held during the Standstill Period) so that the size of the Board is no more than eight (8) directors; provided, however, the Board may be increased during this period solely to accommodate (A) the Starboard Appointee, (B) the Additional Independent Appointee, (C) the Conditional Independent Appointee and (D) one (1) additional director designated by a non-Starboard investor as a condition of any Offering (as defined below).

(b) Nominating and Governance Committee.

Immediately following the execution of this Agreement, the Board and all applicable committees of the Board shall take all necessary actions to appoint Jacques Kerrest, Susan Riley and Bryan Wiener to the Nominating and Governance Committee and to appoint Jacques Kerrest as its chairman. During the Standstill Period, unless otherwise agreed by the Nominating and Governance Committee, the Nominating and Governance Committee shall be comprised of three (3) directors, consisting of Jacques Kerrest, Susan Riley and Bryan Wiener (so long as such directors are serving on the Board and continue to meet the qualifications for service on such committee).

(c) Compensation Committee.

Immediately following the execution of this Agreement, the Board and all applicable committees of the Board shall take all necessary actions to appoint Susan Riley, Brent Rosenthal, Paul Reilly, and Wesley Nichols to the Company's Compensation Committee (the "Compensation Committee") and to appoint Paul Reilly as its chairman. During the Standstill Period, unless otherwise agreed by the Compensation Committee, the Compensation Committee shall be comprised of four (4) directors, consisting of Susan Riley, Brent Rosenthal, Paul Reilly, and Wesley Nichols (so long as such directors are serving on the Board and continue to meet the qualifications for service on such committee).

(d) Audit Committee.

The Board and all applicable committees of the Board shall take all necessary actions to appoint (i) Susan Riley, Jacques Kerrest, and Paul Reilly to the Company's Audit Committee (the "Audit Committee"), effective immediately following the execution of this Agreement, and (ii) the Additional Independent Appointee to the Audit Committee, effective immediately following the appointment of the Additional Independent Appointee to the Board, with Susan Riley continuing as chair of the Audit Committee. During the Standstill Period, unless otherwise agreed by the Audit Committee, the Audit Committee shall initially be comprised of three (3) directors, consisting of Susan Riley, Jacques Kerrest and Paul Reilly, provided that upon the appointment of the Additional Independent Appointee to the Board, the Audit Committee shall be comprised of four (4) directors, consisting of Susan Riley, Jacques Kerrest, Paul Reilly and the Additional Independent Appointee (so long as such directors are serving on the Board and continue to meet the qualifications for service on such committee).

(e) Special Committee.

Immediately following the execution of this Agreement, the Board and all applicable committees of the Board shall take all necessary actions to appoint Susan Riley, Wesley Nichols and Bryan Wiener to the Company's Special Committee (the "Special Committee") and to appoint Wesley Nichols as its chairman. During the Standstill Period, unless otherwise agreed by the Special Committee, the Special Committee shall be comprised of three (3) directors, consisting of Susan Riley, Wesley Nichols and Bryan Wiener (so long as such directors are serving on the Board and continue to meet the qualifications for service on such committee).

(f) New Committee Appointments.

i. Subject to the Company's Corporate Governance Guidelines and Policies and Applicable Exchange Standards and applicable laws, the Board and all applicable committees of the Board shall take all actions necessary to ensure that during the Standstill Period, any new committee of the Board that may be established consists of two (2) Additional Directors and two (2) Appointed Directors. Without limiting the foregoing, the Board shall give each of the Appointed Directors the same due consideration for membership to any new committee of the Board as any other independent director.

ii. At any such time that Starboard may designate the Starboard Appointee, the Additional Independent Appointee or the Conditional Independent Appointee to the Board, the Board shall (A) consider committee appointments for such additional director in good faith based on the facts and circumstances existing at such time, including, but not limited to, the committee assignments of other directors and the skill sets of the new director and (B) appoint the Starboard Appointee, the Additional Independent Appointee and/or the Conditional Independent Appointee to at least one (1) committee within ten (10) days of such director joining the Board; provided, that if the additional director is a Starboard partner, then such additional director shall also be appointed to the Special Committee within ten (10) days of such director joining the Board and either (1) an Additional Director shall be appointed to the Special Committee or (2) an Appointed Director serving on the Special Committee shall be removed from the Special Committee.

(g) Offering Participation Right.

i. For purposes of this Agreement, “New Securities” means equity or equity-linked securities of the Company; provided that New Securities shall not include the issuance of any securities (A) pursuant to any stock incentive, dividend reinvestment or similar compensation plan, (B) as consideration in any business combination, acquisition or joint venture or (C) directly to any plaintiff in connection with any settlement of litigation involving the Company, provided that the sole purpose of such equity issuance is to settle such litigation based on the Company’s good faith determination that entering into such settlement is in the best interest of the Company and its stockholders.

ii. So long as Starboard’s Ownership is at least the Minimum Ownership Threshold, if, during the Standstill Period, the Board determines to issue New Securities to investors for cash (an “Offering”), then the Company shall offer thirty percent (30%) of the New Securities to Starboard (the “Offering Participation Right”).

iii. The Company shall deliver notice to Starboard of any intention to effect a private Offering (the “Private Offering Notice”) at least seventy-two (72) hours before the Company delivers any written offering circular or other written solicitation materials (collectively, “Solicitation Materials”) to other offerees in the private Offering, which such Private Offering Notice shall include the total number of New Securities to be issued in any such private Offering, the cash price for which the Company proposes to issue such New Securities and such other material terms as may be included in the Solicitation Materials. Starboard shall have seventy-two (72) hours from the time of its receipt of the Private Offering Notice to give written notice to the Company of its non-binding intent to exercise its Offering Participation Right with respect to such private Offering (the “Private Offering Exercise Notice”). If Starboard submits a Private Offering Exercise Notice, then the Company shall notify Starboard, and deliver final Solicitation Materials (if any), at least seventy-two (72) hours before the closing of such private Offering (the “Final Private Offering Notice”). Starboard shall have seventy-two (72) hours to give written notice to the Company of its binding exercise of its Offering Participation Right with respect to such private Offering (the “Final Private Offering Exercise Notice”). The Company agrees that any exercise by Starboard of its Offering Participation Right shall be on financial terms that are no less favorable than those of any other offeree participating in any such private Offering. If at any time following the receipt of a Final Private Offering Notice from the Company, there is any change in the material terms of the private Offering, the Company shall notify Starboard as promptly as practicable, and, to the extent that Starboard has delivered the Final Private Offering Exercise Notice, Starboard shall be given an opportunity to rescind and resubmit any such Final Private Offering Exercise Notice.

iv. The Company shall deliver notice to Starboard of any intention to effect a public Offering (the “Public Offering Notice”) as promptly as practicable, but in no event later than three (3) trading days prior to the filing of the preliminary prospectus with respect to such public Offering, which such Public Offering Notice shall include the expected number of New Securities proposed to be issued in such public Offering and the expected range of pricing. As promptly as practicable, but in no event later than twenty-four (24) hours prior to any marketing or “road show” activities, Starboard shall give written notice to the Company of

its non-binding intent to exercise its right to acquire all or a portion of its Offering Participation Right with respect to such public Offering by indicating the cash price that Starboard would be willing to pay for New Securities to be issued in the public Offering (the “Public Offering Exercise Notice”).

v. Notwithstanding anything in this Section 1(g) to the contrary, if the Board, in consultation with the underwriters, placement agents or other distribution agents for a public Offering, determines that, in its reasonable view, a public Offering is oversubscribed, then the amount of New Securities to be offered to Starboard pursuant to the Offering Participation Right shall be reduced to an amount determined by the Board in consultation with the underwriters, placement agents or other distribution agents for a public Offering, but in no event shall such amount be less than (A) ten percent (10%) of the New Securities to be issued in such public Offering if and only if the public Offering is a registered and marketed public Offering of Common Stock and (B) twenty percent (20%) of the New Securities to be issued in such public Offering with respect to any other public Offering.

vi. For the avoidance of doubt, it is the Parties’ intention that, to the extent Starboard determines to exercise its Offering Participation Right, it shall do so on the same pricing terms as other investors in such Offering and shall neither be afforded any additional governance rights in the Company nor divested of any current governance rights in the Company, in each case except as otherwise set forth in this Agreement.

vii. In connection with the exercise of the Offering Participation Right, Starboard and the Company shall comply with applicable securities laws and regulations and regulations of any applicable self-regulatory organization and Applicable Exchange Standards. In furtherance of the foregoing, Starboard shall reasonably cooperate with the Company to facilitate a public Offering in which it is exercising its Offering Participation Right, including promptly providing the Company, upon the Company’s written request, with such information that the Company in good faith believes is required to be disclosed in any solicitation materials related thereto.

(h) Next Annual Meeting. The Company agrees to hold the Next Annual Meeting no later than sixty (60) days following the filing of the Audited Financial Statements.

(i) Additional Agreements.

i. Starboard will comply, and will cause each of its controlled Affiliates and Associates to comply with the terms of this Agreement and shall be responsible for any breach of this Agreement by any such controlled Affiliate or Associate. As used in this Agreement, the terms “Affiliate” and “Associate” shall have the respective meanings set forth in Rule 12b-2 promulgated by the SEC under the Securities Exchange Act of 1934, as amended, or the rules or regulations promulgated thereunder (the “Exchange Act”) and shall include all persons or entities that at any time during the term of this Agreement become Affiliates or Associates of any person or entity referred to in this Agreement.

ii. Upon execution of this Agreement, Starboard hereby agrees that it will not, and that it will not permit any of its controlled Affiliates or Associates to, (A) nominate or recommend for nomination any person for election at the Next Annual Meeting, directly or indirectly, (B) submit any proposal for consideration at, or bring any other business before, the Next Annual Meeting, directly or indirectly, or (C) initiate, encourage or participate in any “vote no,” “withhold” or similar campaign with respect to the Next Annual Meeting, directly or indirectly. Starboard shall not publicly or privately encourage or support any other stockholder to take any of the actions described in this Section 1(i)(ii); provided, however, that the foregoing shall not be deemed to limit the ability of the Starboard Appointee, if such Starboard Appointee is a Starboard partner, to act in accordance with his or her fiduciary duties to the Company and its stockholders.

iii. Starboard agrees that it will appear in person or by proxy at the Next Annual Meeting and will vote all shares of Common Stock beneficially owned by Starboard at the Next Annual Meeting (A) in favor of the Company’s nominees, (B) in accordance with the Board’s recommendation with respect to the ratification of the Company’s independent registered public accounting firm for the fiscal year ending December 31, 2018, (C) in accordance with the Board’s recommendation with respect to the Company’s “say-on-pay” proposal, (D) in accordance with the Board’s recommendation with respect to the frequency of the Company’s “say-on-pay” proposals and (E) in accordance with the Board’s recommendation with respect to any other Company proposal or stockholder proposal presented at the Next Annual Meeting; provided, however, that in the event Institutional Shareholder Services Inc. (“ISS”) or Glass Lewis & Co., LLC (“Glass Lewis”) recommends otherwise with respect to the Company’s “say-on-pay” proposal, the frequency of the Company’s “say-on-pay” proposal or any other Company proposal or stockholder proposal presented at the Next Annual Meeting (other than proposals relating to the election of directors), Starboard shall be permitted to vote in accordance with the ISS or Glass Lewis recommendation.

iv. Prior to the appointment of the Starboard Appointee, if and only if such Starboard Appointee is a Starboard partner (or any Starboard Replacement Director who is a Starboard partner), Starboard agrees to obtain from such Starboard partner (or any Starboard Replacement Director who is a Starboard partner), and deliver to the Company, an irrevocable resignation letter pursuant to which the Starboard partner (or any Starboard Replacement Director who is a Starboard partner) shall resign from the Board and all applicable committees thereof if at any time Starboard’s Ownership of Common Stock decreases to less than the Minimum Ownership Threshold. Starboard shall promptly (and in any event within five (5) business days) inform the Company in writing if at any time Starboard’s Ownership of Common Stock decreases to less than the Minimum Ownership Threshold.

v. Prior to the date of this Agreement, the Independent Appointees have submitted to the Company a fully completed copy of the Company’s standard director and officer questionnaire and other reasonable and customary director onboarding documentation (including an authorization form to conduct a background check) required by the Company in connection with the appointment or election of new Board members. The Starboard Appointee, the Additional Independent Appointee, the Conditional Independent Appointee and any Starboard Replacement Director will also promptly (but in any event prior to being placed on the Board in accordance with this Agreement) submit to the Company a fully completed copy of the Company’s standard director and officer questionnaire and other reasonable and customary director onboarding documentation (including an authorization form to conduct a background check) required by the Company in connection with the appointment or election of new Board members.

vi. Starboard agrees that the Board or any committee thereof, in the exercise of its fiduciary duties, may recuse the Starboard Appointee, if and only if such Starboard Appointee is a Starboard partner (or any Starboard Replacement Director who is a Starboard partner), from any Board or committee meeting or portion thereof at which the Board or any such committee is evaluating and/or taking action with respect to (A) the exercise of any of the Company's rights or enforcement of any of the obligations under this Agreement, (B) any action taken in response to actions taken or proposed by Starboard or its Affiliates or Associates with respect to the Company, (C) any proposed transaction between the Company and Starboard or its Affiliates or Associates, or (D) an Offering.

vii. Promptly after the date of this Agreement, the Board and the Company shall take all necessary action to terminate that certain Tax Asset Protection Rights Agreement, dated as of February 8, 2017, by and between the Company and American Stock Transfer & Trust Company, LLC. Notwithstanding the foregoing, the Board (and not any committee thereof, including the Special Committee) shall have the right to adopt a stockholder rights plan in the future if it determines, in good faith, that doing so is in the best interest of the Company and its stockholders, provided, however, that any such stockholder rights plan adopted by the Board during the Standstill Period shall not have an ownership limit of less than 10% of the Company's outstanding Common Stock, provided, further, that Starboard shall have the right to increase its beneficial ownership to up to 15% of the Company's outstanding Common Stock (excluding any securities issued in connection with Starboard's exercise of the Offering Participation Right) if the Board adopts a stockholder rights plan during the Standstill Period that has an ownership limit of less than 15% of the Company's outstanding Common Stock. To the extent the Board determines to adopt a stockholder rights plan in the future pursuant to the preceding sentence, such rights plan shall not apply to Starboard's then current ownership of equity of the Company. For the avoidance of doubt, any increases in Starboard's ownership of equity of the Company resulting from Starboard's exercise of the Offering Participation Right pursuant to Section 1(g) shall be exempted from any new rights plan referenced herein.

viii. Promptly after the date of this Agreement, the Parties shall file a joint stipulation to dismiss with prejudice *Starboard Value and Opportunity Master Fund Ltd. v. comScore, Inc.*, C.A. No. 2017-0533-AGB (Del. Ch.) (the "Starboard Litigation"), and take all further action necessary to effect the dismissal of the Starboard Litigation.

ix. The Company agrees that the Board and all applicable committees of the Board shall take all necessary actions, effective no later than immediately following the execution of this Agreement, to determine, in connection with their initial appointment as a director and nomination by the Company at the Next Annual Meeting, as applicable, that each of the Appointed Directors is deemed to be (A) an Incumbent Director (as such term may be defined in the definition of "Change in Control" under certain Company incentive plans, options plans or employment agreements, including, without limitation, the Company's 2007 Equity Incentive Plan, as amended and restated on September 8, 2014 (the "2007 Equity Plan"))

or any other related plans or agreements that refer to the 2007 Equity Plan's definition of "Change in Control") and (B) a member of the Board as of the beginning of any applicable measurement period for the purposes of the definition of "Change in Control" or "Change in Effective Control" under certain incentive plans, options plans or employment agreements of the Company, including, without limitation, the Change of Control and Severance Agreements between the Company and certain of its named executive officers.

## 2. Standstill Provisions.

(a) Starboard agrees that, from the date of this Agreement until the earlier of (x) the date that is thirty (30) business days prior to the deadline for the submission of stockholder nominations for the 2019 Annual Meeting (which, for the avoidance of doubt, shall be the first annual meeting of stockholders at which directors are elected following the Next Annual Meeting) pursuant to the Bylaws or (y) the date that is ninety (90) days prior to the first anniversary of the Next Annual Meeting (the "Standstill Period"), neither it nor any of its Affiliates or Associates under its control will, and it will cause each of its Affiliates and Associates under its control not to, directly or indirectly, in any manner:

i. engage in any solicitation of proxies or consents or become a "participant" in a "solicitation" (as such terms are defined in Regulation 14A under the Exchange Act) of proxies or consents (including, without limitation, any solicitation of consents that seeks to call a special meeting of stockholders), in each case, with respect to securities of the Company;

ii. form, join or in any way participate in any "group" (within the meaning of Section 13(d)(3) of the Exchange Act) with respect to the Common Stock (other than a "group" that includes all or some of the entities or persons identified on Exhibit B, but does not include any other entities or persons not identified on Exhibit B as of the date hereof); provided, however, that nothing herein shall limit the ability of an Affiliate of Starboard to join the "group" following the execution of this Agreement, so long as any such Affiliate agrees to be bound by the terms and conditions of this Agreement;

iii. deposit any Common Stock in any voting trust or subject any Common Stock to any arrangement or agreement with respect to the voting of any Common Stock, other than any such voting trust, arrangement or agreement solely among the members of Starboard and otherwise in accordance with this Agreement;

iv. seek, or encourage any person or entity, to submit nominations in furtherance of a "contested solicitation" for the election or removal of directors with respect to the Company or seek, encourage or take any other action with respect to the election or removal of any directors; provided, however, that nothing in this Agreement shall prevent Starboard or its Affiliates or Associates from taking actions in furtherance of identifying director candidates in connection with the 2019 Annual Meeting so long as such actions do not create a public disclosure obligation for Starboard or the Company and are undertaken on a basis reasonably designed to be confidential and in accordance in all material respects with Starboard's normal practices in the circumstances;

v. (A) make any proposal for consideration by stockholders at any annual or special meeting of stockholders of the Company, (B) make any offer or proposal (with or without conditions) with respect to any merger, acquisition, recapitalization, restructuring, disposition or other business combination involving Starboard and the Company, (C) affirmatively solicit a third party to make an offer or proposal (with or without conditions) with respect to any merger, acquisition, recapitalization, restructuring, disposition or other business combination involving the Company, or publicly encourage, initiate or support any third party in making such an offer or proposal, (D) publicly comment on any third party proposal regarding any merger, acquisition, recapitalization, restructuring, disposition, or other business combination with respect to the Company by such third party prior to such proposal becoming public or (E) call or seek to call a special meeting of stockholders;

vi. seek, alone or in concert with others, representation on the Board, except as specifically permitted in Section 1;

vii. seek to advise, encourage, support or influence any person or entity with respect to the voting or disposition of any securities of the Company at any annual or special meeting of stockholders, except in accordance with Section 1; or

viii. make any request or submit any proposal to amend the terms of this Agreement other than through non-public communications with the Company that would not be reasonably determined to trigger public disclosure obligations for any Party.

(b) Except as expressly provided in Section 1 or Section 2(a), Starboard shall be entitled to (i) vote its shares on any other proposal duly brought before the Next Annual Meeting or otherwise vote as Starboard determines in its sole discretion and (ii) disclose, publicly or otherwise, how it intends to vote or act with respect to any securities of the Company, any stockholder proposal or other matter to be voted on by the stockholders of the Company and the reasons therefor (in each case, subject to Section 1(i)(iii)).

(c) Nothing in Section 2(a) shall be deemed to limit the exercise in good faith by the Appointed Directors of their fiduciary duties solely in their capacity as directors of the Company and in a manner consistent with their and Starboard's obligations under this Agreement.

### 3. Representations and Warranties of the Company.

The Company represents and warrants to Starboard that (a) the Company has the corporate power and authority to execute this Agreement and to bind it thereto, (b) this Agreement has been duly and validly authorized, executed and delivered by the Company, constitutes a valid and binding obligation and agreement of the Company, and is enforceable against the Company in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the rights of creditors and subject to general equity principles and (c) the execution, delivery and performance of this Agreement by the Company does not and will not (i) violate or conflict with any law, rule, regulation, order, judgment or decree applicable to the Company, or (ii) result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both would constitute such a breach, violation or default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document or agreement to which the Company is a party or by which it is bound.

#### 4. Representations and Warranties of Starboard.

Starboard represents and warrants to the Company that (a) the authorized signatory of Starboard set forth on the signature page hereto has the power and authority to execute this Agreement and any other documents or agreements to be entered into in connection with this Agreement and to bind Starboard thereto, (b) this Agreement has been duly authorized, executed and delivered by Starboard, and is a valid and binding obligation of Starboard, enforceable against Starboard in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the rights of creditors and subject to general equity principles, (c) the execution of this Agreement, the consummation of any of the transactions contemplated hereby, and the fulfillment of the terms hereof, in each case in accordance with the terms hereof, will not conflict with, or result in a breach or violation of the organizational documents of Starboard as currently in effect, (d) the execution, delivery and performance of this Agreement by Starboard does not and will not (i) violate or conflict with any law, rule, regulation, order, judgment or decree applicable to Starboard, or (ii) result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both would constitute such a breach, violation or default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document, agreement, contract, commitment, understanding or arrangement to which such member is a party or by which it is bound, (e) as of the date of this Agreement, Starboard's Ownership is 2,775,000 shares of Common Stock and (f) as of the date hereof, other than as disclosed herein or in the Press Release (as defined below), Starboard does not currently have, and does not currently have any right to acquire, any interest in any other securities of the Company (or any rights, options or other securities convertible into or exercisable or exchangeable (whether or not convertible, exercisable or exchangeable immediately or only after the passage of time or the occurrence of a specified event) for such securities or any obligations measured by the price or value of any securities of the Company or any of its controlled Affiliates, including any swaps or other derivative arrangements designed to produce economic benefits and risks that correspond to the ownership of Common Stock, whether or not any of the foregoing would give rise to beneficial ownership, and whether or not to be settled by delivery of Common Stock, payment of cash or by other consideration, and without regard to any short position under any such contract or arrangement).

#### 5. Press Release.

Promptly following the execution of this Agreement, the Company and Starboard shall jointly issue a mutually agreeable press release (the "Press Release") announcing certain terms of this Agreement in the form attached hereto as Exhibit C. Prior to the issuance of the Press Release and subject to the terms of this Agreement, neither the Company (including the Board and any committee thereof) nor Starboard shall issue any press release or make public announcement regarding this Agreement or the matters contemplated hereby without the prior written consent of the other Party. During the Standstill Period, neither the Company nor Starboard nor the Appointed Directors shall make any public announcement or statement that is inconsistent with or contrary to the terms of this Agreement.

#### 6. Specific Performance.

Each of Starboard, on the one hand, and the Company, on the other hand, acknowledges and agrees that irreparable injury to the other Party hereto would occur in the event any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and that such injury would not be adequately compensable by the remedies available at law (including the payment of money damages). It is accordingly agreed that Starboard, on the one hand, and the Company, on the other hand (the "Moving Party"), shall each be entitled to specific enforcement of, and injunctive relief to prevent any violation of, the terms hereof, and the other Party hereto will not take action, directly or indirectly, in opposition to the Moving Party seeking such relief on the grounds that any other remedy or relief is available at law or in equity. This Section 6 is not the exclusive remedy for any violation of this Agreement.

#### 7. Expenses.

The Company shall reimburse Starboard for its reasonable, documented out-of-pocket fees and expenses (including legal expenses) incurred in connection with Starboard's involvement at the Company, including, but not limited to its Schedule 13D filings, the Starboard Litigation and the negotiation and execution of this Agreement, provided that such reimbursement shall not exceed \$500,000 in the aggregate.

#### 8. Severability.

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. It is hereby stipulated and declared to be the intention of the Parties that the Parties would have executed the remaining terms, provisions, covenants and restrictions without including any of such which may be hereafter declared invalid, void or unenforceable. In addition, the Parties agree to use their best efforts to agree upon and substitute a valid and enforceable term, provision, covenant or restriction for any of such that is held invalid, void or enforceable by a court of competent jurisdiction.

#### 9. Notices.

Any notices, consents, determinations, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (a) upon receipt, when delivered personally; (b) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending Party); (c) upon confirmation of receipt, when sent by email (provided such confirmation is not automatically generated); or (d) one (1) business day after deposit with a nationally recognized overnight delivery service, in each case properly addressed to the Party to receive the same. The addresses and facsimile numbers for such communications shall be:

If to the Company:

comScore, Inc.  
11950 Democracy Drive  
Suite 600  
Reston, Virginia 20190  
Attention: Carol A. DiBattiste  
Facsimile: (703) 438-2051  
Email: cdibattiste@comscore.com

with a copy (which shall not constitute notice) to:

King & Spalding LLP  
1185 Avenue of the Americas  
New York, New York 10036  
Attention: James C. Woolery / Cal Smith  
Facsimile: (212) 556-2222  
E-mail: jwoolery@kslaw.com  
calsmith@kslaw.com

and to:

Jones Day  
1420 Peachtree Street, N.E.  
Suite 800  
Atlanta, Georgia 30309  
Attention: Lizanne Thomas  
Facsimile: (404) 581-8330  
E-mail: lthomas@jonesday.com

If to Starboard or any member thereof:

Starboard Value LP  
777 Third Avenue, 18th Floor  
New York, New York 10017  
Attention: Jeffrey C. Smith  
Facsimile: (212) 845-7989  
Email: jsmith@starboardvalue.com

with a copy (which shall not constitute notice) to:

Olshan Frome Wolosky LLP  
1325 Avenue of the Americas  
New York, New York 10019  
Attention: Steve Wolosky / Andrew Freedman  
Facsimile: (212) 451-2222  
Email: swolosky@olshanlaw.com  
afreedman@olshanlaw.com

#### 10. Applicable Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without reference to the conflict of laws principles thereof. Each of the Parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by the other Party hereto or its successors or assigns, shall be brought and determined exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware). Each of the Parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement in any court other than the aforesaid courts. Each of the Parties hereto hereby irrevocably waives, and agrees not to assert in any action or proceeding with respect to this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason, (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) to the fullest extent permitted by applicable legal requirements, any claim that (i) the suit, action or proceeding in such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

#### 11. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Party (including by means of electronic delivery or facsimile).

#### 12. Mutual Non-Disparagement.

Subject to applicable law, each of the Parties covenants and agrees that, during the Standstill Period or if earlier, until such time as the other Party or any of its agents, subsidiaries, affiliates, successors, assigns, officers, key employees or directors shall have breached this Section 12, neither it nor any of its respective agents, subsidiaries, affiliates, successors, assigns, officers, key employees or directors, shall in any way publicly criticize, disparage, call into disrepute or otherwise defame or slander the other Party or such other Party's subsidiaries, affiliates, successors, assigns, officers (including any current officer of a Party or a Party's subsidiaries who no longer serves in such capacity following the execution of this Agreement), directors (including any current director of a Party or a Party's subsidiaries who no longer serves in such capacity following the execution of this Agreement), employees, stockholders, agents, attorneys or representatives, or any of their businesses, products or services, in any manner that would reasonably be expected to damage the business or reputation of such other Party, their businesses, products or services or their subsidiaries, affiliates, successors, assigns, officers (or

former officers), directors (or former directors), employees, stockholders, agents, attorneys or representatives; provided, however, any statements regarding the Company's operational or stock price performance or any strategy, plans, or proposals of the Company not supported by the Starboard Appointee that do not disparage, call into disrepute or otherwise defame or slander any of the Company's officers, directors, employees, stockholders, agents, attorneys or representatives ("Opposition Statements"), if and only if such Starboard Appointee is a Starboard partner, shall not be deemed to be a breach of this Section 12 (subject to, for the avoidance of doubt, any obligations of confidentiality as a director that may otherwise apply); provided, further, that if any Opposition Statement is made by Starboard, the Company shall be permitted to publicly respond with a statement similar in scope to any such Opposition Statement.

### 13. Mutual Release.

To the extent permitted by law, the Company, on the one hand, and Starboard, on the other hand, on behalf of themselves and for all of their affiliated, associated, related, parent and subsidiary entities, joint ventures and partnerships, successors, assigns, and the respective owners, officers, directors, partners, members, managers, principals, parents, subsidiaries, predecessor entities, agents, representatives, employees, shareholders, advisors, consultants, attorneys, heirs, executors, administrators, successors and assigns of any such person or entity (collectively "Released Persons"), irrevocably and unconditionally release, settle, acquit and forever discharge the other and all of their Released Persons, from any and all causes of action, claims, actions, rights, judgments, obligations, damages, amounts, demands, losses, controversies, contentions, complaints, promises, accountings, bonds, bills, debts, dues, sums of money, expenses, specialties and fees and costs (whether direct, indirect or consequential, incidental or otherwise including, without limitation, attorney's fees or court costs, of whatever nature) incurred in connection therewith of any kind whatsoever, in their own right, representatively, derivatively or in any other capacity, in law or in equity or liabilities of whatever kind or character, arising under federal, state, foreign, or common law or the laws of any other relevant jurisdiction from the beginning of time to the date of this Agreement, including, without limitation, arising out of or related to the Starboard Litigation (the "Claims"); provided, however, this release and waiver of Claims shall not include (a) claims to enforce the terms of this Agreement or (b) claims that the Company, on the one hand, or Starboard, on the other hand, have no knowledge of as of the date of this Agreement.

### 14. Confidentiality.

Any Starboard Appointee who is a Starboard partner, if he or she wishes to do so, subject to Section 15, may provide confidential information of the Company which such Starboard partner learns in his or her capacity as a director of the Company, including discussions or matters considered in meetings of the Board or Board committees (collectively, "Company Confidential Information"), to Starboard, its Affiliates and Associates and legal counsel (collectively, "Starboard Representatives"), in each case solely to the extent such Starboard Representatives need to know such information in connection with Starboard's investment in the Company; provided, however, that Starboard (a) shall inform such Starboard Representatives of the confidential nature of any such Company Confidential Information and (b) shall cause such Starboard Representatives to refrain from disclosing such Company Confidential Information to anyone (whether to any company in which Starboard has an investment or otherwise), by any

means, or otherwise from using the information in any way other than in connection with Starboard's investment in the Company. The Starboard partner and Starboard shall not, without the prior written consent of the Company, otherwise disclose any Company Confidential Information to any other person or entity.

15. Securities Laws.

Starboard acknowledges that it is aware, and will advise each of its representatives who are informed as to the matters that are the subject of this Agreement, that the United States securities laws may prohibit any person who has received from an issuer material, non-public information from purchasing or selling securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

16. Entire Agreement; Amendment and Waiver; Successors and Assigns; Third Party Beneficiaries; Term.

This Agreement contains the entire understanding of the Parties with respect to its subject matter. There are no restrictions, agreements, promises, representations, warranties, covenants or undertakings between the Parties other than those expressly set forth herein. No modifications of this Agreement can be made except in writing signed by an authorized representative of each the Company and Starboard. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law. The terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective successors, heirs, executors, legal representatives, and permitted assigns. No Party shall assign this Agreement or any rights or obligations hereunder without, with respect to Starboard, the prior written consent of the Company, and with respect to the Company, the prior written consent of Starboard. This Agreement is solely for the benefit of the Parties and is not enforceable by any other persons or entities. This Agreement shall terminate at the end of the Standstill Period, except the provisions of Section 14, Section 15 and Section 16, which shall survive such termination.

**[The remainder of this page intentionally left blank]**

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized signatories of the Parties as of the date hereof.

**COMSCORE, INC.**

By: /s/ Susan Riley

Name: Susan Riley

Title: Chair

**STARBOARD VALUE LP**

By: Starboard Value GP LLC, its general partner

**STARBOARD VALUE AND OPPORTUNITY MASTER FUND LTD**

By: Starboard Value LP, its investment manager

**STARBOARD VALUE AND OPPORTUNITY S LLC**

By: Starboard Value LP, its manager

**STARBOARD VALUE GP LLC**

By: Starboard Principal Co LP, its member

**STARBOARD PRINCIPAL CO LP**

By: Starboard Principal Co GP LLC, its general partner

**STARBOARD VALUE AND OPPORTUNITY C LP**

By: Starboard Value R LP, its general partner

**STARBOARD VALUE R LP**

By: Starboard Value R GP LLC, its general partner

**STARBOARD PRINCIPAL CO GP LLC**

**STARBOARD VALUE R GP LLC**

By: /s/ Peter A. Feld

Name: Peter A. Feld

Title: Authorized Signatory

---

**EXHIBIT A**

Class I Directors (if elected, to serve until the 2020 Annual Meeting)

1. Susan Riley
2. Wesley Nichols
3. Paul Reilly

Class II Directors (if elected, to serve until the 2021 Annual Meeting)

1. Brent Rosenthal
2. William Livek
3. Bryan Wiener

Class III Directors (if elected, to serve until the 2019 Annual Meeting)

1. Gian Fulgoni
2. Jacques Kerrest

**EXHIBIT B**

STARBOARD VALUE AND OPPORTUNITY MASTER FUND LTD

STARBOARD VALUE LP

STARBOARD VALUE GP LLC

STARBOARD PRINCIPAL CO LP

STARBOARD PRINCIPAL CO GP LLC

STARBOARD VALUE AND OPPORTUNITY C LP

STARBOARD VALUE AND OPPORTUNITY S LLC

STARBOARD VALUE R LP

STARBOARD VALUE R GP LLC

PETER A. FELD

MARK R. MITCHELL

JEFFREY C. SMITH

---

**EXHIBIT C**

**PRESS RELEASE**

C-1

**comScore Names New Independent Directors to Board**

Reaches Settlement Agreement with Starboard

Tax Asset Protection Rights Agreement Terminated

**RESTON, Va. – September 29, 2017** – comScore, Inc. (OTC: SCOR) today announced that it has agreed to appoint new independent directors to its Board as part of a settlement agreement with Starboard Value LP, one of comScore’s largest shareholders, with a 4.8% ownership position. The new independent directors, who were proposed by Starboard and approved by the comScore board, are Wesley Nichols, Paul Reilly and Bryan Wiener. Another new independent director to be proposed by Starboard will be named shortly as well. The four new directors will join the five directors currently serving on comScore’s Board.

Sue Riley, comScore’s Board Chair, said, “We are pleased to welcome these highly respected, independent directors to our board, and to have reached an agreement with Starboard that we believe is in the best interests of all our shareholders. The new directors will bring valuable experience and fresh perspectives to our Company at an important time, and their addition represents another significant step forward as we seek to set a clear path forward for comScore. Having now substantially reconstituted the Board and reached an agreement with Starboard, we continue to be laser focused on resolving the Company’s pending financial statement restatements and ensuring we deliver value to our shareholders.”

Peter A. Feld, Managing Member of Starboard Value, said, “The appointment of these new directors will provide additional insights and valuable expertise to comScore as it continues to focus on profitability and growth. We are pleased to have worked constructively with comScore to reach this agreement, which we believe will further strengthen the Board of Directors. We are confident that the newly reconstituted board will enhance value for shareholders and improve the Company’s financial reporting and operations.”

Pursuant to the agreement, Starboard has agreed to dismiss its current litigation against the Company. Further, in connection with the agreement, the Company announced that its tax asset protection rights agreement will terminate immediately.

The complete agreement between comScore and Starboard will be filed with the U.S. Securities and Exchange Commission on Form 8-K.

King & Spalding served as the Special Committee’s legal advisor in connection with the Company’s settlement with Starboard and Jones Day served as the Company’s legal advisor. Goldman Sachs served as the Company’s financial advisor.

**New Directors**

Wesley Nichols is an industry authority in predictive analytics, AI/Machine Learning, and technology. He is currently a Board Partner at Upfront Ventures and an active technology investor and advisor. Most recently, he was the SVP, Strategy at Neustar, Inc., a leading company in authenticated identity for marketing and security, which was recently acquired by Golden Gate Capital. A year earlier, Neustar acquired his company MarketShare, where he was co-founder and CEO from 2005 to 2016. Prior to that, Mr. Nichols was President and CEO of TBWA’s digital business at Omnicom Group and founder and CEO of Direct Partners, which was acquired by Omnicom Group. Mr. Nichols is a member of the Board of Directors of TrueCar, Inc., BJ’s Restaurants, Inc. and the LAPD Foundation, and a Trustee of Randolph-Macon College. He is the author of the *Harvard Business Review* cover story, *Analytics 2.0* and the 2016 winner of the EY Entrepreneur of the Year Award.

Paul Reilly is a global strategist and seasoned financial executive with first-hand understanding of operating in the global marketplace. He is currently a member of the board of directors of Cabot Microelectronics Corporation and Assurant, Inc. Most recently, Mr. Reilly served as EVP of Arrow Electronics, Inc., a global provider of products, services and solutions to industrial and commercial users of electronic components and enterprise computing solutions, until he retired in February 2017. Prior to that, he served in numerous senior executive roles at Arrow Electronics, including as EVP, Finance and Operations, CFO, SVP and Head of Global Operations. He joined Arrow Electronics in early 1991 and held various positions within the company prior to assuming the role of CFO in 2001. Before joining Arrow Electronics, Mr. Reilly worked in the business assurance practice of the New York office of KPMG Peat Marwick. He is a certified public accountant.

Bryan Wiener is an Internet entrepreneur with over 20 years of experience pioneering digital companies, and a track record for growing businesses in disruptive markets, including the rise of 360i as a leading digitally led advertising agency, where he currently serves as Executive Chairman (and previously served as CEO from 2005 to 2013). Prior to that, Mr. Wiener was Co-CEO of Innovation Interactive, the privately held parent company of 360i and digital media SaaS provider IgnitionOne, from 2004 until it was acquired by Dentsu in 2010. He also previously held a series of senior management positions at Net2Phone and as General Manager at TheGlobe.com. Mr. Wiener currently serves on the Advisory Board for IAB and the Newhouse School of Communications at Syracuse University, where he was inducted into the S.I. Newhouse School of Public Communications Hall of Fame. Mr. Wiener has been named a “Media Maven” by Advertising Age and to the “Mediaweek 50 List” (now part of Adweek).

#### **About comScore**

comScore is a leading cross-platform measurement company that measures audiences, brands and consumer behavior everywhere. comScore completed its merger with Rentrak Corporation in January 2016, to create the new model for a dynamic, cross-platform world. Built on precision and innovation, comScore’s 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 a global footprint in more than 75 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](http://comscore.com).

#### **About Starboard Value LP**

Starboard Value LP is a New York-based investment adviser with a focused and fundamental approach to investing in publicly traded U.S. companies. Starboard invests in deeply undervalued companies and actively engages with management teams and boards of directors to identify and execute on opportunities to unlock value for the benefit of all shareholders.

---

**Cautionary Note Regarding Forward-Looking Statements**

This press release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, including, without limitation, comScore's expectations regarding the Company's financial re-statement process, delivering and enhancing shareholder value and operational initiatives for growth. These statements involve risks and uncertainties that could cause our actual results to differ materially from expectations, including, but not limited to, the difficulty of predicting the timing of the completion of the Company's financial restatements and related audits, its impact on the Company's historical financial information, and the timing of the related filings; costs, risks and uncertainties associated with the restatements and audits; risks relating to the substantial costs and diversion of personnel's attention and resources deployed to address the financial reporting and internal control matters as well as risks and uncertainties associated with terminating the Company's tax asset protection rights agreement and other uncertainties arising out of the Company's settlement agreement with Starboard. For additional discussion of risk factors, please refer to filings that comScore makes from time to time with the SEC and which are available on the SEC's website ([www.sec.gov](http://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.

**Press Contact:**

Andrew Lipsman  
comScore, Inc.  
312-775-6510  
[press@comscore.com](mailto:press@comscore.com)

## COMSCORE, INC.

## INDEMNIFICATION AGREEMENT

THIS AGREEMENT is entered into, effective as of \_\_\_\_\_, 20[•] by and between comScore, Inc., a Delaware corporation (the "Company"), and (Indemnitee).

WHEREAS, it is essential to the Company to retain and attract as directors and officers the most capable persons available;

WHEREAS, Indemnitee is a director and/or officer of the Company;

WHEREAS, both the Company and Indemnitee recognize the increased risk of litigation and other claims currently being asserted against directors and officers of corporations;

WHEREAS, Delaware law authorizes corporations to indemnify their directors and officers and to advance certain expenses, and the Amended and Restated Certificate of Incorporation (the "Certificate of Incorporation") and Amended and Restated Bylaws (the "Bylaws") of the Company (together, the "Constituent Documents") require the Company to indemnify and advance expenses to its directors and officers to the fullest extent permitted under Delaware law, and the Indemnitee will serve, has been serving and/or continues to serve as a director and/or officer of the Company in part in reliance on the Constituent Documents; and

WHEREAS, in recognition of Indemnitee's need for (i) substantial protection against personal liability based on Indemnitee's reliance on the Constituent Documents, (ii) specific contractual assurance that the protection promised by the Constituent Documents will be available to Indemnitee (regardless of, among other things, any amendment to or revocation of the Constituent Documents or any change in the composition of the Company's Board of Directors or acquisition or change-of-control transaction relating to the Company) and (iii) an inducement to provide effective services to the Company as a director and/or officer, the Company wishes to provide in this Agreement for the indemnification of and the advancing of expenses to Indemnitee to the fullest extent (whether partial or complete) permitted under Delaware law and as set forth in this Agreement, and, to the extent insurance is maintained, to provide for the continued coverage of Indemnitee under the Company's directors' and officers' liability insurance policies.

NOW, THEREFORE, in consideration of the above premises and of Indemnitee continuing to serve the Company directly or, at its request, with another enterprise, and intending to be legally bound hereby, the parties agree as follows:

1. Certain Definitions:

(a) "Affiliate" shall mean any corporation or other person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with, the person specified, including, without limitation, with respect to the Company, any direct or indirect subsidiary of the Company.

(b) “Board” shall mean the Board of Directors of the Company.

(c) “Expenses” shall mean any expense, including all fees, expenses, and costs of attorneys and experts, paid or incurred in connection with investigating, defending, being a witness in, participating in (including on appeal) or preparing for any of the foregoing in, any Proceeding relating to any Indemnifiable Event.

(d) “Indemnifiable Event” shall mean any event or occurrence that takes place either prior to or after the execution of this Agreement, related to the fact that Indemnitee is or was a director or officer of the Company or an Affiliate of the Company, or while a director or officer is or was serving at the request of the Company or an Affiliate of the Company as a director, officer, manager, member, partner, employee, trustee, agent or fiduciary of another foreign or domestic corporation, partnership, limited liability company, joint venture, employee benefit plan, trust or other enterprise or was a director, officer, manager, member, partner, employee or agent of a foreign or domestic corporation that was a predecessor corporation of the Company or of another enterprise at the request of such predecessor corporation, or related to anything done or not done by Indemnitee in any such capacity, whether or not the basis of the Proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent of the Company or an Affiliate of the Company, as described above.

(e) “Indemnifiable Losses” shall mean any and all Expenses, damages, losses, liabilities, judgments, fines, penalties (whether civil, criminal or other) ERISA excise taxes and penalties, and amounts paid or to be paid in settlement, and includes all interest, assessments and other charges paid or incurred in connection with or in respect of any of the foregoing, any federal, state, local or foreign taxes imposed as a result of the actual or deemed receipt of any payments under this Agreement, and all other obligations, paid or incurred in connection with any Proceeding relating to any Indemnifiable Event or paid or incurred in connection with any determination by a Reviewing Party under Section 4(a) or any suit to enforce rights under Section 4(e).

(f) “Independent Counsel” shall mean the person or body appointed in connection with Section 3.

(g) “Proceeding” shall mean any threatened, asserted, pending or completed action, suit, demand or proceeding or any alternative dispute resolution mechanism (including an action by or in the right of the Company or an Affiliate of the Company) or any inquiry, hearing or investigation, whether conducted by the Company or an Affiliate of the Company or any other party, that Indemnitee in good faith believes might lead to the institution of any such action, suit or proceeding, whether civil, criminal, administrative, investigative or other.

(h) “Reviewing Party” shall mean the person or body appointed in accordance with Section 3.

(i) “Voting Securities” shall mean any securities of the Company that vote generally in the election of directors.

## 2. Agreement to Indemnify.

(a) General Agreement. Subject to the procedures set out in Sections 3 and 4, in the event Indemnitee was, is or becomes a party to or witness or other participant in, or is threatened to be made a party to or witness or other participant in, a Proceeding by reason of (or arising in part out of) an Indemnifiable Event, the Company shall indemnify Indemnitee from and against any and all Indemnifiable Losses to the fullest extent permitted by law, as the same exists or may hereafter be amended or interpreted (but in the case of any such amendment or interpretation, only to the extent that such amendment or interpretation permits the Company to provide broader indemnification rights than were permitted prior thereto). The parties hereto intend that this Agreement shall provide for indemnification in excess of that expressly permitted by statute, including, without limitation, any indemnification provided by the Constituent Documents, a vote of the Company's stockholders or disinterested directors or applicable law. No repeal or amendment of any law of the State of Delaware will in any way diminish or adversely affect the rights of Indemnitee pursuant to this Agreement.

(b) Initiation of Proceeding. Notwithstanding anything in this Agreement to the contrary, Indemnitee shall not be entitled to indemnification pursuant to this Agreement in connection with any Proceeding initiated by Indemnitee against the Company or any director or officer of the Company (other than compulsory counterclaims) unless (i) the Company has joined in or the Board has consented to the initiation of such Proceeding, (ii) the Proceeding is one to enforce indemnification rights under Section 5 or (iii) Independent Counsel has approved its initiation.

(c) Expense Advances. If so requested by Indemnitee, the Company shall advance (within five (5) days of such request) any and all Expenses to Indemnitee (an "Expense Advance") relating to, arising out of or resulting from any Proceeding related to an Indemnifiable Event paid or incurred by Indemnitee or which Indemnitee determines are reasonably likely to be paid or incurred by Indemnitee; provided that Indemnitee shall repay, without interest, any amounts actually advanced to Indemnitee that, at the final disposition of the Proceeding to which the Expense Advance was related, were in excess of amounts paid or payable by Indemnitee in respect of Expenses relating to, arising out of or resulting from such Proceeding. Indemnitee's right to such Expense Advance is not subject to the satisfaction of any standard of conduct and is not conditioned upon any prior determination that Indemnitee is entitled to indemnification under this Agreement with respect to the Proceeding or Indemnifiable Event. This Section 2(c) shall not apply to any claim made by Indemnitee for which indemnity is excluded pursuant to Sections 2(b) or 2(f). In connection with any Expense Advance, Indemnitee shall execute and deliver to the Company an undertaking in the form attached hereto as Exhibit A (subject to Indemnitee filling in the blanks therein and selecting from among the bracketed alternatives therein), which shall not be secured and shall not bear interest and shall be accepted by the Company without reference to Indemnitee's ability to repay the Expense Advances. In no event shall Indemnitee's right to the payment, advancement, or reimbursement of Expenses pursuant to this Section 2(c) be conditioned upon any undertaking that is less favorable to Indemnitee than, or that is in addition to, the undertaking set forth in Exhibit A.

(d) Mandatory Indemnification. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee has been successful on the merits or otherwise in defense of any Proceeding relating in whole or in part to an Indemnifiable Event or in defense of any issue or matter therein, Indemnitee shall be indemnified against all Indemnifiable Losses incurred in connection therewith and shall not be required to attain a favorable determination by a Reviewing Party under Section 4 of this Agreement prior to receiving such indemnification.

(e) Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Indemnifiable Losses, but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

(f) Prohibited Indemnification. No indemnification pursuant to this Agreement shall be paid by the Company on account of any Proceeding in which a final judgment is rendered against Indemnitee or Indemnitee enters into a settlement, in each case (i) for an accounting of profits made from the purchase or sale by Indemnitee of securities of the Company pursuant to the provisions of Section 16(b) of the Exchange Act or similar provisions of any federal, state or local laws; (ii) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision; or (iii) for which payment is prohibited by law. Notwithstanding anything to the contrary stated or implied in this Section 2(f), indemnification pursuant to this Agreement relating to any Proceeding against Indemnitee for an accounting of profits made from the purchase or sale by Indemnitee of securities of the Company pursuant to the provisions of Section 16(b) of the Exchange Act or similar provisions of any federal, state or local laws shall not be prohibited if Indemnitee ultimately establishes in any Proceeding that no recovery of such profits from Indemnitee is permitted under Section 16(b) of the Exchange Act or similar provisions of any federal, state or local laws.

3. Reviewing Party. For purposes of making determinations concerning the rights of Indemnitee to indemnity payments and Expense Advances under this Agreement, any other agreement, applicable law or the Constituent Documents now or hereafter in effect relating to indemnification for Indemnifiable Events, the Reviewing Party shall chosen by Indemnitee and shall be either:

(a) Any appropriate person or body consisting of a member or members of the Board or any other person or body appointed by the Board who is not a party to the particular Proceeding with respect to which Indemnitee is seeking indemnification; or

(b) The Independent Counsel referred to below.

(c) "Independent Counsel" shall mean counsel selected by Indemnitee and approved by the Company (which approval shall not be unreasonably withheld or delayed), who has not otherwise performed services for the Company, the Indemnitee or any other named (or, exclusively with regard to a threatened matter, likely to be named) party to the Proceeding (other than in connection with indemnification matters) within the last five (5) years. The Independent Counsel shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees of the Independent Counsel and to indemnify fully such counsel against any and all expenses (including attorneys' fees), claims, liabilities, loss and damages arising out of or relating to this Agreement or the engagement of Independent Counsel pursuant hereto.

#### 4. Indemnification Process and Appeal.

(a) Indemnification Payment. Indemnitee shall be entitled to indemnification of Indemnifiable Losses, and shall receive payment thereof, from the Company in accordance with this Agreement upon determination by the Reviewing Party that Indemnitee is entitled to indemnification from the Company under applicable law. The Reviewing Party shall render a written opinion to the Company and Indemnitee as to whether and to what extent the Indemnitee is entitled to indemnification under applicable law. Indemnitee shall cooperate with the Reviewing Party making a determination with respect to Indemnitee's entitlement to indemnification, including providing to the Reviewing Party upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination and the Company shall indemnify and reimburse Indemnitee for all expenses incurred in connection with such cooperation.

(b) Timing of Determination of Eligibility for Indemnification. The Company shall use its reasonable best efforts to cause any determination required under Section 4(a) to be made as promptly as practicable. If (i) the Reviewing Party shall not have made a determination within 30 days after the later of (A) receipt by the Company of written notice from Indemnitee advising the Company of the final disposition of the applicable Proceeding (the date of such notice being the "Notification Date") and (B) the selection of Independent Counsel, if such determination is to be made by Independent Counsel, and (ii) Indemnitee shall have fulfilled all obligations set forth in Section 4(a), then Indemnitee shall be deemed to have satisfied the applicable standard of conduct; provided that such 30-day period may be extended for a reasonable time, not to exceed an additional 30 days, if the Reviewing Party in good faith requires such additional time for the obtaining, evaluation, or documentation of information relating thereto.

(c) Timing of Indemnification Payment. If (i) the Reviewing Party determines that Indemnitee is entitled to indemnification under applicable law, (ii) no such determination is required for indemnification (i.e., indemnification pursuant to Section 2(d)), or (iii) Indemnitee is deemed to have satisfied the applicable standard of conduct by operation of Section 4(b), then the Company shall pay to Indemnitee, within five (5) business days after the later of (x) the Notification Date and (y) the earliest date on which the applicable criterion specified in clause (i), (ii), or (iii) above shall have been satisfied, an amount equal to the amount of such Indemnifiable Losses.

(d) Reviewing Party's Determination. The Reviewing Party shall presume that Indemnitee is entitled to indemnification and Expense Advance. The Company may overcome such presumption only with clear and convincing evidence to the contrary. Any determination by a Reviewing Party that Indemnitee is entitled to indemnification or Expense Advance pursuant to this Agreement shall be binding in all respects, including with respect to any litigation or other action or proceeding initiated by Indemnitee to enforce his or her rights hereunder. If the Reviewing Party determines that Indemnitee is not entitled to indemnification under applicable law, Indemnitee may appeal such a determination according to Section 4(e) of this Agreement.

(e) Suit to Enforce Rights. If (i) Indemnitee is entitled to indemnification under this Agreement and Indemnitee has not received full indemnification from the Company within 30 days of the deadline set forth in the Section granting such indemnification rights or (ii) the Reviewing Party determines that Indemnitee is not entitled to indemnification under applicable law, Indemnitee shall have the right to enforce its indemnification rights under this Agreement or appeal such decision, as the case may be, by commencing litigation in the Delaware Court of Chancery seeking an initial determination by the court or challenging any determination by the Reviewing Party or any aspect thereof. The Company hereby consents to service of process and to appear in any such proceeding. Any determination by the Reviewing Party not challenged by the Indemnitee in accordance with this Section 4(e) shall be binding on the Company and Indemnitee. The Company shall be precluded from asserting in any such proceeding that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement. The remedy provided for in this Section 4(e) shall be in addition to any other remedies available to Indemnitee at law or in equity.

(f) Defense to Indemnification and Burden of Proof. It shall be a defense to any action brought by Indemnitee against the Company to enforce this Agreement (other than an action brought to enforce a claim for Expenses incurred in defending a Proceeding in advance of its final disposition) that it is not permissible under applicable law for the Company to indemnify Indemnitee for the amount claimed. In connection with any such action or any determination by the Reviewing Party or otherwise as to whether Indemnitee is entitled to be indemnified hereunder, the burden of proving such a defense or determination shall be on the Company. Such burden must be satisfied by clear and convincing evidence. Neither the failure of the Reviewing Party to have made a determination prior to the commencement of such action by Indemnitee that indemnification of the Indemnitee is proper under the circumstances because Indemnitee has met the standard of conduct set forth in applicable law, nor an actual determination by the Reviewing Party that the Indemnitee had not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the Indemnitee has not met the applicable standard of conduct.

(g) Presumption upon Disposition other than Adverse Judgment. The Company acknowledges that a resolution, disposition or outcome short of dismissal or final judgment, including outcomes that permit Indemnitee to avoid expense, delay, embarrassment, injury to reputation, distraction, disruption or uncertainty, may constitute success in the Proceeding. In the event that any Proceeding relating to an Indemnifiable Event or any portion thereof or issue or matter therein is resolved or disposed of in any manner other than by adverse judgment against Indemnitee (including any resolution or disposition thereof by means of settlement with or without payment of money or other consideration), it shall be presumed that Indemnitee has been successful on the merits or otherwise in defense of such Proceeding or portion thereof or issue or matter therein. The Company may overcome such presumption only by its adducing clear and convincing evidence to the contrary.

(h) Presumption upon Other Dispositions of Proceedings. For purposes of the Reviewing Party's standard of conduct determination required under Section 4(a), the termination of any Proceeding by judgment, order, settlement (whether with or without court approval), conviction or upon a plea of nolo contendere or its equivalent, shall not create a presumption that Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law.

(i) Reliance and Good Faith Presumptions. For purposes of any determination of good faith under any applicable standard of conduct, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Company, including financial statements, or on information supplied to Indemnitee by the officers of the Company in the course of their duties, or on the advice of legal counsel for the Company or the Board or counsel selected by any committee of the Board or on information or records given or reports made to the Company by an independent certified public accountant or by an appraiser, investment banker or other advisor selected with reasonable care by the Company or the Board or any committee of the Board. The provisions of the preceding sentence shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct. The knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Company shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

5. Indemnification for Expenses Incurred in Enforcing Rights. The Company shall indemnify Indemnitee against any and all Indemnifiable Losses (including advancing such Expenses under Section 2(c)) that are incurred by Indemnitee in connection with any action brought by Indemnitee for:

(a) indemnification of Indemnifiable Losses or Expense Advances by the Company under this Agreement or any other agreement or under applicable law or the Constituent Documents now or hereafter in effect relating to indemnification for Indemnifiable Events; and/or

(b) recovery under directors' and officers' liability insurance policies maintained by the Company; but only in the event that Indemnitee ultimately is determined to be entitled to such indemnification or insurance recovery, as the case may be.

6. Notification and Defense of Proceeding.

(a) Notice. Promptly after Indemnitee receives notice or becomes aware of any Proceeding, Indemnitee shall, if a claim in respect thereof is to be made against the Company under this Agreement, notify the Company of the commencement thereof; but the omission so to notify the Company will not relieve the Company from any liability that it may have to Indemnitee, except as provided in Section 6(c). The Company shall promptly provide notice of such Proceeding to the insurance carriers providing directors' and officers' liability insurance and shall provide copies of all correspondence with such carrier related to the Proceeding to Indemnitee.

(b) Defense. With respect to any Proceeding as to which Indemnatee notifies the Company of the commencement thereof, the Company will be entitled to participate in the Proceeding at its own expense and except as otherwise provided below, to the extent the Company so wishes, it may assume the defense thereof with counsel reasonably satisfactory to Indemnatee. After notice from the Company to Indemnatee of its election to assume the defense of any Proceeding, the Company shall not be liable to Indemnatee under this Agreement or otherwise for any Expenses subsequently incurred by Indemnatee in connection with the defense of such Proceeding other than reasonable costs of investigation or as otherwise provided below. Indemnatee shall have the right to employ separate legal counsel (but not more than one law firm plus, if applicable, local counsel in respect of any particular Indemnifiable Claim) in such Proceeding at Indemnatee's own expense, provided that all Expenses related thereto incurred after notice from the Company of its assumption of the defense shall be at the Company's expense if any of the following situations occur: (i) the employment of legal counsel by Indemnatee has been authorized by the Company, (ii) the employment of counsel by Indemnatee has been approved by the Independent Counsel, (iii) the Company shall not in fact have employed counsel to assume the defense of such Proceeding, (iv) the use of counsel chosen by the Company to represent Indemnatee would present such counsel with an actual or potential conflict, (v) the named parties in any such Proceeding (including any impleaded parties) include both the Company and Indemnatee and Indemnatee shall conclude that there may be one or more legal defenses available to Indemnatee that are different from or in addition to those available to the Company, or (vi) any such representation by counsel would be precluded under the applicable standards of professional conduct then prevailing in each of which cases all Expenses of the Proceeding shall be borne by the Company. The Company shall not be entitled to assume the defense of any Proceeding brought by or on behalf of the Company, or as to which Indemnatee shall have made the determination provided for under the circumstances provided for in (ii) and (iii) above or in (iv), (v) and (vi) above.

(c) Settlement of Claims. The Company shall not be liable to indemnify Indemnatee under this Agreement or otherwise for any amounts paid in settlement of any Proceeding effected without (i) the Company's written consent, such consent not to be unreasonably withheld or (ii) approval of the settlement by the Independent Counsel, if applicable. The Company shall not settle any Proceeding without Indemnatee's written consent unless such settlement solely involves the payment of money and includes a complete and unconditional release of Indemnatee from all claims that are the subject of the Proceeding. The Company shall not be liable to indemnify the Indemnatee under this Agreement with regard to any judicial award if the Company was not given a reasonable and timely opportunity as a result of Indemnatee's failure to provide notice, at its expense, to participate in the defense of such action, and the lack of such notice materially prejudiced the Company's ability to participate in defense of such action. The Company's liability hereunder shall not be excused if participation in the Proceeding by the Company was barred by this Agreement.

7. Non-Exclusivity. The rights of Indemnatee hereunder will be in addition to any other rights Indemnatee may have under the Constituent Documents, applicable law, any other contract, or otherwise; provided, however, that this Agreement shall supersede any prior indemnification agreement between the Company and the Indemnatee. To the extent that a change in applicable law (whether by statute or judicial decision) permits greater indemnification than would be afforded currently under the Constituent Documents, applicable law or this

Agreement, it is the intent of the parties that Indemnitee enjoy by this Agreement the greater benefits so afforded by such change. The Company will not adopt any amendment to any Constituent Documents, the effect of which would be to deny, diminish or encumber Indemnitee's rights to indemnification under this Agreement, the Constituent Documents, applicable law, any other contract or otherwise.

8. Liability Insurance. For the duration of Indemnitee's service as a director and/or officer of the Company, and thereafter for so long as Indemnitee shall be subject to any pending or possible Proceeding arising from an Indemnifiable Event, the Company shall use commercially reasonable efforts (taking into account the scope and amount of coverage available relative to the cost thereof) to continue to maintain in effect the policies of general and/or directors' and officers' liability insurance providing coverage that is at least substantially comparable in scope and amount to that provided by the Company's current policies. Indemnitee shall be named as an insured by such policy or policies, in accordance with its or their terms, to the maximum extent of the coverage available for any Company director or officer. Without limiting the generality of the preceding sentences of this Section 8, the Company shall not discontinue or significantly reduce the scope or amount of coverage from one policy period to the next (i) without the prior approval thereof of a majority of the Directors serving as of the date of this Agreement, even if less than a quorum or (ii) if at such time there are no such directors serving, without the prior written consent of Indemnitee (which consent shall not be unreasonably withheld or delayed).

9. Period of Limitations. No legal action shall be brought and no cause of action shall be asserted by or on behalf of the Company or any Affiliate of the Company against Indemnitee, Indemnitee's spouse, heirs, executors or personal or legal representatives after the expiration of two (2) years from the date of accrual of such cause of action or such longer period as may be required by state law under the circumstances. Any claim or cause of action of the Company or its Affiliate shall be extinguished and deemed released unless asserted by the timely filing and notice of a legal action within such period; provided, however, that if any shorter period of limitations is otherwise applicable to any such cause of action, the shorter period shall govern.

10. Amendment of this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be binding unless in the form of a writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

11. Subrogation. In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

12. No Duplication of Payments. The Company shall not be liable under this Agreement to make any payment in connection with any claim made against Indemnitee to the extent Indemnitee has otherwise received (and is entitled to retain) payment (under any insurance policy, Bylaw or otherwise) of the amounts otherwise indemnifiable hereunder (net of any expenses incurred in obtaining such payment).

13. Duration of Agreement. This Agreement shall continue until and terminate upon the later of (a) six (6) years after the date that Indemnitee shall have ceased to serve as a director or officer of the Company or (b) one (1) year after the final termination of any Proceeding, including any appeal, then pending in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunder and of any proceeding commenced by Indemnitee pursuant to Section 4(b) of this Agreement relating thereto.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation, reorganization or otherwise to all or substantially all of the business and/or assets of the Company), assigns, spouses, heirs and personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation, reorganization or otherwise) to all, substantially all or a substantial part, of the business and/or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. The indemnification provided under this Agreement shall continue as to Indemnitee for any action taken or not taken while serving in an indemnified capacity pertaining to an Indemnifiable Event even though Indemnitee may have ceased to serve in such capacity at the time of any Proceeding.

15. Severability. If any provision (or portion thereof) of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, (a) the remaining provisions shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of this Agreement containing any provision held to be invalid, void or otherwise unenforceable, that is not itself invalid, void or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, void or unenforceable. If any court shall decline to reform any provision of this Agreement held to be invalid, void or unenforceable as contemplated by the preceding sentence, the parties shall take all such action as may be necessary or appropriate to replace the provision so held to be invalid, void or unenforceable with one or more alternative provisions that effectuate the purpose and intent of the original provisions of this Agreement as fully as possible without being invalid, void or unenforceable.

16. Contribution. To the fullest extent permissible under applicable law in effect on the date hereof or as may be amended to increase the scope of permitted or required indemnification, whether or not the indemnification provided for in this Agreement is available to Indemnitee for any reason whatsoever, the Company shall pay all or a portion of the amount that would otherwise be incurred by Indemnitee for Indemnifiable Losses in connection with any

claim relating to an Indemnifiable Event, as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s). Notwithstanding the foregoing, such contribution shall not be required where it is determined, pursuant to a final disposition of such Proceeding or Indemnifiable Loss in accordance with Section 4 of this Agreement, that Indemnitee is not entitled to indemnification by the Company with respect to such Proceeding or Indemnifiable Loss.

17. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes in its entirety all prior undertakings and agreements, including the any prior agreement with respect to the subject matter hereof, of the Company and the Indemnitee with respect to the subject matter hereof.

18. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in such State without giving effect to its principles of conflicts of laws. The Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement may be brought in the Delaware Court of Chancery; (ii) consent to submit to the jurisdiction of the Delaware Court of Chancery for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court of Chancery, and (iv) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court of Chancery has been brought in an improper or inconvenient forum.

19. Notices. All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt or mailed, postage prepaid, certified or registered mail, return receipt requested and addressed to the Company at:

comScore, Inc.  
Attn: General Counsel  
11950 Democracy Drive, Suite 600  
Reston, Virginia 20190

and to Indemnitee at the address set forth below Indemnitee's signature hereto.

Notice of change of address shall be effective only when given in accordance with this Section. All notices complying with this Section shall be deemed to have been received on the date of hand delivery or on the third business day after mailing.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day specified above.

**COMSCORE, INC.**  
a Delaware corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INDEMNITEE,**  
an individual

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[Signature Page to Indemnification Agreement]*

**EXHIBIT A**

**UNDERTAKING**

This Undertaking is submitted pursuant to the Indemnification Agreement, dated as of \_\_\_\_\_, (the "Indemnification Agreement"), between comScore, Inc., a Delaware corporation (the "Company"), and the undersigned. Capitalized terms used and not otherwise defined herein have the meanings ascribed to such terms in the Indemnification Agreement.

The undersigned hereby requests [**payment**], [**advancement**], [**reimbursement**] by the Company of Expenses which the undersigned [**has incurred**] [**reasonably expects to incur**] in connection with \_\_\_\_\_ (the "Proceeding").

The undersigned hereby undertakes to repay the [**payment**], [**advancement**], [**reimbursement**] of Expenses made by the Company to or on behalf of the undersigned in response to the foregoing request to the extent it is determined, following the final disposition of the Indemnifiable Claim and in accordance with Section 4 of the Indemnification Agreement, that the undersigned is not entitled to indemnification by the Company under the Indemnification Agreement with respect to the Proceeding.

IN WITNESS WHEREOF, the undersigned has executed this Undertaking as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

October 4, 2017  
Securities and Exchange Commission  
100 F Street, N.E.  
Washington, DC 20549

Ladies and Gentlemen:

We have read Item 4.01 of Form 8-K dated October 4, 2017, of comScore, Inc. and are in agreement with the statements contained in the first, third, fifth and sixth paragraphs on pages 3-4 therein. We have no basis to agree or disagree with other statements of the registrant contained therein.

/s/ Ernst & Young LLP



NOT FOR IMMEDIATE RELEASE

Contact: Andrew Lipsman  
comScore, Inc.  
312-775-6510  
press@comscore.com

**comScore Names New Independent Directors to Board**

***Reaches Settlement Agreement with Starboard***

***Tax Asset Protection Rights Agreement Terminated***

**RESTON, Va. – September 29, 2017** – comScore, Inc. (OTC: SCOR) today announced that it has agreed to appoint new independent directors to its Board as part of a settlement agreement with Starboard Value LP, one of comScore’s largest shareholders, with a 4.8% ownership position. The new independent directors, who were proposed by Starboard and approved by the comScore board, will be Wesley Nichols, Paul Reilly and Bryan Wiener. Another new independent director to be proposed by Starboard will be named shortly as well. The four new directors will join the five directors currently serving on comScore’s Board.

Sue Riley, comScore’s Board Chair, said, “We are pleased to welcome these highly respected, independent directors to our board, and to have reached an agreement with Starboard that we believe is in the best interests of all our shareholders. The new directors will bring valuable experience and fresh perspectives to our Company at an important time, and their addition represents another significant step forward as we seek to set a clear path forward for comScore. Having now substantially reconstituted the Board and reached an agreement with Starboard, we continue to be laser focused on resolving the Company’s pending financial statement restatements and ensuring we deliver value to our shareholders.”

Peter A. Feld, Managing Member of Starboard Value, said, “The appointment of these new directors will provide additional insights and valuable expertise to comScore as it continues to focus on profitability and growth. We are pleased to have worked constructively with comScore to reach this agreement, which we believe will further strengthen the Board of Directors. We are confident that the newly reconstituted board will enhance value for shareholders and improve the Company’s financial reporting and operations.”

Pursuant to the agreement, Starboard has agreed to dismiss its current litigation against the Company. Further, in connection with the agreement, the Company announced that its tax asset protection rights agreement has been amended to accelerate the expiration date to September 28, 2017.

The complete agreement between comScore and Starboard will be filed with the U.S. Securities and Exchange Commission on Form 8-K.

King & Spalding served as the Special Committee’s legal advisor in connection with the Company’s settlement with Starboard and Jones Day served as the Company’s legal advisor. Goldman Sachs served as the Company’s financial advisor.

## New Directors

Wesley Nichols is an industry authority in predictive analytics, AI/Machine Learning, and technology. He is currently a Board Partner at Upfront Ventures and an active technology investor and advisor. Most recently, he was the SVP, Strategy at Neustar, Inc., a leading company in authenticated identity for marketing and security, which was recently acquired by Golden Gate Capital. A year earlier, Neustar acquired his company MarketShare, where he was co-founder and CEO from 2005 to 2016. Prior to that, Mr. Nichols was President and CEO of TBWA's digital business at Omnicom Group and founder and CEO of Direct Partners, which was acquired by Omnicom Group. Mr. Nichols is a member of the Board of Directors of TrueCar, Inc., BJ's Restaurants, Inc. and the LAPD Foundation, and a Trustee of Randolph-Macon College. He is the author of the Harvard Business Review cover story, Analytics 2.0 and the 2016 winner of the EY Entrepreneur of the Year Award.

Paul Reilly is a global strategist and seasoned financial executive with first-hand understanding of operating in the global marketplace. He is currently a member of the board of directors of Cabot Microelectronics Corporation and Assurant, Inc. Most recently, Mr. Reilly served as EVP of Arrow Electronics, Inc., a global provider of products, services and solutions to industrial and commercial users of electronic components and enterprise computing solutions, until he retired in February 2017. Prior to that, he served in numerous senior executive roles at Arrow Electronics, including as EVP, Finance and Operations, CFO, SVP and Head of Global Operations. He joined Arrow Electronics in early 1991 and held various positions within the company prior to assuming the role of CFO in 2001. Before joining Arrow Electronics, Mr. Reilly worked in the business assurance practice of the New York office of KPMG Peat Marwick. He is a certified public accountant.

Bryan Wiener is an Internet entrepreneur with over 20 years of experience pioneering digital companies, and a track record for growing businesses in disruptive markets, including the rise of 360i as a leading digitally led advertising agency, where he currently serves as Executive Chairman (and previously served as CEO from 2005 to 2013). Prior to that, Mr. Wiener was Co-CEO of Innovation Interactive, the privately held parent company of 360i and digital media SaaS provider IgnitionOne, from 2004 until it was acquired by Dentsu in 2010. He also previously held a series of senior management positions at Net2Phone and as General Manager at TheGlobe.com. Mr. Wiener currently serves on the Advisory Board for IAB and the Newhouse School of Communications at Syracuse University, where he was inducted into the S.I. Newhouse School of Public Communications Hall of Fame. Mr. Wiener has been named a "Media Maven" by Advertising Age and to the "Mediaweek 50 List" (now part of Adweek).

## About comScore

comScore is a leading cross-platform measurement company that measures audiences, brands and consumer behavior everywhere. comScore completed its merger with Rentrak Corporation in January 2016, to create the new model for a dynamic, cross-platform world. Built on precision and innovation, comScore's 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 a global footprint in more than 75 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](http://comscore.com).

### **About Starboard Value LP**

Starboard Value LP is a New York-based investment adviser with a focused and fundamental approach to investing in publicly traded U.S. companies. Starboard invests in deeply undervalued companies and actively engages with management teams and boards of directors to identify and execute on opportunities to unlock value for the benefit of all shareholders.

### **Cautionary Note Regarding Forward-Looking Statements**

This press release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, including, without limitation, comScore's expectations regarding the Company's financial re-statement process, delivering and enhancing shareholder value and operational initiatives for growth. These statements involve risks and uncertainties that could cause our actual results to differ materially from expectations, including, but not limited to, the difficulty of predicting the timing of the completion of the Company's financial restatements and related audits, its impact on the Company's historical financial information, and the timing of the related filings; costs, risks and uncertainties associated with the restatements and audits; risks relating to the substantial costs and diversion of personnel's attention and resources deployed to address the financial reporting and internal control matters as well as risks and uncertainties associated with terminating the Company's tax asset protection rights agreement and other uncertainties arising out of the Company's settlement agreement with Starboard. For additional discussion of risk factors, please refer to filings that comScore makes from time to time with the SEC and which are available on the SEC's website ([www.sec.gov](http://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.

