

COMSCORE, INC.

CLAWBACK POLICY

This Clawback Policy (this “**Policy**”) has been adopted by the Board of Directors (the “**Board**”) of comScore, Inc. (the “**Company**”) effective as of the date of adoption written below (the “**Effective Date**”) in advance of the effective date of final rules or regulations (“**Final Regulations**”) expected to be adopted by the U.S. Securities and Exchange Commission (the “**Commission**”) and the effective date of listing requirements expected to be adopted by the Nasdaq Stock Market that would implement the incentive-based compensation recovery requirements set forth in Section 10D of the Securities Exchange Act of 1934 (the “**Exchange Act**”), as added by Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

The Company has adopted this Policy to provide for the recoupment of certain executive compensation in certain circumstances as further described in this Policy. The Board believes it is in the best interests of the Company and its stockholders to create and maintain a culture that emphasizes integrity and accountability and to reinforce the Company’s pay-for-performance compensation philosophy by adopting this Policy.

1. Recovery Following Triggering Event.

(a) If (i) following the Effective Date, the Company is required to prepare an accounting restatement due to the Company’s material noncompliance with any financial reporting requirement under the U.S. federal securities laws (a “**Triggering Event**”), and (ii) the Board, upon the recommendation of the Compensation Committee of the Board (or any successor thereto) (the “**Committee**”), reasonably, and in good faith, determines that any current or former Section 16 Officer of the Company who Received Incentive-Based Compensation on or after the Effective Date has willfully committed an act of fraud, dishonesty, or recklessness in the performance of his or her duties as an executive officer of the Company that contributed to the noncompliance that resulted in the Company’s obligation to prepare the accounting restatement (“**Misconduct**,” and each such current or former Section 16 Officer that the Board determines to have engaged in Misconduct, a “**Culpable Executive**”), then (iii) upon (but subject to) the recommendation of the Committee, the Board will direct the Company to, subject to the terms of this Policy, use prompt and reasonable efforts to recover from each Culpable Executive all Excessive Incentive-Based Compensation. For the avoidance of doubt, a restatement of the Company’s financial statements due to a change in accounting policies or principles shall not be deemed a Triggering Event.

(b) If (i) following the Effective Date, there is a Triggering Event, and (ii) the Board, upon the recommendation of the Committee, reasonably, and in good faith, determines that any Incentive-Based Compensation or other Company equity, equity-based or cash-based awards or profits from the sale of Company equity of the Chief Executive Officer and Chief Financial Officer is required to be recovered under Section 304 of The Sarbanes-Oxley Act of 2002 (the “**SOX Recoverable Compensation**”), then (iii) upon (but subject to) the recommendation of the Committee, the Board will direct the Company to, subject to the terms of this Policy, use prompt and reasonable efforts to recover from the Chief Executive Officer and Chief Financial Officer any SOX Recoverable Compensation.

2. Recovery Following Detrimental Activity. If (a) following the Effective Date, the Board, upon the recommendation of the Committee, reasonably, and in good faith determines that any Incentive-Based Compensation or other compensation has been awarded to or received by a current or former Section 16 Officer of the Company, and that such compensation was based on any financial results or operating metrics that were satisfied as a result of such current or former Section 16 Officer's knowing or intentional fraudulent or illegal conduct ("**Detrimental Activity**"), then (b) the Board shall use prompt and reasonable efforts to recover from such current or former Section 16 Officer (the "**Liable Executive**") such compensation (in whole or in part) that the Board reasonably and in good faith deems appropriate.

3. Recovery Following Error in Compensation Calculation. If (a) following the Effective Date, the Board, upon the recommendation of the Committee, reasonably, and in good faith determines that there was an error in the amount of Incentive-Based Compensation awarded to or received by a current or former Section 16 Officer of the Company that does not result in a Triggering Event, then (b) upon (but subject to) the recommendation of the Committee, the Board will direct the Company to, subject to the terms of this Policy, use prompt and reasonable efforts to recover from such current or former Section 16 Officer any Incentive-Based Compensation or other compensation (in whole or in part) that the Board reasonably and in good faith deems appropriate.

4. Recovery Following Egregious Conduct. If (a) following the Effective Date, the Board, upon the recommendation of the Committee, reasonably, and in good faith determines that a current or former Section 16 Officer of the Company engaged in Egregious Conduct, then (b) the Board shall use prompt and reasonable efforts to recover from such current or former Section 16 Officer (the "**Egregious Executive**") any Incentive-Based Compensation or other compensation (in whole or in part) Received by the Egregious Executive that the Board reasonably and in good faith deems appropriate.

5. Definitions. For purposes of this Policy, the following terms have the meanings set forth below:

(a) "**Egregious Conduct**" means an Egregious Executive's (i) conviction of, or plea of nolo contendere to, a felony; (ii) theft or embezzlement, or attempted theft or embezzlement, of money or property or assets of the Company; (iii) illegal use of drugs; (iv) material breach of his or her employment agreement; (v) gross negligence or willful misconduct in the performance of his or her duties; (vi) breach of any fiduciary duty owed to the Company, including, without limitation, breach of restrictive covenants; (vii) willful refusal to perform the assigned duties for which he or she is qualified as directed by his or her supervising officer or the Board or (viii) material breach of the Company's code of conduct or other policies, including, but not limited to, conduct involving sexual harassment, prohibited relationships and/or unlawful discrimination.

(b) "**Excessive Incentive-Based Compensation**" means the amount of Incentive-Based Compensation Received by a Culpable Executive in excess, as determined by the Board upon recommendation of the Committee, of the amount of Incentive-Based Compensation that otherwise would have been Received by the Culpable Executive had such Incentive-Based Compensation been determined based on the accounting restatement (computed without regard to any taxes paid), but in no event will such Excessive Incentive-Based Compensation exceed the total amount of such Incentive-Based Compensation so Received by that Culpable Executive. For any Incentive-Based Compensation based on stock price or total shareholder return metrics,

where the amount of Excessive Incentive-Based Compensation may not be subject to mathematical recalculation directly from the information in an accounting restatement or other triggering event, Excessive Incentive-Based Compensation will be based on the Board's reasonable estimate (upon recommendation of the Committee) of the effect of the accounting restatement or other triggering event on the stock price or total shareholder return upon which the Incentive-Based Compensation was earned.

(c) **"Incentive-Based Compensation"** means (i) the annual or other short-term incentive compensation earned (whether in the form of cash or equity) based on the degree of achievement of one or more financial reporting measures under the Company's annual or short-term incentive compensation programs; (ii) any stock options vested under the Company's long-term incentive and/or equity programs; (iii) the long-term incentive compensation earned (whether in the form of cash or equity) based on the degree of achievement of one or more financial reporting measures under the Company's long-term incentive compensation programs; and (iv) any other incentive-based compensation earned based on the degree of achievement of one or more financial reporting measures pursuant to an **"incentive plan,"** as such term is defined for purposes of Regulation S-K under the Exchange Act; **plus** any shares of stock issued under, and/or any other benefit related to, such compensation. Notwithstanding the foregoing, in the case of a recoupment under Section 4 of this Policy, the term Incentive-Based Compensation shall also mean any equity- or cash-based award that is earned based solely on the completion by an awardee of any applicable service condition.

(d) **"Received"** means, with respect to any Incentive-Based Compensation, the Incentive-Based Compensation (i) earned in respect of any performance period or periods that ended, or (ii) that vested, in the case of service-based stock options, either (A) at any time during the three years prior to the year in which the Board (or a committee of the Board) determines that a Triggering Event or Egregious Conduct, as applicable, has occurred, or (B) at any time prior to the Triggering Event or Egregious Conduct determination, as applicable, in the year in which the Board (or a committee of the Board) determines that a Triggering Event or Egregious Conduct has occurred. The Board shall have the discretion to determine whether the Incentive-Based Compensation Received by a current or former Section 16 Officer of the Company involves the period of time specified in clause (A) or (B), and such determination need not be uniform across the type of Incentive-Based Compensation specified in clause (i) and clause (ii), or for all current or former Section 16 Officers of the Company.

(e) **"Section 16 Officer"** has the meaning ascribed to the term **"officer"** as used in Rule 16a-1(f) under the Exchange Act.

(f) For the purpose of clarification, any compensation other than Incentive-Based Compensation subject to this policy is limited to compensation received by a current or former Section 16 Officer of the Company at any time during the three years prior to the year in which the Board (or a committee of the Board) determines that a Triggering Event or Detrimental Activity has occurred or there has been an error in the amount of paid Incentive-Based Compensation.

6. General Process. If the Board determines that (a) following the occurrence of a Triggering Event (i) one or more current or former Section 16 Officers of the Company has engaged in Misconduct or (ii) there is SOX Recoverable Compensation, (b) there are Liable Executives, (c) an error as described in Section 3 has occurred, or (d) one or more current or

former Section 16 Officers of the Company has engaged in Egregious Conduct, then the Board, upon recommendation of the Committee, will review each applicable Section 16 Officer's applicable compensation, and then, with respect to each such Section 16 Officer, the Board will, after considering the recommendations of the Committee, direct the Company to take prompt and reasonable action in accordance with this Policy to seek recovery of (i) all or some portion of such Section 16 Officers' Excessive Incentive-Based Compensation (or other compensation, as applicable) or (ii) all or some portion of such Section 16 Officers' Incentive-Based Compensation (or other compensation, as applicable).

7. Interpretation of this Policy; Determinations by the Board. The Board currently intends that this Policy will remain operative until the effective date of the Final Regulations. The Board may at any time in its sole discretion supplement or amend any provision of this Policy in any respect, repeal this Policy in whole or part or adopt a new policy relating to recovery of incentive-based compensation with such terms as the Board determines in its sole discretion to be appropriate. The Board has the exclusive power and authority to administer this Policy, including, without limitation, the right and power to interpret the provisions of this Policy and to make all determinations deemed necessary or advisable for the administration of this Policy, including, without limitation, determinations as to: (a) whether a Triggering Event has occurred; (b) whether Misconduct, Detrimental Activity, Egregious Conduct or an error in the amount of paid Incentive-Based Compensation has occurred; (c) whether any current or former Section 16 Officer of the Company is a Culpable Executive, Liable Executive or Egregious Executive; (d) whether any compensation was based on any financial results or operating metrics that were satisfied as a result of a Company Section 16 Officer's Detrimental Activity; (e) whether recovery of compensation is required under 15 U.S.C. Section 7243 (Section 304 of SOX); and (f) what constitutes Incentive-Based Compensation, Excessive Incentive-Based Compensation or other compensation. All such reasonable actions, interpretations and determinations taken or made by the Board will be final, conclusive and binding.

8. Other Recoupment Rights. The Board intends that this Policy will be applied to the fullest extent of the law. The Board may require that any employment agreement, equity award agreement or similar agreement entered into on or after the Effective Date will, as a condition to the grant of any benefit thereunder, require an executive officer to agree to abide by the terms of this Policy. Except as provided in Section 1, 2, 3, and 4, any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies or rights of recoupment that may be available to the Company pursuant to the terms of any similar policy in any employment agreement, equity award agreement, or similar agreement and any other legal remedies available to the Company. Notwithstanding anything herein to the contrary, there shall be no duplication of recovery under Sections 1, 2, 3 and 4 of this Policy or under this Policy and any of Section 304 of SOX or Section 10D of the Exchange Act.

9. Disclosure. In the event of any recovery by the Company pursuant to Sections 1 or 2 of this Policy, the Company shall, to the extent permitted, publicly disclose the amounts and circumstances in its next annual meeting proxy statement or other appropriate periodic filing with the Commission.

10. Successors. This Policy will be binding and enforceable against all Section 16 Officers of the Company and their beneficiaries, heirs, executors, administrators or other legal representatives.

Adopted as of May 30, 2018; amended December 11, 2020