UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2026

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission file number: 001-33520

COMSCORE, INC.

(Exact name of registrant as specified in its charter)

Delaware	54-1955550
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

11950 Democracy Drive, Suite 600
Reston, Virginia 20190
(Address of Principal Executive Offices)
(703) 438-2000
(Registrant's Telephone Number, Including Area Code)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Common Stock, par value $0.001 per share	SCOR	NASDAQ Global Select Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☑	Smaller reporting company	☑
		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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☑

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date: As of August 10, 2026, there were 15,184,326 shares of the registrant's Common Stock outstanding.

COMSCORE, INC.

QUARTERLY REPORT ON FORM 10-Q
FOR THE QUARTER ENDED JUNE 30, 2026

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

We may make certain statements, including in this Quarterly Report on Form 10-Q, or 10-Q, including the information contained in Item 2, "Management's Discussion and Analysis of Financial Condition and Results of Operations", and the information incorporated by reference in this 10-Q, that constitute forward-looking statements within the meaning of federal and state securities laws. Forward-looking statements are all statements other than statements of historical fact. We attempt to identify these forward-looking statements by words such as "may," "will," "should," "could," "might," "expect," "plan," "anticipate," "believe," "estimate," "target," "goal," "predict," "intend," "potential," "continue," "seek" and other comparable words. Similarly, statements that describe our business strategy, goals, prospects, opportunities, outlook, objectives, plans or intentions are also forward-looking statements. These statements may relate to, but are not limited to, expectations of future operating results or financial performance; macroeconomic trends and factors that we expect may influence our business, including changes or declines in advertising spending; expectations regarding liquidity and future payment obligations; plans regarding the timing, scope and impact of our realignment plan and the type, amount and timing of related costs; expectations regarding our commercial relationships and the development and customer adoption of our products; potential limitations on our net operating loss carryforwards and other tax assets; potential dilution from securities issuances; regulatory compliance and expected changes in the regulatory, tax, industry or privacy landscape affecting our business; expected impact of litigation and regulatory proceedings; and plans for growth and future operations, as well as assumptions relating to the foregoing.

Forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified. These statements are based on expectations and assumptions as of the date of this 10-Q regarding future events and business performance and involve known and unknown risks, uncertainties and other factors that may cause actual events or results to be materially different from any future events or results expressed or implied by these statements. These factors include those set forth in the following discussion and within Item 1A, "Risk Factors" of this 10-Q and elsewhere within this report; those identified within Item 1A, "Risk Factors" of our Annual Report on Form 10-K for the year ended December 31, 2025; and those identified in other documents that we file from time to time with the U.S. Securities and Exchange Commission, or SEC.

We believe that it is important to communicate our future expectations to our investors. However, there may be events in the future that we are not able to accurately predict or control and that may cause our actual results to differ materially from the expectations we describe in our forward-looking statements. You should not place undue reliance on forward-looking statements, which apply only as of the date of this 10-Q. You should carefully review the risk factors described in this 10-Q and in other documents that we file from time to time with the SEC. Except as required by applicable law, including the rules and regulations of the SEC, we undertake no obligation, and expressly disclaim any duty, to publicly update or revise forward-looking statements, whether as a result of any new information, future events or otherwise. Although we believe the expectations reflected in the forward-looking statements are reasonable as of the date of this 10-Q, our statements are not guarantees of future results, levels of activity, performance, or achievements, and actual outcomes and results may differ materially from those expressed in, or implied by, any of our statements.

PART I. FINANCIAL INFORMATION

ITEM 1. ***FINANCIAL STATEMENTS***

COMSCORE, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS

(In thousands, except share and per share data)	As of June 30, 2026 (Unaudited)	As of December 31, 2025
Assets		
Current assets:		
Cash and cash equivalents	$ 25,707	$ 23,621
Restricted cash	3,040	3,179
Accounts receivable, net of allowances of $292 and $496, respectively ($— and $1,019 of accounts receivable attributable to related parties, respectively)	44,078	57,260
Prepaid expenses and other current assets	15,001	12,210
Total current assets	87,826	96,270
Property and equipment, net	39,401	43,714
Operating right-of-use assets	5,095	8,565
Deferred tax assets	2,774	3,154
Intangible assets, net	1,264	2,529
Goodwill	185,347	248,636
Other non-current assets	5,823	4,841
Total assets	$ 327,530	$ 407,709
Liabilities, Convertible Redeemable Preferred Stock and Stockholders' Equity		
Current liabilities:		
Accounts payable ($3,608 and $1,762 attributable to related parties, respectively)	$ 17,693	$ 16,956
Accrued expenses ($11,428 and $9,664 attributable to related parties, respectively)	43,432	44,879
Contract liabilities ($— and $754 attributable to related parties, respectively)	35,646	36,575
Customer advances	5,940	7,605
Current operating lease liabilities	7,621	8,783
Other current liabilities	4,847	8,093
Total current liabilities	115,179	122,891
Secured term loan	—	39,297
Non-current operating lease liabilities	1,694	6,238
Non-current portion of accrued data costs ($15,559 and $18,357 attributable to related parties, respectively)	22,098	24,917
Deferred tax liabilities	732	1,997
Non-current payable to preferred stockholders (related parties)	4,766	4,457
Other non-current liabilities	3,939	6,751
Total liabilities	148,408	206,548
Commitments and contingencies		
Series C convertible redeemable preferred stock, $0.001 par value; 12,670,863 shares authorized, issued and outstanding as of June 30, 2026 and December 31, 2025; aggregate liquidation preference of $183,728 as of June 30, 2026 and December 31, 2025 (related parties)	89,654	89,722
Stockholders' equity:		
Preferred stock, $0.001 par value; 1,329,137 shares authorized as of June 30, 2026 and December 31, 2025; no shares issued or outstanding as of June 30, 2026 or December 31, 2025	—	—
Common stock, $0.001 par value; 46,000,000 shares authorized as of June 30, 2026 and December 31, 2025; 15,522,565 shares issued and 15,184,326 shares outstanding as of June 30, 2026, and 15,214,378 shares issued and 14,876,139 shares outstanding as of December 31, 2025	15	15
Additional paid-in capital	1,783,261	1,781,265
Accumulated other comprehensive loss	(12,796)	(9,862)
Accumulated deficit	(1,451,028)	(1,429,995)
Treasury stock, at cost, 338,239 shares as of June 30, 2026 and December 31, 2025	(229,984)	(229,984)
Total stockholders' equity	89,468	111,439
Total liabilities, convertible redeemable preferred stock and stockholders' equity	$ 327,530	$ 407,709

See accompanying Notes to Condensed Consolidated Financial Statements.

COMSCORE, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(Unaudited)

(In thousands, except share and per share data)	Three Months Ended June 30, 2026	Three Months Ended June 30, 2025	Six Months Ended June 30, 2026	Six Months Ended June 30, 2025
Revenues [1]	$ 79,246	$ 89,389	$ 164,568	$ 175,098
Cost of revenues [1] [2] [3]	50,982	53,099	103,970	104,846
Selling and marketing [2] [3]	14,778	16,663	30,434	31,466
Research and development [2] [3]	7,154	7,804	14,940	15,922
General and administrative [2] [3]	14,998	12,872	27,778	25,347
Amortization of intangible assets	632	632	1,264	1,264
Loss on divestiture of business, net	2,682	—	2,682	—
Total expenses from operations	91,226	91,070	181,068	178,845
Loss from operations	(11,980)	(1,681)	(16,500)	(3,747)
Gain (loss) from foreign currency transactions	520	(3,803)	1,760	(5,546)
Other income, net	417	—	417	—
Interest expense, net	(1,021)	(1,553)	(2,771)	(3,311)
Loss on extinguishment of debt	(3,608)	—	(3,970)	—
Loss before income taxes	(15,672)	(7,037)	(21,064)	(12,604)
Income tax benefit (provision)	887	(2,455)	31	(881)
Net loss	$ (14,785)	$ (9,492)	$ (21,033)	$ (13,485)
Net loss available to common stockholders:				
Net loss	$ (14,785)	$ (9,492)	$ (21,033)	$ (13,485)
Convertible redeemable preferred stock dividends [1]	—	(4,494)	—	(8,933)
Total net loss available to common stockholders	$ (14,785)	$ (13,986)	$ (21,033)	$ (22,418)
Net loss per common share:				
Basic and diluted	$ (0.97)	$ (2.73)	$ (1.38)	$ (4.41)
Weighted-average number of shares used in per share calculation - Common Stock:				
Basic and diluted	15,241,209	5,114,830	15,190,902	5,078,069
Comprehensive loss:				
Net loss	$ (14,785)	$ (9,492)	$ (21,033)	$ (13,485)
Other comprehensive (loss) income:				
Foreign currency cumulative translation adjustment	(548)	5,276	(2,489)	7,915
Total comprehensive loss	$ (15,333)	$ (4,216)	$ (23,522)	$ (5,570)

[1] Transactions with related parties are included in the line items above as follows. Refer to Footnote 10, *Related Party Transactions.*

	Three Months Ended June 30, 2026	Three Months Ended June 30, 2025	Six Months Ended June 30, 2026	Six Months Ended June 30, 2025
Revenues	$ 501	$ 2,285	$ 1,002	$ 4,889
Cost of revenues	2,665	5,435	5,443	11,201
Convertible redeemable preferred stock dividends	—	(4,494)	—	(8,933)

[2] Excludes amortization of intangible assets, which is presented as a separate line item.

[3] Stock-based compensation (benefit) expense is included in the line items above as follows:

	Three Months Ended June 30, 2026	Three Months Ended June 30, 2025	Six Months Ended June 30, 2026	Six Months Ended June 30, 2025
Cost of revenues	$ (144)	$ 399	$ 70	$ 561
Selling and marketing	(40)	383	131	507
Research and development	(91)	239	36	336
General and administrative	186	727	499	1,082
Total stock-based compensation (benefit) expense	$ (89)	$ 1,748	$ 736	$ 2,486

See accompanying Notes to Condensed Consolidated Financial Statements.

COMSCORE, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CONVERTIBLE REDEEMABLE PREFERRED STOCK AND STOCKHOLDERS' EQUITY (DEFICIT)
(Unaudited)

	Series C Preferred Stock		Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Treasury Stock, at cost	Total Stockholders' Equity
(In thousands, except share data)	Shares	Amount	Shares	Amount					
Balance as of December 31, 2025	**12,670,863**	**$ 89,722**	**14,876,139**	**$ 15**	**$1,781,265**	**$ (9,862)**	**$(1,429,995)**	**$(229,984)**	**$ 111,439**
Net loss	—	—	—	—	—	—	(6,248)	—	(6,248)
Adjustment to issuance costs for recapitalization transaction [(1)]	—	(68)	—	—	(50)	—	—	—	(50)
Restricted stock units distributed	—	—	147,375	—	—	—	—	—	—
Amortization of stock-based compensation	—	—	—	—	208	—	—	—	208
Settlement of restricted stock unit liability	—	—	—	—	1,586	—	—	—	1,586
Foreign currency translation adjustment	—	—	—	—	—	(1,941)	—	—	(1,941)
Balance as of March 31, 2026	**12,670,863**	**$ 89,654**	**15,023,514**	**$ 15**	**$1,783,009**	**$ (11,803)**	**$(1,436,243)**	**$(229,984)**	**$ 104,994**
Net loss	—	—	—	—	—	—	(14,785)	—	(14,785)
Restricted stock units distributed	—	—	161,821	—	—	—	—	—	—
Payments for taxes related to net share settlement of equity awards	—	—	(1,009)	—	(8)	—	—	—	(8)
Amortization of stock-based compensation	—	—	—	—	260	—	—	—	260
Foreign currency translation adjustment	—	—	—	—	—	(548)	—	—	(548)
Reclassifications due to business divestiture	—	—	—	—	—	(445)	—	—	(445)
Balance as of June 30, 2026	**12,670,863**	**$ 89,654**	**15,184,326**	**$ 15**	**$1,783,261**	**$ (12,796)**	**$(1,451,028)**	**$(229,984)**	**$ 89,468**

	Series B Preferred Stock		Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Treasury Stock, at cost	Total Stockholders' Equity (Deficit)
(In thousands, except share data)	Shares	Amount	Shares	Amount					
Balance as of December 31, 2024	**95,784,903**	**$ 207,470**	**4,890,575**	**$ 5**	**$1,714,052**	**$ (18,068)**	**$(1,474,268)**	**$(229,984)**	**$ (8,263)**
Net loss	—	—	—	—	—	—	(3,993)	—	(3,993)
Series B convertible redeemable preferred stock dividends [(1)]	—	—	—	—	—	—	(4,439)	—	(4,439)
Restricted stock units distributed	—	—	22,511	—	—	—	—	—	—
Amortization of stock-based compensation	—	—	—	—	284	—	—	—	284
Settlement of restricted stock unit liability	—	—	—	—	314	—	—	—	314
Foreign currency translation adjustment	—	—	—	—	—	2,639	—	—	2,639
Balance as of March 31, 2025	**95,784,903**	**$ 207,470**	**4,913,086**	**$ 5**	**$1,714,650**	**$ (15,429)**	**$(1,482,700)**	**$(229,984)**	**$ (13,458)**
Net loss	—	—	—	—	—	—	(9,492)	—	(9,492)
Series B convertible redeemable preferred stock dividends [(1)]	—	—	—	—	—	—	(4,494)	—	(4,494)
Restricted stock units distributed	—	—	102,420	—	—	—	—	—	—
Payments for taxes related to net share settlement of equity awards	—	—	(726)	—	(3)	—	—	—	(3)
Amortization of stock-based compensation	—	—	—	—	502	—	—	—	502
Foreign currency translation adjustment	—	—	—	—	—	5,276	—	—	5,276
Balance as of June 30, 2025	**95,784,903**	**$ 207,470**	**5,014,780**	**$ 5**	**$1,715,149**	**$ (10,153)**	**$(1,496,686)**	**$(229,984)**	**$ (21,669)**

[(1)] Transactions for these line items were exclusively with related parties. Refer to Footnote 6, *Convertible Redeemable Preferred Stock and Stockholders' Equity (Deficit)* and Footnote 10, *Related Party Transactions.*

See accompanying Notes to Condensed Consolidated Financial Statements.

COMSCORE, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

(In thousands)	Six Months Ended June 30, 2026	Six Months Ended June 30, 2025
Operating activities:		
Net loss	$ (21,033)	$ (13,485)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation	11,749	11,674
Non-cash loss on extinguishment of debt	3,477	—
Non-cash operating lease expense	2,249	2,500
Amortization expense of finance leases	1,838	1,857
Amortization of intangible assets	1,264	1,264
Stock-based compensation expense	736	2,486
Gain on divestiture of business	(1,178)	—
Deferred tax (benefit) provision	(1,208)	538
Unrealized foreign currency gain	(2,272)	—
Other	1,142	1,311
Changes in operating assets and liabilities:		
Accounts receivable	12,314	11,255
Prepaid expenses and other assets	(123)	(1,077)
Accounts payable, accrued expenses and other liabilities	3,316	515
Contract liabilities and customer advances	70	(4,460)
Operating lease liabilities	(4,300)	(4,384)
Net cash provided by operating activities	8,041	9,994
Investing activities:		
Proceeds from divestiture of business, net of cash transferred	55,740	—
Purchases of property and equipment	(608)	(524)
Capitalized internal-use software costs	(11,674)	(10,868)
Net cash provided by (used in) investing activities	43,458	(11,392)
Financing activities:		
Principal payments of term loan	(44,550)	(225)
Principal payments on finance leases	(1,977)	(1,609)
Principal payments on insurance financing	(1,293)	(1,321)
Payment of preferred stock and common stock issuance costs	(1,219)	—
Contingent consideration payment at initial value	—	(859)
Payment of financing and debt issuance costs	—	(559)
Other	(501)	(3)
Net cash used in financing activities	(49,540)	(4,576)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(12)	2,032
Net increase (decrease) in cash, cash equivalents and restricted cash	1,947	(3,942)
Cash, cash equivalents and restricted cash at beginning of period	26,800	33,468
Cash, cash equivalents and restricted cash at end of period	$ 28,747	$ 29,526

	As of June 30, 2026	As of June 30, 2025
Cash and cash equivalents	$ 25,707	$ 25,993
Restricted cash	3,040	3,533
Total cash, cash equivalents and restricted cash	$ 28,747	$ 29,526

	Six Months Ended June 30,	
	2026	2025
Supplemental cash flow disclosure:		
Interest paid	$ 2,146	$ 2,658
Supplemental disclosures of non-cash investing and financing activities:		
Divestiture escrow receivables and post-close adjustment receivable	$ 4,844	$ —
Settlement of restricted stock unit liability	1,586	314
Modification of operating right-of-use assets	1,136	—
Change in accounts payable and accrued expenses related to capital expenditures	793	898
Series B convertible redeemable preferred stock dividends accrued but not yet paid (related parties)	—	8,933
Right-of-use assets obtained in exchange for finance lease liabilities	—	619

See accompanying Notes to Condensed Consolidated Financial Statements.

COMSCORE, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

1. Organization

comScore, Inc., together with its consolidated subsidiaries (collectively, "Comscore" or the "Company"), headquartered in Reston, Virginia, is a global information and analytics company that measures advertising, content, and the consumer audiences of each, across media platforms.

2. Summary of Significant Accounting Policies

Basis of Presentation and Consolidation

The accompanying Condensed Consolidated Financial Statements include the accounts of the Company and its wholly-owned domestic and foreign subsidiaries. All intercompany transactions and balances are eliminated upon consolidation.

Unaudited Interim Financial Information

The interim Condensed Consolidated Financial Statements included in this quarterly report have been prepared by the Company and are unaudited, pursuant to the rules and regulations of the United States Securities and Exchange Commission ("SEC"). Certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles in the United States ("GAAP") have been condensed or omitted pursuant to such rules and regulations. However, the Company believes that the disclosures contained in this quarterly report comply with the requirements of Section 13(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), for a quarterly report on Form 10-Q and are adequate to make the information presented not misleading. The interim Condensed Consolidated Financial Statements included herein reflect all adjustments (consisting of normal recurring adjustments) which are, in the opinion of management, necessary for a fair presentation of the financial position, results of operations and cash flows for the interim periods presented. These interim Condensed Consolidated Financial Statements should be read in conjunction with the Consolidated Financial Statements and Notes thereto contained in the Company's Annual Report on Form 10-K for the year ended December 31, 2025 (the "2025 10-K"). The Condensed Consolidated Results of Operations for the three and six months ended June 30, 2026 are not necessarily indicative of the results to be anticipated for the entire year ending December 31, 2026 or thereafter. All references to June 30, 2026 and 2025 in the Notes to Condensed Consolidated Financial Statements are unaudited.

Use of Estimates and Judgments in the Preparation of the Condensed Consolidated Financial Statements

The preparation of financial statements in conformity with generally accepted accounting principles ("GAAP") in the U.S. requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the reported amounts of revenue and expense during the reporting periods. Significant estimates and judgments are inherent in the analysis and the measurement of management's standalone selling price, principal versus agent revenue recognition, determination of performance obligations, determination of transaction price, including the determination of variable consideration and allocation of transaction price to performance obligations, deferred tax assets and liabilities, including the identification and quantification of income tax liabilities due to uncertain tax positions, the valuation and recoverability of goodwill, intangible and other long-lived assets, the determination of appropriate discount rates for lease accounting, the probability of exercising either lease renewal or termination clauses, the assessment of potential loss from financing-related liabilities, the initial fair value determination of the Preferred Stock and Series B Preferred Stock (as defined below), the calculation of the gain (loss) on divestiture of the Movies Business (as defined below) until post-closing adjustments are finalized, and the valuation of options, performance-based and market-based stock awards. Management bases its estimates and assumptions on historical experience and on various other factors that are believed to be reasonable under the circumstances.

Due to the inherent uncertainty involved in making estimates, actual results reported in future periods may be affected by changes in those estimates. The Company evaluates its estimates and assumptions on an ongoing basis.

Preferred Stock (Series B and Series C)

In January 2021, the Company entered into separate Securities Purchase Agreements with each of Charter Communications Holding Company, LLC ("Charter"), Qurate Retail, Inc., together with its affiliate Qurate SCOR, LLC, ("Qurate") and Pine Investor, LLC ("Pine") for the issuance and sale of shares of Series B Convertible Preferred Stock, par value $0.001 (the "Series B Preferred Stock") as described in Footnote 6, *Convertible Redeemable Preferred Stock and Stockholders' Equity (Deficit)*. The issuance of the Series B Preferred Stock pursuant to the Securities Purchase Agreements (the "2021 Preferred Stock Transactions") and related matters were approved by the Company's stockholders on March 9, 2021 and completed on March 10, 2021.

On May 16, 2023, Qurate sold 27,509,203 shares of Series B Preferred Stock to Liberty Broadband Corporation ("Liberty") in a privately negotiated transaction. Charter, Liberty and Pine are referred to herein as the "Preferred Stockholders."

On July 24, 2024, the Company issued 13,257,294 additional shares of Series B Preferred Stock to the existing holders of Series B Preferred Stock in exchange for cancellation of the Company's obligation to pay accrued dividends totaling $32.8 million to such holders for annual dividend periods ended in 2023 and 2024. The additional shares of Series B Preferred Stock had the same terms and conditions as the Series B Preferred Stock previously issued by the Company. In connection with the issuance of the additional shares of Series B Preferred Stock, the

Company and the Preferred Stockholders also entered into an amendment to the Stockholders Agreement between the parties. Among other things, the amendment reduced the $100.0 million special dividend threshold set forth in the Stockholders Agreement by an amount equal to the liquidation preference of the additional Series B Preferred Stock ($32.8 million). After further reducing the threshold by annual dividends paid in prior years, the special dividend threshold was $47.0 million.

On September 26, 2025, the Company entered into separate Stock Exchange Agreements (the "Exchange Agreements") with the Preferred Stockholders, pursuant to which, at the closing of the transactions contemplated thereby (the "Closing"), each Preferred Stockholder would exchange 31,928,301 shares of Series B Preferred Stock for (i) 4,223,621 shares of a new Series C Preferred Stock, par value $0.001 per share (referred to as "Preferred Stock" below), which would be convertible into shares of common stock, par value $0.001 per share, of the Company ("Common Stock") and (ii) 3,286,825 shares of Common Stock (the "Exchange Common Stock" and such transactions, collectively, the "Exchange" or the "Recapitalization Transaction"). The Company's stockholders approved the Recapitalization Transaction and related matters on December 19, 2025, and the Recapitalization Transaction subsequently closed on December 29, 2025 (the "Recapitalization Closing Date"). The Recapitalization Transaction resulted in the exchange and retirement of all shares of Series B Preferred Stock in return for the issuance of Preferred Stock, Exchange Common Stock, and a future fixed cash payment. Additionally, the Recapitalization Transaction eliminated the Preferred Stockholders' annual and special dividend rights and reduced their director designation rights, among other things.

The Preferred Stock is contingently redeemable upon certain deemed liquidation events, such as a change in control. Because a deemed liquidation event could constitute a redemption event outside of the Company's control, all shares of Preferred Stock have been presented outside of permanent equity in mezzanine equity on the Condensed Consolidated Balance Sheets. The instrument was initially recognized at fair value net of issuance costs. The Company reassesses whether the Preferred Stock is currently redeemable, or probable to become redeemable in the future, as of each reporting date. If the instrument meets either of these criteria, the Company will accrete the carrying value to the redemption value. The Preferred Stock has not been adjusted to its redemption amount as of June 30, 2026 because a deemed liquidation event is not considered probable.

All financial instruments that are classified as mezzanine equity are evaluated for embedded derivative features by evaluating each feature against the nature of the host instrument (for example, more equity-like or debt-like). Features identified as embedded derivatives that are material are recognized separately as a derivative asset or liability in the financial statements. No embedded features were identified requiring bifurcation for the Preferred Stock.

Debt Issuance Costs

Debt issuance costs include expenditures necessary to obtain debt financing and are amortized on a straight-line basis, which approximates the effective interest method over the term of the underlying debt instrument. Debt issuance costs, except for costs associated with the Revolving Facility (as defined below), were presented as a direct deduction from the related debt liability in the Condensed Consolidated Balance Sheets. Debt issuance costs for the Revolving Facility were included in other non-current assets in the Condensed Consolidated Balance Sheets. The Term Loan (as defined below) and Revolving Facility issuance costs were amortized to interest expense, net in the Condensed Consolidated Statements of Operations and Comprehensive Loss.

Loss on Extinguishment of Debt

The Company accounts for its long-term debt in accordance with ASC 470, Debt. When the Company repays or otherwise extinguishes a portion or all of its outstanding debt prior to the stated maturity, and the transaction does not result in a modification, the transaction is accounted for as an extinguishment of debt. Upon an extinguishment of debt, the Company derecognizes the carrying amount of the extinguished portion of the debt, including any associated unamortized debt discount and debt issuance costs. The loss on the extinguishment of debt represents the difference between the carrying value of the debt and any consideration paid to the creditors and is recognized in the Condensed Consolidated Statement of Operations and Comprehensive Loss in the period in which the repayment occurred.

Loss Per Share

The Company uses the two-class method to calculate net loss per share. The two-class method is an earnings allocation formula that treats a participating security as having rights to earnings that otherwise would have been available to common stockholders. Under the two-class method, earnings for the period are allocated between common stockholders and participating security holders based on their respective rights to receive dividends as if all undistributed book earnings for the period were distributed.

Basic loss per share is computed by dividing net loss available to only the common stockholders by the weighted-average number of common shares outstanding for the period. This includes the effect of vested and deferred stock units granted to members of the Company's Board of Directors ("Board") and certain employees. These awards are expected to be settled in shares of Common Stock and generally distributed upon the earlier of the individual's separation from service or a change of control. Diluted loss per share includes the effect of potential common shares, such as the Company's Series C Preferred Stock, stock options, restricted stock units and Series B Preferred Stock, to the extent the effect is dilutive. In periods with a net loss available to common stockholders, the anti-dilutive effect of these potential common shares is excluded and diluted net loss per share is equal to basic net loss per share.

The following is a summary of the Common Stock equivalents for the securities outstanding during the respective periods that have been excluded from the computation of diluted net loss per common share, as their effect would be anti-dilutive:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Series C convertible preferred stock [1]	12,670,863	—	12,670,863	—
Stock options and restricted stock units	563,799	294,230	419,572	313,021
Series B convertible preferred stock [2]	—	5,060,311	—	4,970,516
Total	13,234,662	5,354,541	13,090,435	5,283,537

[1] Includes the effect of potential Common Stock that would be issued to holders of the Preferred Stock if they elected to convert their shares at the beginning of the period (or at the time of issuance, if later).
[2] Includes the effect of potential Common Stock that would be issued to settle unpaid dividends accrued to holders of the Series B Preferred Stock if they elected to convert their shares at the beginning of the period (or at the time of issuance, if later).

Income Taxes

The Company's net operating loss carryforwards are subject to an annual limitation under Section 382 of the Internal Revenue Code. The Company completed a Section 382 study in 2023 and concluded that an ownership change occurred in May 2021 as a result of its Preferred Stock transactions. Therefore, all of the Company's U.S. net operating loss carryforwards are subject to annual limitations under Section 382. The Company's deferred tax asset related to its U.S. federal and state net operating loss carryforwards has been revalued to reflect the amount of carryforwards that are utilizable under the Section 382 limitations.

On July 4, 2025, the One Big Beautiful Bill (the "OBBB") Act was signed into law in the United States. The OBBB Act includes significant provisions, such as the permanent extension and modification of certain provisions of the U.S. Tax Cuts and Jobs Act of 2017, modifications to the international tax framework and the restoration of favorable tax treatment for certain business provisions. The legislation has multiple effective dates, with certain provisions that began in 2025 and others beginning at various dates through 2027. The OBBB Act permanently restores immediate expensing of domestic research and experiment ("R&E") expenditures in tax years beginning after December 31, 2024, while foreign R&E expenditures remain subject to 15-year amortization under Internal Revenue Code Section 174. The Company does not expect the OBBB Act to materially impact the Company's income tax position in 2026.

Accounting Guidance Issued But Not Adopted at June 30, 2026

In September 2025, the FASB issued ASU 2025-06, *Intangibles – Goodwill and Other – Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software.* This guidance modernizes accounting for software costs by removing rigid developmental stages and by aligning the accounting treatment with how software is developed today. The ASU allows eligible software development costs to begin being capitalized when management has authorized and committed to funding the software project, it is probable that the project will be completed and the software will be used to perform the function intended. The effective date for the standard is for fiscal years beginning after December 15, 2027, and interim periods within those fiscal years. Early adoption is permitted. The amendments in this ASU should be applied either prospectively, retrospectively, or utilizing a modified transition approach. The Company is currently evaluating the impact that this standard will have on its Consolidated Financial Statements and related disclosures.

In July 2025, the FASB issued ASU 2025-05, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets*. The ASU allows companies to apply a practical expedient when estimating credit losses on current accounts receivable and contract assets. The update is effective for fiscal years beginning after December 15, 2025, with early adoption permitted. The Company does not expect this standard to have a material impact on the Company's Consolidated Financial Statements and related disclosures.

In November 2024, the FASB issued ASU 2024-03, *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses*. The ASU requires additional disclosure of the nature of certain expenses in the notes to the financial statements. The update is effective for fiscal years beginning after December 15, 2026, and interim periods within fiscal years beginning after December 15, 2027. Early adoption is permitted. The ASU is required to be applied prospectively with the option for retrospective application. The Company is currently evaluating the impact that this standard will have on its Consolidated Financial Statements and related disclosures.

3. Divestiture of Movies Business

On May 27, 2026 (the "Closing Date"), the Company entered into and closed an Equity Purchase Agreement (the "Purchase Agreement") with an affiliate of Advaya Capital, Flix Buyer Inc. (the "Purchaser"), pursuant to which the Company sold its box office measurement, reporting and analytics business and its Hollywood Software business (collectively, the "Movies Business"), including 100% of the interests of Rentrak, LLC, an Oregon limited liability company and wholly owned subsidiary of the Company, to the Purchaser for an aggregate base purchase price of $70.0 million in cash, subject to customary adjustments and other terms set forth in the Purchase Agreement (the "Movies Transaction"). The adjustments primarily related to cash, working capital balances, indebtedness and other items as defined in the Purchase Agreement. As of June 30, 2026, the estimated adjustments included within the purchase price consideration totaled $7.0 million. However, the final resolution of these adjustments may result in an increase or decrease in the total purchase price consideration for the Movies Transaction. The sale of the Movies Business did not represent a strategic shift that would have a major effect on the Company's operations and financial results in accordance with ASC 205-20, *Presentation of Financial Statements - Discontinued Operations,* and therefore it is not reported as discontinued operations. The results of operations of the Movies Business through the Closing Date are included within continuing operations in the Company's Condensed Consolidated Statements of Operations and Comprehensive Loss.

On the Closing Date, the Company received initial cash consideration of $58.2 million, which represented the base purchase price net of $7.8 million of estimated adjustments and $4.0 million related to a purchase-price escrow for post-closing adjustments and an indemnification escrow for indemnification obligations as required by the Purchase Agreement. The purchase-price escrow of $1.5 million is classified within prepaid expenses and other current assets and the indemnification escrow of $2.5 million is classified within other non-current assets on the Condensed Consolidated Balance Sheet as of June 30, 2026. As of June 30, 2026, the Company had not recognized any liabilities related to the purchase-price escrow or indemnification escrow, and the full amounts were included within consideration to be received.

The Company recognized a loss on divestiture of $2.7 million, including direct costs to sell, for the three and six months ended June 30, 2026 in its Condensed Consolidated Statements of Operations and Comprehensive Loss. Other transaction costs that are not presented within loss on divestiture of business, net are presented in general and administrative expense in the Condensed Consolidated Statements of Operations and Comprehensive Loss. For the three and six months ended June 30, 2026, other transaction costs were $1.7 million and $2.2 million, respectively.

The table below summarizes the calculation of the pre-tax loss on divestiture of business, net:

		(In thousands)
Purchase price consideration	$	63,014
Net assets divested [1]		(62,281)
Accumulated other comprehensive loss		445
Pre-tax gain on divestiture of business		1,178
Direct costs to sell		(3,860)
Pre-tax loss on divestiture of business, net	$	(2,682)

[1] The carrying value of net assets sold included goodwill of $62.6 million, which was allocated based on the relative fair value of the Movies Business in comparison to the fair value of the Company's total reporting unit.

Immediately following the divestiture, the Company performed a quantitative impairment test of the Company's remaining goodwill. The estimated fair value of the reporting unit was above the carrying amount, therefore no goodwill impairment was recognized. Refer to Footnote 5, *Goodwill* for additional information.

Under the terms of certain transition services agreements with affiliates of the Purchaser (the "TSAs"), the Company is obligated to provide certain administrative and operational services for up to nine months from the Closing Date, with optional three-month renewal periods for certain services. The Company recognized income of $0.4 million for fees associated with the TSAs within other income, net for the three and six months ended June 30, 2026 in its Condensed Consolidated Statements of Operations and Comprehensive Loss.

4. Revenue Recognition

The Company has one reportable segment in accordance with ASC 280, *Segment Reporting*; as such, the disaggregation of revenue below reconciles directly to its unique reportable segment. The following table presents the Company's revenue disaggregated by solution group.

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
By solution group:	**2026**	**2025**	**2026**	**2025**
Content & Ad Measurement				
Syndicated Audience	$ 55,249	$ 63,953	$ 115,760	$ 127,457
Cross-Platform	12,528	12,800	25,130	22,462
Total Content & Ad Measurement	67,777	76,753	140,890	149,919
Research & Insight Solutions	11,469	12,636	23,678	25,179
Total	$ 79,246	$ 89,389	$ 164,568	$ 175,098

The following table presents the Company's revenue disaggregated by geographical market and timing of transfer of products and services. The Company generally attributes revenue to geographical markets based on the location of the customer.

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
By geographical market:	2026	2025	2026	2025
United States	$ 69,630	$ 79,146	$ 144,772	$ 155,554
Europe	5,592	6,088	11,729	11,396
Latin America	1,870	1,808	3,727	3,539
Canada	1,178	1,297	2,381	2,570
Other	976	1,050	1,959	2,039
Total	$ 79,246	$ 89,389	$ 164,568	$ 175,098
By timing of revenue recognition:				
Products and services transferred over time	$ 67,503	$ 75,703	$ 139,667	$ 148,562
Products and services transferred at a point in time	11,743	13,686	24,901	26,536
Total	$ 79,246	$ 89,389	$ 164,568	$ 175,098

Contract Balances

The following table provides information about receivables, contract assets, contract liabilities and customer advances from contracts with customers:

	As of	
(In thousands)	June 30, 2026	December 31, 2025
Accounts receivable, net	$ 44,078	$ 57,260
Current and non-current contract assets	1,273	3,259
Current contract liabilities	35,646	36,575
Current customer advances	5,940	7,605
Non-current contract liabilities	151	314

Significant changes in the current contract liabilities balance are as follows:

	Six Months Ended June 30,	
(In thousands)	2026	2025
Revenue recognized that was included in the opening contract liabilities balance	$ (28,951)	$ (37,512)
Cash received or amounts billed in advance and not recognized as revenue	29,854	31,536

Remaining Performance Obligations

As of June 30, 2026, approximately $150 million of revenue is expected to be recognized from remaining performance obligations that are unsatisfied (or partially unsatisfied) for non-cancelable contracts with an original expected duration of longer than one year. The Company expects to recognize revenue on approximately 36% of these remaining performance obligations during the remainder of 2026, approximately 45% in 2027, and approximately 12% in 2028, with the remainder recognized thereafter.

5. Goodwill

On May 27, 2026, the Company completed the sale of its Movies Business as further described in Footnote 3, *Divestiture of Movies Business*. Following the divestiture, the Company evaluated the retained portion of the reporting unit for impairment in accordance with ASC 360, *Property, Plant and Equipment*. As part of this evaluation, the Company performed a quantitative impairment test. The fair value of the remaining reporting unit was determined using a discounted cash flow model (a form of the income approach) utilizing Level 3 unobservable inputs, supported by a market approach. The Company relied in part on the work of an independent valuation firm engaged by the Company to provide inputs as to the fair value of the remaining reporting unit and to assist in the related calculations and analysis. The Company's remaining reporting unit passed the goodwill impairment test and as a result, no goodwill impairment was recognized.

The change in the carrying value of goodwill is as follows:

(In thousands)		
Balance as of December 31, 2024 [1]	$	246,010
Translation adjustments		2,626
Balance as of December 31, 2025		248,636
Divestiture of Movies Business [2]		(62,636)
Translation adjustments		(653)
Balance as of June 30, 2026	$	185,347

[1] Goodwill balance is net of an accumulated impairment charge of $411.8 million as of December 31, 2024.

[2] Represents goodwill allocated to the Movies Business in connection with the divestiture. Refer to Footnote 3, *Divestiture of Movies Business* for additional information.

6. Convertible Redeemable Preferred Stock and Stockholders' Equity (Deficit)

2021 Issuance of Series B Preferred Stock

On March 10, 2021, the Company issued and sold 82,527,609 shares of Series B Preferred Stock in exchange for aggregate gross proceeds of $204.0 million. Net proceeds from the 2021 Preferred Stock Transactions totaled $187.9 million after deducting issuance costs.

The holders of Series B Preferred Stock were entitled to participate in all dividends declared on the Common Stock on an as-converted basis and were also entitled to a cumulative dividend at the rate of 7.5% per annum, payable annually in arrears (on June 30 of each year) and subject to increase under certain specified circumstances. The annual dividend accrued on a daily basis from and including the issuance date of such shares, whether or not declared. In the event the annual dividends were not paid on the annual payment date, the dividends otherwise payable on such date continued to accrue and cumulate at a rate of 9.5% per annum, until such failure was cured.

In addition, the holders of Series B Preferred Stock were entitled to request a one-time dividend ("Special Dividend") equal to the highest dividend that the Company's Board determined could be paid at the applicable time (or a lesser amount agreed upon by the holders).

At the annual meeting of stockholders of the Company held on June 15, 2023 (the "Annual Meeting"), the Company's stockholders approved proposals permitting the payment of annual dividends on the Series B Preferred Stock in the form of cash, shares of Common Stock, additional shares of Series B Preferred Stock, or a combination thereof, subject to conditions set forth in the Certificate of Designations governing the Series B Preferred Stock. On the same date, each holder of Series B Preferred Stock waived its right to receive on June 30, 2023 the annual dividends otherwise payable by the Company on that date (the "June 2023 Waivers"). Upon receipt of the June 2023 Waivers, the Company's Board elected to defer the June 30, 2023 payment. Under the June 2023 Waivers and the Certificate of Designations, the deferred dividends would accrue and accumulate at a rate of 9.5% per year from June 30, 2023 until declared and paid, with payment to occur on or before December 31, 2023.

On December 26, 2023, each holder of Series B Preferred Stock waived its right to receive the deferred dividends on or before December 31, 2023 (the "December Waivers"). Under the December Waivers and the Certificate of Designations, the deferred dividends would continue to accrue at a rate of 9.5% per year until declared and paid, with payment to occur on or before June 30, 2024.

On June 27, 2024, each holder of Series B Preferred Stock further waived its right to receive the deferred dividends on or before June 30, 2024 (the "June 2024 Waivers"). In addition, each holder waived its right to receive on June 30, 2024 the annual dividends otherwise payable on that date for the dividend period ending June 29, 2024. Under the June 2024 Waivers and the Certificate of Designations, the deferred dividends for both periods (2023 and 2024) would continue to accrue and accumulate at a rate of 9.5% per year until declared and paid, with payment to occur on or before July 31, 2024.

2024 Issuance of Series B Preferred Stock

On July 24, 2024 (the "2024 Issuance Date"), the Company issued 13,257,294 shares of Series B Preferred Stock to the existing holders of Series B Preferred Stock in exchange for cancellation of the Company's obligation to pay the deferred dividends totaling $32.8 million to such holders for annual dividend periods ended in 2023 and 2024. As of the 2024 Issuance Date, the additional shares of Series B Preferred Stock were convertible into 662,862 shares of the Company's Common Stock, representing an effective conversion price of $49.438 per share for the canceled dividend obligation.

The additional shares of Series B Preferred Stock had the same terms and conditions as the Series B Preferred Stock previously issued by the Company, including that holders were entitled to cumulative dividends at a rate of 7.5% per annum, payable annually in arrears and subject to increase under certain circumstances.

In connection with the issuance, the Company and the holders of Series B Preferred Stock also entered into an amendment to the Stockholders Agreement. Among other things, the amendment reduced the $100.0 million special dividend threshold set forth in the Stockholders Agreement by an amount equal to the liquidation preference of the additional shares of Series B Preferred Stock ($32.8 million). After further reducing the threshold by annual dividends paid in prior years, the special dividend threshold was $47.0 million.

For purposes of the Condensed Consolidated Financial Statements, the 2024 issuance of Series B Preferred Stock was deemed to be a payment of the deferred dividends in the form of Series B Preferred Stock, and the cancellation of the deferred dividend balance constituted an extinguishment of the liability. For extinguishments of a liability, the difference between the requisition price and the net carrying amount of the liability being extinguished should be recognized as a gain or loss when the liability is extinguished. Therefore, the Company estimated the fair value using a binomial lattice model, a form of the income approach, utilizing Level 3 unobservable inputs. The Company used significant inputs and assumptions which included the price and expected volatility of the Common Stock, risk-adjusted discount rate, risk-free rate, expected term, deferred dividends and the timing and probability of a special dividend being called and paid as of the 2024 Issuance Date. The Company recorded the fair value of the additional shares of Series B Preferred Stock, net of issuance costs of $19.6 million within mezzanine equity. The remaining $13.0 million of the cancelled dividend balance was recognized in additional paid-in capital on the Condensed Consolidated Balance Sheet, because gains in transactions with related parties are recognized as equity contributions.

On June 24, 2025, each holder of Series B Preferred Stock waived its right to receive on June 30, 2025 the annual dividends otherwise payable by the Company on that date (the "June 2025 Waivers"). Under the June 2025 Waivers and the Certificate of Designations, the deferred dividends accrued and accumulated at a rate of 9.5% per year from June 30, 2025 until they were extinguished as part of the Recapitalization Transaction.

On September 26, 2025, the Company entered into the Exchange Agreements with each holder of Series B Preferred Stock, pursuant to which, at the closing of the Exchange, each holder would exchange the Series B Preferred Stock then owned by such holder for shares of Series C Preferred Stock, Common Stock, and a fixed cash payment payable in 2028. The Recapitalization Transaction was approved by the Company's stockholders on December 19, 2025 and closed on December 29, 2025, as further described below.

2025 Issuance of Series C Preferred Stock (Recapitalization Transaction)

On December 29, 2025, Charter, Liberty, and Pine each exchanged 31,928,301 shares of Series B Preferred Stock for (i) 4,223,621 shares of Series C Preferred Stock (referred to as "Preferred Stock" below) and (ii) 3,286,825 shares of Common Stock. The Series B Preferred Stock liquidation preference at the time of the Closing was $264.5 million. Of the total Series B Preferred Stock liquidation preference, $183.7 million was exchanged for Preferred Stock at a price of $14.50 per share, for an aggregate issuance of 12,670,863 shares of Preferred Stock. The remaining Series B Preferred Stock liquidation preference of $80.8 million was exchanged for an aggregate of 9,860,475 shares of Common Stock, yielding an implied exchange price of $8.19 per share. In the Exchange Agreements, the Company also agreed to make a fixed cash payment of $2.0 million to each Preferred Stockholder on June 30, 2028, whether or not the Preferred Stockholders continue to own any securities of the Company on the payment date.

In connection with the Recapitalization Transaction, the Company filed a Certificate of Elimination of Designation of Series B Preferred Stock ("Certificate of Elimination"), returning the shares of Series B Preferred Stock to the status of undesignated preferred stock and eliminating from the Amended and Restated Certificate of Incorporation of the Company all matters set forth in the Certificate of Designations of Series B Preferred Stock. Additionally, following the filing of the Certificate of Elimination, the Company filed a Certificate of Amendment of its Amended and Restated Certificate of Incorporation (the "Certificate of Amendment"). The Certificate of Amendment permitted the issuance of Common Stock and Preferred Stock to the Preferred Stockholders in connection with the Exchange and authorized a sufficient number of shares of preferred stock and Common Stock into which shares of Preferred Stock may be converted. The Certificate of Amendment (a) decreased the total number of shares of stock authorized for issuance from 121,750,000 to 60,000,000, (b) decreased the number of shares of preferred stock authorized for issuance from 105,000,000 to 14,000,000 and (c) increased the number of shares of Common Stock authorized for issuance from 16,750,000 to 46,000,000. Finally, the Company filed a new Certificate of Designations establishing the powers, designations, preferences, rights and limitations of shares of Preferred Stock.

For purposes of the Condensed Consolidated Financial Statements, the Recapitalization Transaction was deemed to be an extinguishment of the Series B Preferred Stock and the associated accrued and deferred dividends on the Recapitalization Closing Date. For extinguishments of equity-classified preferred stock, the difference between the fair value of the consideration transferred to the holders of the preferred stock and the carrying amount of the preferred stock immediately before the exchange, net of issuance costs, should be treated as a return from the holders of the preferred stock in a manner similar to dividends paid on preferred stock. For example, any excess of carrying value over fair value is treated as a contribution from the holders of the preferred stock and recognized within retained earnings as a gain. Therefore, the Company estimated the fair value of the Preferred Stock using a binomial lattice model, a form of the income approach, utilizing Level 3 unobservable inputs. The Company used significant inputs and assumptions which included the price and expected volatility of the Common Stock (into which the Preferred Stock can be converted), risk-adjusted discount rate, risk-free rate, and expected term as of the Recapitalization Closing Date. The Company recorded the fair value of the Preferred Stock, net of issuance costs of $1.4 million, within mezzanine equity on the Condensed Consolidated Balance Sheet. The fair value of the Exchange Common Stock was determined based on the closing market price of the Company's Common Stock on the Recapitalization Closing Date. The Company recorded the fair value of the Exchange Common Stock, net of issuance costs of $1.0 million within permanent equity, with the amount above par value recognized within additional paid-in capital on the Condensed Consolidated Balance Sheet. The Company recorded the present value of the total future fixed payment of $6.0 million to be paid on June 30, 2028 within non-current liabilities on the Condensed Consolidated Balance Sheet.

On the Recapitalization Closing Date, the Company derecognized (i) the carrying amount of $207.5 million of the Series B Preferred Stock, net of issuance costs of $16.3 million and (ii) the accrued dividend liability of $27.7 million from the Consolidated Balance Sheet. The $73.0 million difference between the consideration transferred and the Series B Preferred Stock carrying value as of the Recapitalization Closing Date was recorded in retained earnings.

The Preferred Stock is convertible at the option of the holders at any time into a number of shares of Common Stock based on a conversion rate set in accordance with the Certificate of Designations of the Preferred Stock, provided that each holder will receive cash in lieu of fractional shares (if any), and provided further that no holder will be entitled to convert Preferred Stock in an amount that would cause such holder to beneficially own immediately following such conversion more than 49.99% of the then-outstanding shares of Common Stock. The conversion rate is calculated as the product of (i) the conversion factor and (ii) one. The conversion right is subject to certain anti-dilution adjustments. As of June 30, 2026, each share of Preferred Stock was convertible into one share of Common Stock, and no shares had been converted.

7. Debt

Secured Credit Agreement

On December 31, 2024, the Company entered into a senior secured financing agreement (the "Credit Agreement") among the Company as borrower, certain of its subsidiaries as guarantors, Blue Torch Finance LLC as administrative agent and collateral agent (in such capacities, the "Agent"), and the lenders from time to time party thereto. The Credit Agreement had a term of four years and was originally scheduled to mature in December 2028. As described below, the Credit Agreement was terminated on May 27, 2026.

The Credit Agreement provided a borrowing capacity of $60.0 million consisting of a $45.0 million term loan that was fully funded at closing (the "Term Loan") and a $15.0 million revolving credit facility that was unfunded at closing (the "Revolving Facility").

Borrowings under the Credit Agreement were made at the Adjusted Term SOFR rate or the Reference Rate (each as defined in the Credit Agreement) and bore interest at a rate per annum equal to (i) the Adjusted Term SOFR rate, subject to a 3.0% floor, plus an applicable margin of 7.0% or (ii) the Reference Rate, subject to a 4.0% floor, plus an applicable margin of 6.0%. The Credit Agreement also provided for an unused commitment fee equal to 1.0% per annum of the unused Revolving Facility commitments. The Company elected the Adjusted Term SOFR rate for the Term Loan as of December 31, 2024 and did not subsequently change its election.

Except as described below, the Company could repay any amounts borrowed under the Revolving Facility prior to the maturity date without any premium or penalty other than customary SOFR breakage costs. Any voluntary or mandatory prepayments of the Term Loan (subject to customary exceptions for prepayments made with Excess Cash Flow (as defined in the Credit Agreement), the net cash proceeds of insurance and condemnation events, and the replacement of certain lenders in accordance with the Credit Agreement), as well as any payments of the Revolving Facility or the Term Loan in connection with an insolvency event, acceleration, other exercise of remedies or the early termination of the Credit Agreement, were subject to prepayment premiums as follows: (i) with respect to any such payment occurring on or before the first anniversary of the closing date, a 3.0% prepayment premium plus a make-whole amount based on U.S. Treasury notes yield, (ii) with respect to any such payment occurring after the first anniversary and on or before the second anniversary of the closing date, a 1.0% prepayment premium, and (iii) with respect to any such payment occurring after the second anniversary of the closing date, no prepayment premium.

The loans were required to be prepaid from time to time with the net cash proceeds of certain debt incurrences, equity issuances, asset sales and other dispositions, insurance and condemnation proceeds, tax refunds and other extraordinary receipts (subject to certain thresholds, exceptions and reinvestment rights). Additionally, beginning with the fiscal year ending December 31, 2025, the Company was required to prepay the loans annually with Excess Cash Flow at the following percentages: (i) if the Total Leverage Ratio (as defined in the Credit Agreement) was greater than 2.25:1.00, 75% of Excess Cash Flow, (ii) if the Total Leverage Ratio was equal to or less than 2.25:1.00 but greater than 1.75:1.00, 50% of Excess Cash Flow, (iii) if the Total Leverage Ratio was equal to or less than 1.75:1.00 but greater than 1.25:1.00, 25% of Excess Cash Flow, and (iv) if the Total Leverage Ratio was equal to or less than 1.25:1.00, 0% of Excess Cash Flow.

The Credit Agreement also contained the following financial covenants:

- a maximum Senior Leverage Ratio (as defined in the Credit Agreement) for the most recently ended four fiscal quarter period, not to exceed the level set forth in the Credit Agreement for the last day of such period, starting with the fiscal quarter ending March 31, 2025; and
- minimum Liquidity (as defined in the Credit Agreement) of $10.0 million at all times.

Additionally, the Credit Agreement contained restrictive covenants that limited the Company's ability to, among other things, incur additional indebtedness and liens, make investments and loans, enter into mergers and acquisitions, make or declare dividends and other payments, enter into certain contracts, sell assets and engage in transactions with affiliates.

On March 30, 2026, the Company, the guarantor subsidiaries, the Agent and the lenders party to the Credit Agreement executed a limited consent to the Credit Agreement (the "Limited Consent"), which waived testing of the Senior Leverage Ratio for the test period ending March 31, 2026, subject to certain conditions set forth in the Limited Consent, including that the Senior Leverage Ratio for such test period did not exceed 3.25:1.00. The Limited Consent applied only to the test period ending March 31, 2026 and did not amend or waive any other terms or provisions of the Credit Agreement.

The Credit Agreement was subject to customary events of default, including a change in control. If an event of default occurred and was continuing, the Agent or the Required Lenders (as defined in the Credit Agreement) could accelerate any amounts outstanding and terminate lender commitments. The Credit Agreement was guaranteed by the Company and certain of its domestic subsidiaries and was secured by a first lien security interest in substantially all assets of the Company and such subsidiaries, as set forth in a pledge and security agreement dated December 31, 2024 among the Company, the guarantor subsidiaries and the Agent.

The Term Loan was recorded on the Condensed Consolidated Balance Sheets, net of debt issuance costs and debt discount. The debt issuance costs and debt discount associated with the Term Loan were capitalized and were amortized through interest expense, net on the Condensed Consolidated Statements of Operations and Comprehensive Loss during the term of the Term Loan. As of December 31, 2024 (the date the Company entered into the Credit Agreement), the effective interest rate calculated to amortize these costs was 14.54%.

The Credit Agreement was evaluated for embedded derivative features by evaluating each feature against the nature of the host instrument. Features identified as embedded derivatives that are material are recognized separately as a derivative asset or liability in the financial statements. No embedded features were identified requiring bifurcation, other than the change of control feature. The Company reassessed whether a change in control was considered probable as of each reporting date.

On March 30, 2026, the Company voluntarily prepaid $5.0 million of outstanding principal under the Term Loan. The prepayment was funded using cash on hand and was applied to the final maturity payment of the Term Loan. As a result of the partial extinguishment, the Company wrote off a proportionate share of unamortized debt discount and debt issuance costs of $0.3 million, which was recorded as a loss on extinguishment of debt in the Condensed Consolidated Statement of Operations and Comprehensive Loss. The total loss on extinguishment of debt of $0.4 million also included a prepayment premium. Following the prepayment, the effective interest rate to amortize the remaining debt discount and debt issuance costs on the Term Loan was 13.92%.

On May 27, 2026, the Company used a portion of the proceeds from the Movies Transaction to repay in full all outstanding obligations under the Credit Agreement. The repayment totaled $40.1 million and included (i) $39.0 million of principal outstanding under the Term Loan at the date of repayment, (ii) $0.7 million of accrued interest through the date of repayment and (iii) $0.4 million of prepayment premium. The repayment resulted in the termination of the Credit Agreement and all related loan documents, including the lenders' commitments thereunder and all related guarantees, liens and security interests. The Company recorded a loss on extinguishment of debt of $3.6 million for the three and six months ended June 30, 2026, which included the write-off of $2.3 million of unamortized debt discount and debt issuance costs related to the Term Loan, $0.8 million of unamortized debt issuance costs related to the Revolving Facility, and $0.4 million of a prepayment premium.

The Company's total debt obligation under the Credit Agreement as of December 31, 2025 was as follows:

(In thousands)	As of December 31, 2025
Secured term loan	$ 45,000
Less: Unamortized debt discount and issuance costs	(3,003)
Less: Principal payments	(450)
Total [1]	$ 41,547

[1] The current portion of the Term Loan as of December 31, 2025 was $2.3 million, and was classified within other current liabilities in the Condensed Consolidated Balance Sheets.

8. Fair Value Measurements

Fair Value Measurements on a Nonrecurring Basis

For the year ended December 31, 2025, the Company recorded the initial fair value of Preferred Stock, net of issuance costs, of $89.7 million within mezzanine equity. Refer to Footnote 6, *Convertible Redeemable Preferred Stock and Stockholders' Equity (Deficit)*, for further details. The initial measurement of the Preferred Stock is classified as a non-recurring Level 3 fair value assessment due to the significance of unobservable inputs developed in the determination of the fair value. The Company used a binomial lattice model to determine the fair value of the Preferred Stock at the Recapitalization Closing Date. The Company used significant inputs and assumptions which included the price and expected volatility of the Common Stock, risk-adjusted discount rate, risk-free-rate and expected term as of the Recapitalization Closing Date. The initial fair value of the Exchange Common Stock was $66.6 million, of which the Company recorded the par value of $9.9 thousand within permanent equity and the remaining $65.5 million within additional paid-in capital, net of the issuance costs. The initial measurement of the Exchange Common Stock is classified as a non-recurring Level 1 fair value assessment as the Company used the closing market price of Common Stock to determine the fair value on the Recapitalization Closing Date.

9. Accrued Expenses

(In thousands)	As of June 30, 2026	As of December 31, 2025
Accrued data costs	$ 24,372	$ 26,348
Payroll and payroll-related	9,852	9,577
Professional fees	3,431	1,931
Other	5,777	7,023
Total accrued expenses	$ 43,432	$ 44,879

10. Related Party Transactions

Transactions with Charter, Liberty and Pine

Through May 15, 2023, Charter, Qurate and Pine each held 33.3% of the outstanding shares of Series B Preferred Stock. On May 16, 2023, Qurate sold its Series B Preferred Stock to Liberty, and Charter, Liberty, and Pine continued to hold 33.3% of the outstanding shares of Series B Preferred Stock until the Recapitalization Closing Date.

At the Annual Meeting on June 15, 2023, the Company's stockholders approved proposals permitting the payment of annual dividends on the Series B Preferred Stock in the form of cash, shares of Common Stock, additional shares of Series B Preferred Stock, or a combination thereof, subject to conditions set forth in the Certificate of Designations of the Series B Preferred Stock.

On July 24, 2024, the Company issued 13,257,294 additional shares of Series B Preferred Stock to the existing holders of Series B Preferred Stock in exchange for cancellation of the Company's obligation to pay deferred dividends totaling $32.8 million to such holders for annual dividend periods ended in 2023 and 2024.

On June 24, 2025, each holder of Series B Preferred Stock waived its right to receive on June 30, 2025 the annual dividends otherwise payable on that date. Under the waivers and the Certificate of Designations, the deferred dividends continued to accrue and accumulate at a rate of 9.5% per year until they were extinguished as part of the Recapitalization Transaction.

On December 29, 2025, as part of the Recapitalization Transaction, Charter, Liberty and Pine each exchanged 31,928,301 shares of Series B Preferred Stock for (i) 4,223,621 shares of Preferred Stock and (ii) 3,286,825 shares of Exchange Common Stock. Additionally, the Company agreed to a fixed cash payment of $2.0 million to each of the Preferred Stockholders on June 30, 2028, regardless of whether the Preferred Stockholders continue to own any securities of the Company on the payment date.

Charter, Liberty and Pine are entitled to convert the Preferred Stock into shares of Common Stock and to vote as a single class with the holders of the Common Stock as set forth in the Certificate of Designations of the Preferred Stock. In connection with the Recapitalization Transaction, the Company and the Preferred Stockholders also entered into an amendment and restatement of the Stockholders Agreement between the parties. Under the Stockholders Agreement, as amended and restated, each Preferred Stockholder has the right to designate one director to serve on the Company's Board, and the Preferred Stockholders together have the right to nominate a fourth director who will act as the Board Chair. In addition, each Preferred Stockholder has consent rights over certain matters. In accordance with the Stockholders Agreement, Charter, Liberty and Pine each have designated one member of the Company's Board and together have nominated an additional member of the Company's Board. For further information, refer to Footnote 6, *Convertible Redeemable Preferred Stock and Stockholders' Equity (Deficit)*.

As of June 30, 2026, Charter, Liberty and Pine each owned 4,223,621 shares of the Company's outstanding Preferred Stock. Additionally, as of June 30, 2026 (based on public filings), Charter, Liberty and Pine owned 3,295,183 shares, 3,286,825 shares and 3,396,479 shares, respectively, of the Company's outstanding Common Stock. As of June 30, 2026, the total fixed cash payment to the Preferred Stockholders was measured at its present value of $4.8 million and is presented in the Condensed Consolidated Balance Sheets as a non-current liability.

Concurrent with the closing of the 2021 Preferred Stock Transactions on March 10, 2021, the Company entered into a ten-year Data License Agreement ("DLA") with Charter Communications Operating, LLC ("Charter Operating"), an affiliate of Charter. The DLA has subsequently been amended, including amendments in 2022 and 2024. Under the current terms of the DLA, fees are based on household counts provided by Charter Operating during the period.

The Company's results from transactions with Charter and its affiliates, as reflected in the Condensed Consolidated Statements of Operations and Comprehensive Loss, are detailed below:

	Three Months Ended June 30,		Six Months Ended June 30,	
(In thousands)	2026	2025	2026	2025
Revenues	$ 501	$ 501	$ 1,002	$ 1,002
Cost of revenues	2,665	3,225	5,443	6,841

The Company has the following liability balances related to transactions with Charter and its affiliates, as reflected in the Condensed Consolidated Balance Sheets:

	As of	
(In thousands)	June 30, 2026	December 31, 2025
Accounts payable	$ 3,608	$ —
Accrued expenses	11,428	7,909
Non-current portion of accrued data costs	15,559	18,357
Non-current payable to preferred stockholders	1,589	1,486

The Company had no other transactions with Pine and Liberty for the three and six months ended June 30, 2026 and 2025.

Transactions with Directors and Officers

The Company had no reportable transactions with affiliates or former affiliates of its directors and officers for the three and six months ended June 30, 2026. The Company recognized revenues of $0.1 million and $0.4 million from transactions with affiliates or former affiliates of its directors and officers in the normal course of business during the three and six months ended June 30, 2025, respectively, as reflected in the Condensed Consolidated Statements of Operations and Comprehensive Loss.

Transactions with WPP

As of the Recapitalization Closing Date, WPP plc and its affiliates ("WPP") were no longer classified as a related party because their ownership of the Company's outstanding Common Stock fell below 5% due to the issuance of Exchange Common Stock on the Recapitalization Closing Date. However, during 2025 until the Recapitalization Closing Date (based on public filings), WPP owned 565,968 shares of the Company's outstanding Common Stock, which represented more than 5% of the outstanding Common Stock during that period. The amounts disclosed herein relate to transactions with WPP during the periods presented through the Recapitalization Closing Date. The Company provides WPP and its affiliates, in the normal course of business, services amongst its different products and receives various services from WPP supporting the Company's data collection efforts.

The Company's results from transactions with WPP, as reflected in the Condensed Consolidated Statements of Operations and Comprehensive Loss, were as follows:

(In thousands)	Three Months Ended June 30, 2025	Six Months Ended June 30, 2025
Revenues	$ 1,710	$ 3,512
Cost of revenues	2,210	4,360

The Company had the following balances related to transactions with WPP, as reflected in the Condensed Consolidated Balance Sheets:

(In thousands)	As of December 31, 2025
Assets	
Accounts receivable, net	$ 787
Liabilities	
Accounts payable	$ 1,762
Accrued expenses	1,755
Contract liabilities	428

11. Commitments and Contingencies

Commitments

The Company has certain long-term contractual arrangements that have fixed and determinable payment obligations including unconditional purchase obligations with multichannel video programming distributors ("MVPDs") and other providers for set-top box and connected (Smart) television data. These agreements have remaining terms of less than one year to five years. As of June 30, 2026, the total fixed payment obligations related to set-top box and connected television data agreements are $83.6 million and $18.1 million, respectively.

The information set forth below summarizes the contractual obligations, by year, as of June 30, 2026:

	(In thousands)
2026 (remaining)	$ 28,931
2027	27,973
2028	16,528
2029	14,115
2030	13,079
Thereafter	1,083
Total	$ 101,709

In addition, the Company expects to make variable payments related to a set-top box data agreement totaling an estimated $77.0 million over the next five years.

Contingencies

The Company is involved in various legal proceedings from time to time. The Company establishes reserves for specific legal proceedings when management determines that the likelihood of an unfavorable outcome is probable, and the amount of loss can be reasonably estimated. The Company has also identified certain other legal matters where an unfavorable outcome is reasonably possible and/or for which no estimate of possible losses can be made. In these cases, the Company does not establish a reserve until it can reasonably estimate the loss. Legal fees related to contingencies are expensed as incurred. The outcomes of legal proceedings are inherently unpredictable, subject to significant uncertainties, and could be material to the Company's operating results and cash flows for a particular period.

Privacy Litigation

In February 2026, a purported class action complaint was filed against the Company in the U.S. District Court for the Central District of California (Singer et al. v. Comscore, Inc. et al., No. 2:26-cv-01108 (C.D. Cal.)) alleging violations of various California laws and the federal Electronic Communications Privacy Act, as well as certain common-law claims, in connection with the Company's alleged collection of internet data from California residents. Among other things, the plaintiffs sought certification as a class, injunctive relief, statutory damages, disgorgement of profits, punitive damages, costs and attorneys' fees. On June 30, 2026, the Court granted the Company's motion to dismiss the complaint. Although the Court granted the plaintiffs leave to amend the complaint, the Company believes that a material loss is not probable or estimable.

State Sales Tax Audit

In January 2025, the Company received an initial audit assessment from the State of Washington Department of Revenue related to an audit of potential sales tax liabilities in Washington for fiscal years 2020 through 2023. The initial aggregate assessment calculated by the Department of Revenue, including alleged penalties and interest, was approximately $8.0 million. The Company has petitioned for review of the audit assessment and believes, based on discussions with the Department of Revenue, that the final assessment will be significantly lower based on its position that substantially all of its activities are not taxable under the applicable terms of Washington law. As of June 30, 2026, the Company estimates its potential net liability in this matter as less than $0.3 million after offsetting applicable credits.

Other Matters

The Company is, and may become, a party to a variety of legal proceedings from time to time that arise in the normal course of the Company's business. While the results of such legal proceedings cannot be predicted with certainty, management believes that, based on current knowledge, the final outcome of any such current pending matters will not have a material adverse effect on the Company's financial position, results of operations or cash flows. Regardless of the outcome, legal proceedings can have an adverse effect on the Company because of defense costs, diversion of management resources and other factors.

Indemnification

The Company has entered into indemnification agreements with each of the Company's directors and certain officers, and the Company's amended and restated certificate of incorporation requires it to indemnify each of its directors and officers, to the fullest extent permitted by Delaware law, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he or she is or was a director or officer of the Company. The Company has paid and may in the future pay legal counsel fees incurred by current and former directors and officers who are involved in legal proceedings that require indemnification.

Similarly, certain of the Company's commercial contracts require it to indemnify contract counterparties under specified circumstances, and the Company may incur legal counsel fees and other costs in connection with these obligations.

12. Segment Information

Operating segments are defined as components of a business that can earn revenues and incur expenses for which discrete financial information is available and is evaluated on a regular basis by the chief operating decision maker ("CODM"). The Company's CODM is its Chief Executive Officer, who decides how to allocate resources and assess performance. The Company operates as one operating segment. A single management team reports to the CODM, who manages the business on a consolidated basis.

The Company's CODM uses consolidated net income to make decisions, allocate resources and assess performance. The following table presents financial information that is provided to the CODM with respect to the Company's single operating segment for the three and six months ended June 30, 2026 and 2025:

	Three Months Ended June 30,		Six Months Ended June 30,	
(In thousands)	2026	2025	2026	2025
Revenues				
Content & Ad Measurement	$ 67,777	$ 76,753	$ 140,890	$ 149,919
Syndicated Audience	55,249	63,953	115,760	127,457
Cross Platform	12,528	12,800	25,130	22,462
Research & Insight Solutions	11,469	12,636	23,678	25,179
Total revenues	$ 79,246	$ 89,389	$ 164,568	$ 175,098
Cost of goods sold [(1)]	32,363	33,099	65,271	65,716
Operating expenses				
Compensation	$ 33,052	$ 34,212	$ 67,503	$ 67,781
Professional fees [(2)]	5,349	5,197	10,943	10,087
Facilities & office expense	1,493	2,161	3,294	4,470
Software licenses, maintenance and systems	3,550	3,219	7,017	6,473
Travel & entertainment	767	656	1,396	1,121
Other operating expenses	1,332	1,930	2,755	3,165
Total operating expenses	$ 45,543	$ 47,375	$ 92,908	$ 93,097
Depreciation & amortization	$ 7,352	$ 7,449	$ 14,851	$ 14,795
Stock-based compensation	(89)	1,748	736	2,486
Transformation costs	796	1,035	1,172	2,042
Strategic transaction costs [(2)]	1,807	—	2,321	—
Foreign currency transactions	(520)	3,803	(1,760)	5,546
Interest expense, net	1,021	1,553	2,771	3,311
Taxes	(887)	2,455	(31)	881
Other [(3)]	6,645	364	7,362	709
Net loss	$ (14,785)	$ (9,492)	$ (21,033)	$ (13,485)

[(1)] Excludes certain items that are recorded within the cost of revenues, selling and marketing, research and development, and general and administrative expense lines on the Company's Condensed Consolidated Statements of Operations and Comprehensive Loss that are presented elsewhere in this table in accordance with the presentation to the CODM, who uses the adjusted presentation to allocate resources and assess performance.
[(2)] Beginning in the third quarter of 2025 (and for comparable prior periods), strategic transaction costs that had previously been included in professional fees are being presented separately in this table in accordance with the presentation to the CODM. Strategic transaction costs represent third-party professional fees and other charges incurred in connection with strategic transactions, including mergers, acquisitions, financings and dispositions, regardless of whether consummated, which the Company otherwise would not have incurred as part of its normal business operations.
[(3)] Other includes loss on extinguishment of debt and loss on divestiture of business, net as recognized in the Company's Condensed Consolidated Statements of Operations and Comprehensive Loss, among other items.

13. Subsequent Events

Realignment Plan

On August 11, 2026, the Company communicated a workforce reduction as part of a broader plan to realign the Company's business, optimize its operations, and invest in long-term growth opportunities. In addition to employee terminations, the plan is expected to include reductions in other corporate costs, expanded use of offshore support, reallocation of commercial and product development resources, contract modifications, and targeted investments in future growth areas. The Company may also determine to exit activities in certain geographic regions in order to more effectively align resources with business priorities. In connection with the realignment plan, which was authorized by the Company's Board of Directors on August 6, 2026, the Company will incur certain exit-related costs. These costs are currently estimated to range between $7 million and $9 million, including (1) cash charges of approximately $6 million to $8 million for severance, termination benefits and related costs for impacted employees; (2) cash charges of approximately $0.5 million to $1 million for contract termination fees; and (3) cash charges of approximately $0.5 million to $1 million for other associated costs, including legal, consulting and other professional fees. The Company expects implementation of the plan, including cash payments, to be substantially complete in the third quarter of 2027.

For the six months ended June 30, 2026, the Company experienced an increase in loss from operations and a decrease in net cash provided by operating activities. Management believes the actions contemplated by the realignment plan, together with other measures the Company is taking to reduce costs and manage working capital, will provide sufficient liquidity for the Company to meet its obligations as they become due for at least one year after these financial statements are issued. However, if these actions and the Company's cash flow from operations prove inadequate to satisfy its obligations as they come due, the Company could face substantial liquidity challenges. Management will continue to actively monitor the Company's liquidity position and will evaluate additional operational and financing initiatives, as appropriate, to further strengthen its financial flexibility and address evolving business conditions.

ITEM 2. *MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS*

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our Condensed Consolidated Financial Statements and the related Notes to Condensed Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q, or 10-Q. In addition to historical financial information, the following discussion and analysis contains forward-looking statements that involve risks, uncertainties and assumptions. Our actual results and timing of selected events in future periods may differ materially from those anticipated or implied in these forward-looking statements as a result of many factors, including those discussed under Item 1A, "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2025 (the "2025 10-K"), under Item 1A, "Risk Factors" in this 10-Q and elsewhere in this 10-Q. See also "Cautionary Note Regarding Forward-Looking Statements" at the beginning of this 10-Q.

Overview

We are a global information and analytics company that measures advertising, content, and the consumer audiences of each, across media platforms. We create our products using a global data platform that combines information on digital platforms (connected televisions, mobile devices, tablets and computers), televisions and direct to consumer applications with demographics and other descriptive information. We have developed proprietary data science that enables measurement of person-level and household-level audiences, removing duplicated viewing across devices and over time. This combination of data and methods enables a common standard for buyers and sellers to transact on advertising. This helps companies across the media ecosystem better understand and monetize their audiences and develop marketing plans and products to more efficiently and effectively reach those audiences. Our ability to unify behavioral and other descriptive data enables us to provide audience ratings, advertising verification and granular consumer segments that describe hundreds of millions of consumers. Our customers include digital publishers, television networks, content owners, brand advertisers, agencies and technology providers.

The platforms we measure include televisions, mobile devices, computers, tablets and CTV devices. The information we analyze crosses geographies, types of content and activities, including websites, mobile and over-the-top applications, video games, television programming, e-commerce and advertising.

Divestiture of Movies Business

On May 27, 2026, we entered into and closed an Equity Purchase Agreement with an affiliate of Advaya Capital, Flix Buyer Inc. (the "Purchaser"), pursuant to which we sold our box office measurement, reporting and analytics business and our Hollywood Software business (collectively, the "Movies Business") to the Purchaser for an aggregate base purchase price of $70.0 million in cash, subject to customary adjustments and other terms as set forth in the Equity Purchase Agreement (the "Movies Transaction").

Management Changes

Effective May 28, 2026, our Board of Directors appointed Matthew McLaughlin as our Chief Executive Officer. In connection with Mr. McLaughlin's appointment, our former Chief Executive Officer Jon Carpenter transitioned to a senior advisor position and resigned from the Board of Directors. Effective June 9, 2026, Greg Dale, our then Chief Operating Officer, departed the Company.

Results of Operations

The following table sets forth selected Condensed Consolidated Statements of Operations and Comprehensive Loss data as a percentage of revenues for each of the periods indicated. Percentages may not add due to rounding.

	Three Months Ended June 30,				Six Months Ended June 30,			
	2026		2025		2026		2025	
(In thousands)	Dollars	% of Revenue	Dollars	% of Revenue	Dollars	% of Revenue	Dollars	% of Revenue
Revenues	$ 79,246	100.0 %	$ 89,389	100.0 %	$ 164,568	100.0 %	$ 175,098	100.0 %
Cost of revenues	50,982	64.3 %	53,099	59.4 %	103,970	63.2 %	104,846	59.9 %
Selling and marketing	14,778	18.7 %	16,663	18.6 %	30,434	18.5 %	31,466	18.0 %
Research and development	7,154	9.0 %	7,804	8.7 %	14,940	9.1 %	15,922	9.1 %
General and administrative	14,998	18.9 %	12,872	14.4 %	27,778	16.9 %	25,347	14.5 %
Amortization of intangible assets	632	0.8 %	632	0.7 %	1,264	0.8 %	1,264	0.7 %
Loss on divestiture of business, net	2,682	3.4 %	—	— %	2,682	1.6 %	—	— %
Total expenses from operations	91,226	115.1 %	91,070	101.8 %	181,068	110.0 %	178,845	102.1 %
Loss from operations	(11,980)	(15.1)%	(1,681)	(1.9)%	(16,500)	(10.0)%	(3,747)	(2.1)%
Gain (loss) from foreign currency transactions	520	0.7 %	(3,803)	(4.3)%	1,760	1.1 %	(5,546)	(3.2)%
Other income, net	417	0.5 %	—	— %	417	0.3 %	—	— %
Interest expense, net	(1,021)	(1.3)%	(1,553)	(1.7)%	(2,771)	(1.7)%	(3,311)	(1.9)%
Loss on extinguishment of debt	(3,608)	(4.6)%	—	— %	(3,970)	(2.4)%	—	— %
Loss before income taxes	(15,672)	(19.8)%	(7,037)	(7.9)%	(21,064)	(12.8)%	(12,604)	(7.2)%
Income tax benefit (provision)	887	1.1 %	(2,455)	(2.7)%	31	— %	(881)	(0.5)%
Net loss	$ (14,785)	(18.7)%	$ (9,492)	(10.6)%	$ (21,033)	(12.8)%	$ (13,485)	(7.7)%

Revenues

Our products and services are organized around two solution groups:

- Content & Ad Measurement represents the measurement portion of our business - measuring audiences across content and advertisements for linear TV, CTV, desktops, laptops, tablets and mobile devices. Product offerings reported in this solution group include our legacy subscription-based syndicated offerings that measure audiences for linear TV (national and local), digital and streaming, as well as theatrical box office receipts prior to the Movies Transaction. Also included in this solution group are our transaction-based cross-platform products - Proximic by Comscore ("Proximic"), our Activation solution suite, and Cross-Platform Campaign Results ("CCR"), along with our subscription-based cross-platform product, Comscore Content Measurement ("CCM"). These syndicated and cross-platform products are used as currency to plan and execute ad campaigns, measure the outcome of ad campaigns, optimize ad campaigns that are in-flight, activate programmatic campaigns, and make content easier for programmatic advertisers to reach.
- Research & Insight Solutions represents the custom solutions we provide that are tailored to our clients' specific needs. These offerings include custom TV, digital and cross-platform data feeds, as well as other data integrations. They also include our survey business, our Consumer Brand Health business, and other bespoke research, data and insight deliverables that help our clients better understand their business, competitive landscape, clients and market.

We categorize our revenue along these two solution groups; however, our cost structure is tracked at the corporate level and not by our solution groups. These shared costs include employee costs, purchased data, operational overhead, data storage and technology that support both solution groups.

Revenues for the three months ended June 30, 2026 and 2025 were as follows:

	Three Months Ended June 30,					
(In thousands)	2026	% of Revenue	2025	% of Revenue	$ Variance	% Variance
Content & Ad Measurement						
Syndicated Audience	$ 55,249	69.7 %	$ 63,953	71.5 %	$ (8,704)	(13.6)%
Cross-Platform	12,528	15.8 %	12,800	14.3 %	(272)	(2.1)%
Total Content & Ad Measurement	67,777	85.5 %	76,753	85.9 %	(8,976)	(11.7)%
Research & Insight Solutions	11,469	14.5 %	12,636	14.1 %	(1,167)	(9.2)%
Total revenues	$ 79,246	100.0 %	$ 89,389	100.0 %	$ (10,143)	(11.3)%

Content & Ad Measurement revenue decreased primarily due to a decline in revenue from our Syndicated Audience offerings, driven by the divestiture of the Movies Business, as described in Footnote 3, *Divestiture of Movies Business,* and lower renewals and lost business in our TV and syndicated digital products. Cross-Platform revenue also declined, primarily driven by lower usage in Proximic, partially offset by growth from new business in CCM.

Research & Insight Solutions revenue decreased primarily due to lower renewals and lower deliveries of certain custom digital products.

Revenues for the six months ended June 30, 2026 and 2025 were as follows:

	Six Months Ended June 30,					
(In thousands)	2026	% of Revenue	2025	% of Revenue	$ Variance	% Variance
Content & Ad Measurement						
Syndicated Audience	$ 115,760	70.3 %	$ 127,457	72.8 %	$ (11,697)	(9.2)%
Cross-Platform	25,130	15.3 %	22,462	12.8 %	2,668	11.9 %
Total Content & Ad Measurement	140,890	85.6 %	149,919	85.6 %	(9,029)	(6.0)%
Research & Insight Solutions	23,678	14.4 %	25,179	14.4 %	(1,501)	(6.0)%
Total revenues	$ 164,568	100.0 %	$ 175,098	100.0 %	$ (10,530)	(6.0)%

Content & Ad Measurement revenue decreased due to a decline in revenue from our Syndicated Audience offerings, primarily related to lower renewals and lost business in our TV and syndicated digital products, along with the divestiture of the Movies Business, as described in Footnote 3, *Divestiture of Movies Business*. This decrease was offset by growth in our Cross-Platform revenue, primarily driven by increased usage of our Proximic and CCR products and continued adoption of our CCM offering.

Research & Insight Solutions revenue decreased primarily due to lower renewals and lower deliveries of certain custom digital products.

Cost of Revenues

Cost of revenues consists primarily of expenses related to producing our products, operating our network infrastructure, and the recruitment, maintenance and support of our consumer panels. These expenses include employee costs for salaries, benefits, stock-based compensation and other related personnel costs of network operations, survey operations, custom analytics and technical support, all of which are expensed as they are incurred. Cost of revenues also includes costs to obtain MVPD data sets and panel, census-based and other data sets used in our products as well as operational costs associated with our data centers, including depreciation expense associated with computer equipment and internally developed software that supports our panels and systems. Additionally, cost of revenues includes allocated overhead, lease expense and other facilities-related costs, and depreciation expense generated by general purpose equipment and software.

Cost of revenues for the three months ended June 30, 2026 and 2025 were as follows:

	Three Months Ended June 30,					
(In thousands)	2026	% of Revenue	2025	% of Revenue	$ Change	% Change
Data costs	$ 16,358	20.6 %	$ 16,886	19.0 %	$ (528)	(3.1)%
Employee costs	9,956	12.6 %	11,276	12.6 %	(1,320)	(11.7)%
Systems and bandwidth costs	7,394	9.3 %	7,619	8.5 %	(225)	(3.0)%
Lease expense and depreciation	6,763	8.5 %	7,093	7.9 %	(330)	(4.7)%
Panel costs	3,676	4.6 %	3,600	4.0 %	76	2.1 %
Royalties and resellers	2,424	3.1 %	1,905	2.1 %	519	27.2 %
Sample and survey costs	1,647	2.1 %	1,529	1.7 %	118	7.7 %
Technology	1,312	1.7 %	1,183	1.3 %	129	10.9 %
Professional fees	1,110	1.4 %	1,690	1.9 %	(580)	(34.3)%
Other	342	0.4 %	318	0.4 %	24	7.5 %
Total cost of revenues	$ 50,982	64.3 %	$ 53,099	59.4 %	$ (2,117)	(4.0)%

Employee costs decreased primarily due to the divestiture of the Movies Business and a decrease in stock compensation expense. Professional fees decreased primarily due to lower consulting fees. Data costs decreased primarily due to declines in our MVPD costs related to declining household counts.

Cost of revenues for the six months ended June 30, 2026 and 2025 were as follows:

	Six Months Ended June 30,					
(In thousands)	2026	% of Revenue	2025	% of Revenue	$ Change	% Change
Data costs	$ 33,045	20.2 %	$ 34,141	19.4 %	$ (1,096)	(3.2)%
Employee costs	21,339	13.0 %	21,932	12.5 %	(593)	(2.7)%
Systems and bandwidth costs	15,032	9.1 %	14,471	8.3 %	561	3.9 %
Lease expense and depreciation	13,831	8.4 %	14,150	8.1 %	(319)	(2.3)%
Panel costs	7,123	4.3 %	7,099	4.1 %	24	0.3 %
Royalties and resellers	4,981	3.0 %	3,956	2.3 %	1,025	25.9 %
Sample and survey costs	3,076	1.9 %	3,071	1.8 %	5	0.2 %
Technology	2,541	1.5 %	2,359	1.3 %	182	7.7 %
Professional fees	2,338	1.4 %	3,099	1.8 %	(761)	(24.6)%
Other	664	0.4 %	568	0.3 %	96	16.9 %
Total cost of revenues	$ 103,970	63.2 %	$ 104,846	59.9 %	$ (876)	(0.8)%

Data costs decreased primarily due to declines in our MVPD costs related to declining household counts. Professional fees decreased primarily due to a decrease in consulting fees. The decreases were partially offset by an increase in royalties and resellers primarily due to increased sales of products for which we pay royalties.

Selling and Marketing

Selling and marketing expenses consist primarily of employee costs, including salaries, benefits, commissions, stock-based compensation and other related costs for personnel associated with sales and marketing activities, as well as costs related to online and offline advertising, industry conferences, promotional materials, public relations, other sales and marketing programs and allocated overhead, lease expense and other facilities-related costs, and depreciation expense generated by general purpose equipment and software.

Selling and marketing expenses for the three months ended June 30, 2026 and 2025 were as follows:

(In thousands)	Three Months Ended June 30, 2026	% of Revenue	2025	% of Revenue	$ Change	% Change
Employee costs	$ 11,356	14.3 %	$ 12,838	14.3 %	$ (1,482)	(11.5)%
Professional fees	861	1.1 %	701	0.8 %	160	22.8 %
Technology	830	1.0 %	813	0.9 %	17	2.1 %
Marketing and advertising	791	1.0 %	1,242	1.4 %	(451)	(36.3)%
Lease expense and depreciation	365	0.5 %	521	0.6 %	(156)	(29.9)%
Other	575	0.7 %	548	0.6 %	27	4.9 %
Total selling and marketing expenses	$ 14,778	18.6 %	$ 16,663	18.6 %	$ (1,885)	(11.3)%

Employee costs decreased primarily due to the divestiture of the Movies Business.

Selling and marketing expenses for the six months ended June 30, 2026 and 2025 were as follows:

(In thousands)	Six Months Ended June 30, 2026	% of Revenue	2025	% of Revenue	$ Change	% Change
Employee costs	$ 23,911	14.5 %	$ 24,465	14.0 %	$ (554)	(2.3)%
Professional fees	1,787	1.1 %	1,380	0.8 %	407	29.5 %
Technology	1,777	1.1 %	1,624	0.9 %	153	9.4 %
Marketing and advertising	1,157	0.7 %	1,886	1.1 %	(729)	(38.7)%
Lease expense and depreciation	854	0.5 %	1,078	0.6 %	(224)	(20.8)%
Other	948	0.6 %	1,033	0.6 %	(85)	(8.2)%
Total selling and marketing expenses	$ 30,434	18.5 %	$ 31,466	18.0 %	$ (1,032)	(3.3)%

Marketing and advertising costs decreased primarily due to fewer marketing events during the six months ended June 30, 2026. Employee costs decreased primarily due to the divestiture of the Movies Business.

Research and Development

Research and development expenses include product development costs, consisting primarily of employee costs including salaries, benefits, stock-based compensation and other related costs for personnel associated with research and development activities, third-party expenses to develop new products, third-party data costs, allocated overhead, lease expense and other facilities-related costs, and depreciation expense related to general purpose equipment and software.

Research and development expenses for the three months ended June 30, 2026 and 2025 were as follows:

(In thousands)	Three Months Ended June 30, 2026	% of Revenue	2025	% of Revenue	$ Change	% Change
Employee costs	$ 5,473	6.8 %	$ 5,966	6.6 %	$ (493)	(8.3)%
Technology	801	1.0 %	722	0.8 %	79	10.9 %
Professional fees	520	0.7 %	602	0.7 %	(82)	(13.6)%
Lease expense and depreciation	221	0.3 %	376	0.4 %	(155)	(41.2)%
Other	139	0.2 %	138	0.2 %	1	0.7 %
Total research and development expenses	$ 7,154	9.0 %	$ 7,804	8.7 %	$ (650)	(8.3)%

Research and development expenses for the six months ended June 30, 2026 and 2025 were as follows:

(In thousands)	Six Months Ended June 30, 2026	% of Revenue	2025	% of Revenue	$ Change	% Change
Employee costs	$ 11,489	7.0 %	$ 12,262	7.0 %	$ (773)	(6.3)%
Technology	1,551	0.9 %	1,508	0.9 %	43	2.9 %
Professional fees	1,096	0.7 %	1,085	0.6 %	11	1.0 %
Lease expense and depreciation	526	0.3 %	826	0.5 %	(300)	(36.3)%
Other	278	0.2 %	241	0.1 %	37	15.4 %
Total research and development expenses	$ 14,940	9.1 %	$ 15,922	9.1 %	$ (982)	(6.2)%

General and Administrative

General and administrative expenses consist primarily of employee costs including salaries, benefits, stock-based compensation and other related costs, and related expenses for executive management, finance, human capital, legal and other administrative functions, as well as professional fees, overhead, including allocated overhead, lease expense and other facilities-related costs, depreciation expense related to general purpose equipment and software, amortization of cloud-computing implementation costs, Board of Directors compensation and expenses incurred for other general corporate purposes.

General and administrative expenses for the three months ended June 30, 2026 and 2025 were as follows:

	Three Months Ended June 30,					
(In thousands)	2026	% of Revenue	2025	% of Revenue	$ Change	% Change
Employee costs	$ 7,473	9.4 %	$ 7,594	8.5 %	$ (121)	(1.6)%
Professional fees	4,922	6.2 %	2,994	3.3 %	1,928	64.4 %
Technology	963	1.2 %	865	1.0 %	98	11.3 %
Lease expense and depreciation	172	0.2 %	263	0.3 %	(91)	(34.6)%
Other	1,468	1.9 %	1,156	1.3 %	312	27.0 %
Total general and administrative expenses	$ 14,998	18.9 %	$ 12,872	14.4 %	$ 2,126	16.5 %

Professional fees increased primarily due to legal and advisory fees related to the divestiture of the Movies Business.

General and administrative expenses for the six months ended June 30, 2026 and 2025 were as follows:

	Six Months Ended June 30,					
(In thousands)	2026	% of Revenue	2025	% of Revenue	$ Change	% Change
Employee costs	$ 13,946	8.6 %	$ 14,876	8.5 %	$ (930)	(6.3)%
Professional fees	8,584	5.2 %	6,079	3.5 %	2,505	41.2 %
Technology	1,858	1.1 %	1,705	1.0 %	153	9.0 %
Lease expense and depreciation	394	0.2 %	545	0.3 %	(151)	(27.7)%
Other	2,996	1.8 %	2,142	1.2 %	854	39.9 %
Total general and administrative expenses	$ 27,778	16.9 %	$ 25,347	14.5 %	$ 2,431	9.6 %

Professional fees increased primarily due to legal and advisory fees related to the divestiture of the Movies Business.

Amortization of Intangible Assets

Amortization expense consists of charges related to the amortization of intangible assets associated with acquisitions, primarily our 2021 acquisition of Shareablee. Amortization of intangible assets was $0.6 million during the three months ended June 30, 2026 and 2025 and $1.3 million during the six months ended June 30, 2026 and 2025.

Loss on Divestiture of Business, Net

During the three and six months ended June 30, 2026, we recognized a $2.7 million loss on divestiture of business, net in connection with the divestiture of the Movies Business. For additional information, refer to Footnote 3, *Divestiture of Movies Business.*

Gain (Loss) From Foreign Currency Transactions

Our foreign currency transactions are recorded as a result of fluctuations in the exchange rate between the transactional currency and the functional currency of foreign subsidiary transactions, primarily resulting in non-cash unrealized gains and losses. Our foreign currency exposures that relate to the translation to U.S. Dollars are in a net liability position, and our foreign currency exposures that relate to the translation from U.S. Dollars are in a net asset position.

For the three and six months ended June 30, 2026, the gain from foreign currency transactions was $0.5 million and $1.8 million, respectively. The gains were primarily driven by fluctuations in the Euro, Chilean Peso, Mexican Peso and U.S. Dollar exchange rates. For the three and six months ended June 30, 2025, the loss from foreign currency transactions was $3.8 million and $5.5 million, respectively. The losses were primarily driven by fluctuations in the Euro, Chilean Peso and U.S. Dollar exchange rates.

Other Income, Net

Other income, net represents income and expenses incurred that are generally not recurring in nature or are not part of our regular operations. Other income, net was $0.4 million during the three and six months ended June 30, 2026, and zero during the three and six months ended June 30, 2025. The increase in other income, net for the three and six months ended June 30, 2026 as compared to 2025 was primarily driven by income from the transition services agreements, as described in Footnote 3, *Divestiture of Movies Business.*

Interest Expense, Net

Interest expense, net consists of interest income and interest expense. Interest income primarily consists of interest earned from our cash and cash equivalent balances. Interest expense primarily relates to interest and amortization of debt issuance costs under our Credit Agreement (as defined below) and our finance leases.

We incurred interest expense, net of $1.0 million and $1.6 million during the three months ended June 30, 2026 and 2025, respectively, and $2.8 million and $3.3 million during the six months ended June 30, 2026 and 2025, respectively. The decrease in interest expense, net for the three and six months ended June 30, 2026 as compared to 2025 was primarily due to the prepayment of $5.0 million of Term Loan (as defined below) principal in the first quarter and the full repayment of the remaining obligations under the Credit Agreement in the second quarter of 2026. For additional information, refer to Footnote 7, *Debt.*

Loss on Extinguishment of Debt

During the three and six months ended June 30, 2026, we recognized a $3.6 million and $4.0 million loss on extinguishment of debt, respectively. The loss on extinguishment of debt is related to the prepayment of $5.0 million of Term Loan principal in the first quarter of 2026 and the full repayment of the remaining outstanding obligations under the Credit Agreement in the second quarter of 2026. For additional information, refer to Footnote 7, *Debt*.

Income Tax Benefit (Provision)

A valuation allowance has been established against our net U.S. federal and state deferred tax assets and certain foreign deferred tax assets, including net operating loss carryforwards. As a result, our income tax position is primarily related to foreign tax activity and U.S. deferred taxes for tax deductible goodwill and other indefinite-lived liabilities.

For the three months ended June 30, 2026 and 2025, we recorded an income tax benefit of $0.9 million and an income tax provision of $2.5 million, respectively, resulting in effective tax rates of 5.7% and 34.9%, respectively. For the six months ended June 30, 2026 and 2025, we recorded an income tax benefit of $31.0 thousand and an income tax provision of $0.9 million, respectively, resulting in effective tax rates of 0.1% and 7.0%, respectively. These effective tax rates differ from the U.S. federal statutory rate primarily due to the effects of certain permanent items, foreign tax rate differences, changes in the valuation allowance against our domestic deferred tax assets and deferred tax expense resulting from amortization of tax-deductible goodwill. The income tax benefit for the three and six months ended June 30, 2026 also includes a discrete deferred tax benefit of $2.0 million related to the reduction of goodwill as a result of the divestiture of the Movies Business, along with discrete tax expense of $0.6 million related to foreign tax withholding on dividend distributions that were made in connection with the divestiture.

Liquidity and Capital Resources

The following table summarizes our cash flows for each of the periods identified:

	Six Months Ended June 30,	
(In thousands)	2026	2025
Net cash provided by operating activities	$ 8,041	$ 9,994
Net cash provided by (used in) investing activities	43,458	(11,392)
Net cash used in financing activities	(49,540)	(4,576)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(12)	2,032
Net increase (decrease) in cash, cash equivalents and restricted cash	1,947	(3,942)

Overview

Our principal uses of cash consist of cash paid for data, payroll and other operating expenses; payments related to investments in equipment, primarily to support our consumer panels and technical infrastructure required to deliver our products and services and support our customers; service of our debt and lease facilities; and costs related to our recently announced realignment plan (described below).

As of June 30, 2026, our principal sources of liquidity consisted of cash, cash equivalents and restricted cash totaling $28.7 million, including $3.0 million in restricted cash (primarily related to letters of credit) and cash flows from our operations. We had outstanding letters of credit of $2.7 million as of June 30, 2026.

On May 27, 2026, we entered into an Equity Purchase Agreement with the Purchaser, pursuant to which we sold our Movies Business to the Purchaser for an aggregate base purchase price of $70.0 million in cash, subject to customary adjustments and other terms as set forth in the Equity Purchase Agreement. For further information, refer to Footnote 3, *Divestiture of Movies Business*.

We used a portion of the proceeds from the Movies Transaction to repay in full all outstanding obligations under our financing agreement with Blue Torch Finance LLC. See "Secured Credit Agreement" below. For additional information, refer to Footnote 7, *Debt*.

On August 11, 2026, we communicated a workforce reduction as part of a broader plan to realign our business, optimize our operations, and invest in long-term growth opportunities. In connection with this realignment plan, we will incur certain exit-related costs, which are currently estimated to range between $7 million and $9 million. We expect implementation of the plan, including cash payments, to be substantially complete in the third quarter of 2027. For additional information, refer to Footnote 13, *Subsequent Events*.

Macroeconomic Factors

In recent years, macroeconomic challenges such as inflation, capital market disruptions and recession concerns have caused some advertisers to reduce or delay advertising expenditures. Recent geopolitical conflicts and developments in U.S. trade policy have created additional uncertainty, contributing to further spending delays by advertisers. These delays and declines have had a direct impact on demand for our products, particularly those that are tied to advertising spend. We expect that softness in the advertising market will continue to affect our business in 2026. Although we cannot quantify the impact of macroeconomic factors on our future results, any worsening of ad market conditions could negatively impact our financial position and liquidity.

Preferred Stock

On March 10, 2021, we issued 82,527,609 shares of Series B Preferred Stock in exchange for gross cash proceeds of $204.0 million. Net proceeds from the issuance totaled $187.9 million after deducting issuance costs. Shares of Series B Preferred Stock were convertible into Common Stock as described in Footnote 6, *Convertible Redeemable Preferred Stock and Stockholders' Equity (Deficit)*.

The holders of Series B Preferred Stock were entitled to participate in all dividends declared on the Common Stock on an as-converted basis and were also entitled to a cumulative dividend at the rate of 7.5% per annum, payable annually in arrears and subject to increase under certain specified circumstances (including in connection with the dividend waivers described below). In addition, such holders were entitled to request, and we would have had to take all actions reasonably necessary to pay, a one-time special dividend on the Series B Preferred Stock equal to the highest dividend that our Board of Directors determined could be paid at the applicable time (or a lesser amount agreed by the holders).

At an annual meeting held on June 15, 2023, our stockholders approved proposals permitting the payment of annual dividends on the Series B Preferred Stock in the form of cash, shares of Common Stock, additional shares of Series B Preferred Stock, or a combination thereof, subject to conditions set forth in the Certificate of Designations governing the Series B Preferred Stock. On the same date, each holder of Series B Preferred Stock waived its right to receive on June 30, 2023 the annual dividends otherwise payable by us on that date. Upon receipt of the waivers, our Board elected to defer the June 2023 payment. Under the waivers and the Certificate of Designations of Series B Preferred Stock, the deferred dividends would accrue and accumulate at a rate of 9.5% per year from June 30, 2023 until declared and paid, with payment to occur on or before December 31, 2023.

On December 26, 2023, each holder of our Series B Preferred Stock waived its right to receive the deferred dividends on or before December 31, 2023. Under these waivers and the Certificate of Designations of Series B Preferred Stock, the deferred dividends would continue to accrue at a rate of 9.5% per year until declared and paid, with payment to occur on or before June 30, 2024.

On June 27, 2024, each holder of Series B Preferred Stock further waived its right to receive the deferred dividends on or before June 30, 2024. In addition, each holder waived its right to receive on June 30, 2024 the annual dividends otherwise payable on that date for the dividend period ending June 29, 2024. Under these waivers and the Certificate of Designations of Series B Preferred Stock, the deferred dividends for both periods (2023 and 2024) would continue to accrue and accumulate at a rate of 9.5% per year until declared and paid, with payment to occur on or before July 31, 2024.

On July 24, 2024, we issued 13,257,294 additional shares of Series B Preferred Stock to the Investors in exchange for cancellation of our obligation to pay the deferred dividends described above, which totaled $32.8 million on the issuance date. On the date of issuance, the additional shares of Series B Preferred Stock were convertible into 662,862 shares of our Common Stock, representing an effective conversion price of $49.438 per share for the canceled dividend obligation. The additional shares of Series B Preferred Stock had the same terms and conditions as the Series B Preferred Stock previously issued, including that holders were entitled to cumulative dividends at a rate of 7.5% per annum, payable annually in arrears and subject to increase under certain circumstances.

In connection with the issuance, we also entered into an amendment to the prior stockholders agreement with the holders of Series B Preferred Stock. Among other things, the amendment reduced the $100.0 million special dividend threshold set forth in the prior stockholders agreement by an amount equal to the liquidation preference of the additional Series B Preferred Stock ($32.8 million). After further reducing the threshold by annual dividends paid in prior years, the special dividend threshold was $47.0 million.

On June 24, 2025, each holder of our Series B Preferred Stock waived its right to receive on June 30, 2025 the annual dividends otherwise payable by us on that date. Under the waivers and the Certificate of Designations of Series B Preferred Stock, the deferred dividends accrued and accumulated at a rate of 9.5% per year from June 30, 2025 until they were extinguished as part of the Recapitalization (as defined below).

On December 29, 2025, Charter, Liberty, and Pine (together the "Investors") each exchanged 31,928,301 shares of Series B Preferred Stock for (i) 4,223,621 shares of Series C Preferred Stock and (ii) 3,286,825 shares of Common Stock (the "Recapitalization"). Holders of Series C Preferred Stock are entitled to convert the Series C Preferred Stock into shares of Common Stock and to vote as a single class with the holders of Common Stock as set forth in the Certificate of Designations of Series C Preferred Stock. Additionally, as part of the Recapitalization, we agreed to a fixed cash payment of $2.0 million to each of the Investors on June 30, 2028, regardless of whether the Investors continue to own any of our securities on the payment date. The Recapitalization resulted in the retirement of all shares of Series B Preferred Stock and the elimination of related annual and special dividend rights. For further information, refer to Footnote 6, *Convertible Redeemable Preferred Stock and Stockholders' Equity (Deficit)*.

As of June 30, 2026, no shares of Series C Preferred Stock had been converted into Common Stock.

Secured Credit Agreement

On December 31, 2024, we entered into a senior secured financing agreement (the "Credit Agreement") with Blue Torch Finance LLC. The Credit Agreement had a term of four years and was scheduled to mature in December 2028. The Credit Agreement provided a borrowing capacity of $60.0 million consisting of a $45.0 million term loan (the "Term Loan") and a $15.0 million revolving credit facility (the "Revolving Facility").

Amounts outstanding under the Credit Agreement were required to be prepaid from time to time with the net cash proceeds of certain debt incurrences, equity issuances, asset sales and other dispositions, insurance and condemnation proceeds, tax refunds and other extraordinary receipts. Additionally, we were required to prepay the loans annually with Excess Cash Flow (as defined in the Credit Agreement) at specified percentages, or we could voluntarily prepay a portion of the loans in order to maintain compliance with our financial covenants, as we did in the first quarter of 2026. Certain payments were subject to prepayment premiums.

The Credit Agreement contained financial covenants that required us to maintain a maximum Senior Leverage Ratio and minimum Liquidity (each term as defined in the Credit Agreement) during the term of the facility. Additionally, the Credit Agreement contained restrictive covenants that limited our ability to, among other things, incur additional indebtedness and liens, make investments and loans, enter into mergers and acquisitions, make or declare dividends and other payments, enter into certain contracts, sell assets and engage in transactions with affiliates. On March 30, 2026, we and Blue Torch Finance LLC executed a limited consent to the Credit Agreement, which waived testing of the Senior Leverage Ratio for the test period ending March 31, 2026, subject to certain conditions, including that our Senior Leverage Ratio for that test period did not exceed 3.25:1.00.

On March 30, 2026, we voluntarily prepaid $5.0 million of principal outstanding under our Term Loan. The prepayment was funded using cash on hand and was applied to the final maturity payment of the Term Loan. In connection with the prepayment, we recognized a $0.4 million loss on extinguishment of debt during the six months ended June 30, 2026. The loss represented the pro rata portion of the unamortized debt discount and debt issuance costs, along with the prepayment premium.

On May 27, 2026, we used a portion of the proceeds from the Movies Transaction to repay in full all outstanding obligations under the Credit Agreement. The repayment totaled $40.1 million, which included $39.0 million of outstanding principal, $0.7 million of accrued interest and $0.4 million of prepayment premium. The repayment resulted in the termination of the Credit Agreement and all related loan documents, including the lenders' commitments thereunder and all related guarantees, liens and security interests. In connection with the repayment, we recognized a $3.6 million loss on extinguishment of debt during the three and six months ended June 30, 2026.

For additional information on the Credit Agreement, refer to Footnote 7, *Debt*.

Operating Activities

Our primary source of cash provided by operating activities is revenues generated from sales of our products and services. Our primary uses of cash from operating activities include personnel costs and costs related to data and infrastructure used to develop and maintain our products and services.

Cash provided by operating activities is calculated by adjusting our net loss for changes in operating assets and liabilities, as well as by excluding non-cash items such as: depreciation, non-cash operating lease expense, amortization expense of finance leases and intangible assets, stock-based compensation, unrealized foreign currency (gain) loss, loss on divestiture of business, net, loss on extinguishment of debt and deferred tax (benefit) provision.

Net cash provided by operating activities for the six months ended June 30, 2026 was $8.0 million compared to $10.0 million for the six months ended June 30, 2025. The decrease in cash provided by operating activities was primarily due to an increase in non-cash adjusted net loss driven by declines in revenue and direct costs related to the Movies Transaction offset by the changes in operating assets and liabilities, with $11.3 million of cash provided by operating assets and liabilities for the six months ended June 30, 2026 as compared to $1.8 million provided for the six months ended June 30, 2025. The increase was primarily driven by increases in contract liabilities and customer advances, along with increases in accounts payable and accrued expenses in 2026 compared to the prior year.

Investing Activities

Cash provided by (used in) investing activities primarily consists of net proceeds from our divestiture of the Movies Business, payments related to capitalized internal-use software costs, purchases of computer and network equipment to support our technical infrastructure, and furniture and equipment. The extent of these investments will be affected by our ability to expand relationships with existing customers, grow our customer base and introduce new digital formats, as well as constraints on cash expenditures due to our financial position and the current economic environment.

Net cash provided by investing activities for the six months ended June 30, 2026 was $43.5 million compared to net cash used in investing activities of $11.4 million for the six months ended June 30, 2025. The increase in cash provided by investing activities was primarily due to the net proceeds received from the divestiture of the Movies Business of $55.7 million, net of cash transferred.

Financing Activities

Net cash used in financing activities during the six months ended June 30, 2026 was $49.5 million compared to $4.6 million during the six months ended June 30, 2025. The increase in cash used in financing activities was primarily related to the repayment of outstanding principal under the Credit Agreement (totaling $44.6 million) during the six months ended June 30, 2026.

Contractual Payment Obligations

We have certain long-term contractual arrangements that have fixed and determinable payment obligations including purchase obligations with MVPDs and connected TV data providers, operating and financing leases, and data storage and bandwidth arrangements.

We have data licensing agreements with a number of MVPDs and other providers for set-top box and connected TV data. These agreements have remaining terms of less than one year to five years. As of June 30, 2026, the total fixed payment obligations related to set-top box and connected TV data agreements are $83.6 million and $18.1 million, respectively. In addition, we expect to make variable payments related to a set-top box data agreement totaling an estimated $77.0 million over the next five years.

We have both operating and financing leases related to corporate office space and equipment. Our leases have remaining terms from less than one year to four years. As of June 30, 2026, the total fixed payment obligation related to these agreements is $13.7 million.

In 2025, we amended an agreement for cloud-based data storage and bandwidth services to help process and store our data, extending the term through 2028. The remaining term for this agreement is less than three years. As of June 30, 2026, the total fixed payment obligation related to this agreement is $46.9 million.

Future Capital Requirements

Our ability to generate cash is subject to our performance, general economic conditions, industry trends and other factors, including the timing of cash collections from our customers, data costs and other trade payables, service of our debt and lease facilities, and expenses from ongoing compliance efforts, legal matters, strategic transactions, and our recently announced realignment plan. To the extent that our existing cash, cash equivalents and operating cash flow, together with savings from the realignment plan and other cost-reduction initiatives undertaken by our management, are insufficient to fund our future activities and requirements, we may need to raise additional funds through public or private equity or debt financing. Our history of net losses, as well as disruption and volatility in global capital and credit markets, could impact our ability to access capital resources on terms acceptable to us or at all. If we issue additional equity securities in order to raise additional funds or for other purposes, further dilution to existing stockholders may occur.

Critical Accounting Estimates

Our discussion and analysis of our financial condition and results of operations are based on our Condensed Consolidated Financial Statements, which have been prepared in accordance with GAAP. The preparation of these financial statements requires us to make estimates, assumptions and judgments that affect the amounts reported in our Condensed Consolidated Financial Statements and the accompanying Notes to Condensed Consolidated Financial Statements. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances.

Refer to the critical accounting estimates disclosed in Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations," in our 2025 10-K for detailed information about the estimates and assumptions that we consider to be the most critical to an understanding of our financial condition and results of operations. These estimates and assumptions involve significant judgments and uncertainties, and actual results in these areas could differ from our estimates. Refer to Footnote 2, *Summary of Significant Accounting Policies*, for further information on our most significant accounting policies.

ITEM 3. *QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK*

Not applicable.

ITEM 4. *CONTROLS AND PROCEDURES*

Evaluation of Disclosure Controls and Procedures

We carried out an evaluation required by the Securities Exchange Act of 1934 (the "Exchange Act"), under the supervision and with the participation of our principal executive officer and our principal financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act, as of June 30, 2026. Based on this evaluation, our principal executive officer and principal financial officer concluded that as of June 30, 2026, these disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms and to provide reasonable assurance that such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure.

Changes in Internal Control over Financial Reporting

Under Exchange Act Rules 13a-15(d) and 15d-15(d), management is required to evaluate, with the participation of our principal executive officer and principal financial officer, any changes in internal control over financial reporting that occurred during each fiscal quarter that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting. There were no changes in our internal control over financial reporting during our most recent fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitation on the Effectiveness of Internal Controls

The effectiveness of any system of internal control over financial reporting is subject to inherent limitations, including the exercise of judgment in designing, implementing, operating, and evaluating the controls and procedures, and the inability to eliminate misconduct completely. Accordingly, any system of internal control over financial reporting can only provide reasonable, not absolute, assurance that its objectives will be met. In addition, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. We intend to continue to monitor and upgrade our internal controls as necessary or appropriate for our business, but we cannot assure that such improvements will be sufficient to provide us with effective internal control over financial reporting in future periods.

PART II. OTHER INFORMATION

ITEM 1. *LEGAL PROCEEDINGS*

Refer to Footnote 11, *Commitments and Contingencies* of the Notes to Condensed Consolidated Financial Statements included in Part I, Item 1 of this 10-Q, which is incorporated herein by reference.

ITEM 1A. *RISK FACTORS*

An investment in our Common Stock involves a substantial risk of loss. In addition to the information in this report, you should carefully consider the risks discussed in Item 1A, "Risk Factors" of our 2025 10-K before you decide whether to invest in our stock. The risks identified below and in our 2025 10-K could materially and adversely affect our business, financial condition and operating results. In that case, the trading price of our Common Stock could decline, and you could lose part or all of your investment. The risks described below and in our 2025 10-K are not the only risks we face. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially and adversely affect our business, financial condition and operating results, and may result in the loss of part or all of your investment.

Our organizational realignment plan and other cost-reduction initiatives may not achieve their intended benefits and could adversely affect our business, financial condition, results of operations and liquidity.

On August 11, 2026, we communicated a workforce reduction as part of a broader plan to realign our business, optimize our operations, and invest in long-term growth opportunities. In addition to employee terminations, the plan is expected to include reductions in other corporate costs, expanded use of offshore support, reallocation of commercial and product development resources, contract modifications, and targeted investments in future growth areas. We may also determine to exit activities in certain geographic regions in order to more effectively align resources with business priorities. In connection with the realignment plan, we will incur certain exit-related costs. These costs are currently estimated to range between $7 million and $9 million. We expect implementation of the plan, including cash payments, to be substantially complete in the third quarter of 2027.

Successful implementation of the realignment plan is subject to numerous risks and uncertainties. The actions contemplated by the plan may cause significant disruption to our operations and business activities and may adversely affect our relationships with customers, vendors, business partners and employees. The workforce reduction, expanded use of offshore support, and changes in organizational responsibilities may result in the loss of institutional knowledge; delays in product development, sales execution or customer service activities; challenges in executing our business strategy; and difficulty attracting, retaining and motivating qualified personnel. Implementation of the plan may also expose us to increased legal, regulatory and contractual risks. Employee terminations and changes to our operations, workforce structure and commercial relationships may give rise to employment-related claims, contract disputes, indemnification claims, regulatory inquiries or other legal proceedings. Any such matters could result in additional costs, liabilities, management distraction, reputational harm or operational disruption.

In addition, there can be no assurance that we will realize the anticipated benefits, cost savings or operating efficiencies expected from the realignment plan, or that these benefits will be realized within the expected timeframe. The actual costs of implementing the plan may be higher than currently estimated, and the actual savings and other benefits may be lower than anticipated. Our estimates regarding implementation costs, future savings and the timing thereof are based on assumptions that may prove to be inaccurate, and changes in those assumptions could result in materially different outcomes. We may also encounter impediments, delays or other unforeseen challenges in implementing the plan, including difficulties associated with third-party contractual arrangements, regulatory requirements, labor-related matters, technology transitions and business continuity concerns.

The realignment plan is one component of a broader set of initiatives intended to reduce costs and improve operational efficiency. If the plan and these other initiatives do not generate the expected benefits, or if our business performance deteriorates, we may face substantial liquidity challenges. In such circumstances, we could be required to pursue additional financing, restructure existing obligations, undertake additional cost-reduction measures, dispose of assets, seek strategic alternatives or take other actions, any of which may not be available to us on acceptable terms or at all. If we are unable to improve our liquidity position or obtain additional capital when needed, we could experience significant financial distress and, in an extreme circumstance, become insolvent or seek protection under applicable bankruptcy or insolvency laws.

The realignment plan may also result in other unintended consequences that we do not currently anticipate, including adverse effects on our competitive position, growth initiatives, internal controls, compliance activities and overall business strategy. Any of these risks, individually or in the aggregate, could have a material adverse effect on our business, financial condition, results of operations, cash flows and ability to continue executing our strategic objectives.

Our outstanding securities, the stock or securities that we may issue under existing or future agreements, and certain provisions of those securities, may cause immediate and substantial dilution to our existing stockholders.

Our existing stockholders have experienced and may continue to experience substantial dilution as a result of our obligations to issue shares of Common Stock. As of June 30, 2026, our Series C Preferred Stock was convertible into an aggregate of 12,670,863 shares of Common Stock at the election of the holders.

As of June 30, 2026, 538,574 shares of Common Stock were reserved for issuance pursuant to outstanding stock options under our equity incentive plans (including stock option awards we assumed in the Shareablee acquisition), 1,018,660 shares of Common Stock were reserved for issuance pursuant to outstanding restricted stock unit and deferred stock unit awards under our equity incentive plans and arrangements (including Shareablee plan awards and an employment inducement award we granted in 2021), and 3,246,363 shares of Common Stock were available for future equity awards under our 2018 Equity and Incentive Compensation Plan.

The issuance of shares of Common Stock (i) upon the conversion of our Series C Preferred Stock, (ii) pursuant to outstanding and future equity awards, or (iii) upon the conversion of other convertible securities we may issue in the future, may result in substantial dilution to each of our stockholders by reducing that stockholder's percentage ownership of our outstanding Common Stock.

ITEM 2. *UNREGISTERED SALES OF EQUITY SECURITIES, USE OF PROCEEDS, AND ISSUER PURCHASES OF EQUITY SECURITIES*

(a) ***Unregistered Sales of Equity Securities during the Three Months Ended June 30, 2026***

None.

(b) ***Use of Proceeds from Sale of Registered Equity Securities***

None.

(c) ***Purchases of Equity Securities by the Issuer and Affiliated Purchasers***

None.

ITEM 3. *DEFAULTS UPON SENIOR SECURITIES*

Not applicable.

ITEM 4. *MINE SAFETY DISCLOSURES*

Not applicable.

ITEM 5. *OTHER INFORMATION*

During the quarter ended June 30, 2026, no director or officer (as defined in Rule 16a-1(f) under the Exchange Act) of the Company adopted or terminated any Rule 10b5-1 trading arrangements or non-Rule 10b5-1 trading arrangements (in each case, as defined in Item 408(a) of Regulation S-K).

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ITEM 6. *EXHIBITS*

Exhibit No.	Exhibit Document
2.1^	Equity Purchase Agreement, dated as of May 27, 2026, by and between comScore, Inc. and Flix Buyer Inc. (incorporated by reference to Exhibit 2.1 to the Registrant's Current Report on Form 8-K, filed June 2, 2026) (File No. 001-33520)
3.1	Amended and Restated Certificate of Incorporation of the Registrant (incorporated by reference to Exhibit 3.3 to the Registrant's Registration Statement on Form S-1, as amended, filed June 12, 2007) (File No. 333-141740)
3.2	Certificate of Amendment of Amended and Restated Certificate of Incorporation of comScore, Inc. (incorporated by reference to Exhibit 4.2 to the Registrant's Registration Statement on Form S-8, filed June 4, 2018) (File No. 333-225400)
3.3	Certificate of Designation of Series A Junior Participating Preferred Stock of comScore, Inc., as filed with the Secretary of State of the State of Delaware on February 9, 2017 (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed February 9, 2017) (File No. 001-33520)
3.4	Certificate of Elimination of Designation of Series A Junior Participating Preferred Stock of comScore, Inc., as filed with the Secretary of State of the State of Delaware on September 29, 2017 (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed October 4, 2017) (File No. 001-33520)
3.5	Certificate of Amendment to Amended and Restated Certificate of Incorporation of comScore, Inc., dated March 10, 2021 (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed March 15, 2021) (File No. 001-33520)
3.6	Certificate of Designations of Series B Convertible Preferred Stock, par value $0.001, of comScore, Inc. (incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K, filed March 15, 2021) (File No. 001-33520)
3.7	Certificate of Amendment of Amended and Restated Certificate of Incorporation of comScore, Inc. (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed June 22, 2023) (File No. 001-33520)
3.8	Certificate of Amendment to the Certificate of Designations of Series B Convertible Preferred Stock, par value $0.001, of comScore, Inc. (incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K, filed June 22, 2023) (File No. 001-33520)
3.9	Certificate of Amendment of Amended and Restated Certificate of Incorporation of comScore, Inc. (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed December 27, 2023) (File No. 001-33520)
3.10	Certificate of Amendment to the Certificate of Designations of Series B Convertible Preferred Stock, par value $0.001, of comScore, Inc. (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed June 18, 2024) (File No. 001-33520)
3.11	Certificate of Amendment of Amended and Restated Certificate of Incorporation of comScore, Inc. (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed June 24, 2025) (File No. 001-33520)
3.12	Certificate of Amendment to the Certificate of Designations of Series B Convertible Preferred Stock, par value $0.001, of comScore, Inc. (incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K, filed June 24, 2025) (File No. 001-33520)
3.13	Certificate of Elimination of Designation of Series B Convertible Preferred Stock of comScore, Inc., dated December 29, 2025 (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed December 31, 2025) (File No. 001-33520)
3.14	Certificate of Amendment of Amended and Restated Certificate of Incorporation of comScore, Inc., dated December 29, 2025 (incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K, filed December 31, 2025) (File No. 001-33520)
3.15	Certificate of Designations of Series C Convertible Preferred Stock, par value $0.001, of comScore, Inc., dated December 29, 2025 (incorporated by reference to Exhibit 3.3 to the Registrant's Current Report on Form 8-K, filed December 31, 2025) (File No. 001-33520)
3.16	Amended and Restated Bylaws of comScore, Inc. (incorporated by reference to Exhibit 3.2 to the Registrant's Quarterly Report on Form 10-Q for the period ended June 30, 2018, filed August 10, 2018) (File No. 001-33520)
10.1+*	Sixth Amendment to the comScore, Inc. Amended and Restated 2018 Equity and Incentive Compensation Plan
10.2+*	Form of comScore, Inc. Cash Incentive Plan Participation Agreement for Employees
10.3*	Separation and General Release Agreement, dated as of May 28, 2026, by and between comScore, Inc. and Jon Carpenter (incorporated by reference to Exhibit 10.4 to the Registrant's Current Report on Form 8-K, filed June 3, 2026) (File No. 001-33520)

10.4*	Letter Agreement, dated as of May 28, 2026, by and between comScore, Inc. and Matthew McLaughlin (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K, filed June 3, 2026) (File No. 001-33520)
10.5*	Severance Agreement, dated as of May 28, 2026, by and between comScore, Inc. and Matthew McLaughlin (incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K, filed June 3, 2026) (File No. 001-33520)
10.6*	Change of Control Agreement, dated as of May 28, 2026, by and between comScore, Inc. and Matthew McLaughlin (incorporated by reference to Exhibit 10.3 to the Registrant's Current Report on Form 8-K, filed June 3, 2026) (File No. 001-33520)
10.7+*	Form of Stock Option Grant Notice and Stock Option Agreement, dated June 12, 2026, by and between comScore, Inc. and Matthew McLaughlin
10.8+*	Form of Restricted Stock Units Award Agreement, dated June 16, 2026, by and between comScore, Inc. and Matthew McLaughlin
10.9+*	Form of Performance Restricted Stock Units Award Agreement, dated June 16, 2026, by and between comScore, Inc. and Matthew McLaughlin
10.10+	Amendment No. 8 to Deed of Lease, dated as of May 8, 2026, by and between South of Market LLC and comScore, Inc.
31.1+	Certification of Principal Executive Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2+	Certification of Principal Financial Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1+	Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2+	Certification of Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document.
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Data File - the cover page iXBRL tags are embedded within the Inline XBRL document

^ Specific terms in this exhibit have been omitted because such terms are both not material and of the type that the Registrant treats as private and confidential. The Registrant undertakes to furnish copies of any omitted terms to the SEC or its staff upon request.

* Management contract or compensatory plan or arrangement

+ Filed or furnished herewith

SIGNATURE

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 thereunto duly authorized.

comScore, Inc.

By: /s/ Mary Margaret Curry
Mary Margaret Curry
Chief Financial Officer and Treasurer
(Principal Financial Officer, Principal Accounting Officer and Duly Authorized Officer)

August 14, 2026

COMSCORE

Sixth Amendment to the
comScore, Inc.
Amended and Restated
2018 Equity and Incentive Compensation Plan

THIS SIXTH AMENDMENT (the "**Sixth Amendment**") to the comScore, Inc. Amended and Restated 2018 Equity and Incentive Compensation Plan (as amended, modified or supplemented from time to time, the "**Plan**") was adopted by comScore, Inc.'s (the "**Company's**") board of directors (the "**Board**") on April 27, 2026, to be effective June 16, 2026 (the "**Sixth Amendment Effective Date**").

W I T N E S S E T H:

WHEREAS, the Company previously adopted the Plan, under which the Company is authorized to grant equity-based incentive awards to certain employees and service providers of the Company;

WHEREAS, the Company's Board has determined that it is desirable to amend the Plan, effective as of the Sixth Amendment Effective Date and subject to approval by the stockholders of the Company, to increase the maximum number of shares for which Awards may be granted under the Plan; and

WHEREAS, Section 18 of the Plan provides that the Board may amend the Plan from time to time, subject to approval by the stockholders of the Company as required by applicable law.

NOW, THEREFORE, the Plan shall be amended as of the Sixth Amendment Effective Date, subject to approval by the Company's stockholders, as set forth below:

1. Section 3(a)(i) of the Plan shall be deleted in its entirety and replaced with the following:

Subject to adjustment as provided in **Section 11** of this Plan and the share counting rules set forth in **Section 3(b)** of this Plan, the number of shares of Common Stock available under this Plan for awards of (A) Option Rights or Appreciation Rights, (B) Restricted Stock, (C) Restricted Stock Units, (D) Performance Shares or Performance Units, (E) awards contemplated by **Section 9** of this Plan, (F) dividend equivalents paid with respect to awards made under this Plan, or (G) awards corresponding to those described in the preceding clauses (A) through (F) that were made under the Prior Plan will not exceed in the aggregate the sum of (x) 37,850,000 shares of Common Stock; provided, however, that the remaining shares available for issuance as of December 19, 2023 (including any shares covered by unsettled awards outstanding as of such date) shall be adjusted by dividing such remaining shares by 20 to give effect to the Company's reverse stock split of Common Stock, effective as of December 20, 2023, plus (y) 5,900,000 shares of Common Stock. Such shares may be shares of original issuance or treasury shares or a combination of the foregoing.

NOW, THEREFORE, be it further provided that, except as set forth above, the Plan shall continue to read in its current state.

IN WITNESS WHEREOF, the Company has caused the execution of this Sixth Amendment by its duly authorized officer, effective as of the Sixth Amendment Effective Date and subject to approval of the Company's stockholders.

COMSCORE, INC.

By: */s/ Ashley Wright*
Name: Ashley Wright
Title: Secretary
Date: April 27, 2026

COMSCORE, INC.
CASH INCENTIVE PLAN
PARTICIPATION AGREEMENT

This Participation Agreement (this "***Agreement***") is entered and effective as of May 15, 2026 (the "***Grant Date***"), by and between comScore, Inc., a Delaware corporation (the "***Company***"), and [____________] ("***Participant***").

To carry out the purposes of the comScore, Inc. Cash Incentive Plan (the "**Plan**"), by granting an Award to Participant pursuant to the Plan, the Company and Participant hereby agree as follows:

1. **Definitions**. Capitalized terms used in this Agreement but not defined herein are defined in the Plan and are used herein with the meanings ascribed to them in the Plan. For purposes of this Agreement, the following definitions apply:

(a) "***Cause***" means: (i) Participant's indictment, plea of nolo contendere or conviction, of any felony or of any crime involving dishonesty by Participant; (ii) a material breach by Participant of Participant's duties or of a Company policy that is not cured by Participant within thirty (30) days following written notice of same to Participant by the Company, to the extent such breach is curable; or (iii) or a commission of any act of dishonesty, embezzlement, theft, fraud or misconduct (including harassment) by Participant with respect to the Company, any of which in the good faith and reasonable determination of the Board or the Compensation Committee of the Board is materially detrimental to the Company, its business or its reputation.

(b) "***Good Reason***" means: Participant's termination of employment within ninety (90) days following the expiration of any cure period (discussed below) following the occurrence of one or more of the following, without Participant's consent:

(i) a material diminution in Participant's base compensation (unless such reduction is done as part of a reduction program effective for all of the Company's similarly situated employees); or

(ii) the relocation of Participant's primary workplace to a location more than fifty (50) miles away from Participant's workplace in effect immediately prior to such relocation.

In addition, in order for a voluntary termination to be considered a termination for "Good Reason" under this Agreement, Participant must provide written notice to the Company of the existence of one or more of the above conditions within ninety (90) days of its initial existence and the Company must be provided thirty (30) days from the notice to remedy the condition. Notwithstanding the foregoing, a termination will not be considered a termination for "Good Reason" if (x) Participant's conduct is such that Participant's compensation is subject to clawback provisions under any policy or agreement of the Company, or pursuant to applicable law, statute, rule or regulation of any branch of the federal government, or (y) the event described in (i) above is caused by the intentional or reckless conduct of Participant.

2. **Grant of Award**. The Company hereby grants to Participant, effective as of the Grant Date, an Award on the terms and conditions set forth in this Agreement and in the Plan, which Plan is incorporated herein by reference as a part of this Agreement. The Award represents a cash payment in an amount equal to $[______], payable and recoverable in accordance with Sections 3 and 4. In the event of any conflict between the terms of this Agreement and the Plan, the Plan shall control.

3. **Payment; Vesting**. The Award will be paid in cash on the Grant Date, subject to Participant's continuous service with the Company through the first anniversary of the Grant Date (the

“***Vesting Date***”). Except as provided in Section 4, so long as Participant remains continuously employed by the Company from the Grant Date through the Vesting Date, the Award will become fully vested and nonforfeitable as of the Vesting Date.

4. **Change in Control; Termination of Employment**.

(a) Upon a Change in Control, so long as Participant remains continuously employed by the Company from the Grant Date through the date of the Change in Control (the “***CIC Date***”), the Award shall become fully vested and nonforfeitable on the CIC Date.

(b) If Participant’s employment with the Company is terminated by the Company without Cause or by Participant for Good Reason prior to the Vesting Date, and subject to Participant’s timely execution and non-revocation of a release of claims in a form and within the time period prescribed by the Company, the Award shall become fully vested and nonforfeitable upon the effective date of such release but no later than sixty (60) days following Participant’s termination date.

(c) If Participant’s employment with the Company terminates prior to the Vesting Date for any reason other than as provided in Section 4(b), Participant shall promptly reimburse the Company for the full amount of the Award, less the amount of taxes withheld by the Company with respect to the Award. To the extent permitted by applicable law, any amounts due to be reimbursed by Participant under this Agreement may be deducted from amounts owed to Participant upon termination.

5. **Modifications and Termination**. The Administrator may modify, amend or terminate this Agreement as provided in the Plan; provided that such modification, amendment or termination shall not materially and adversely affect the rights of Participant under this Agreement, as reasonably determined by the Administrator, without Participant’s consent.

6. **Entire Agreement**. The Plan and this Agreement constitute the entire agreement of the parties with regard to the subject matter hereof. By execution below, Participant acknowledges that Participant has received a copy of, read and understands the Plan and this Agreement. Any statements, representations or promises (oral or written) made by the Company, any of its affiliates or any of the foregoing entities’ agents, directors, employees or other persons prior to, or contemporaneously with, the execution of this Agreement and concerning the Plan or this Agreement are of no force or effect whatsoever in determining the obligations of the Company under the Plan or this Agreement.

7. **Governing Law**. This Agreement shall be construed, enforced, and administered according to the laws of the State of Delaware, without giving effect to any conflict of law provisions thereof, except to the extent Delaware law is preempted by federal law.

8. **No Right To An Award**. Nothing in this Agreement or the Plan or any action of the Board or the Administrator shall be deemed to give Participant any right to be granted any Award in the future or any other rights hereunder except as may be evidenced by the express terms and conditions of this Agreement.

9. **Tax Matters**. All payments made by the Company to Participant with respect to this Award shall be reduced by the amounts required to be withheld by the Company under any applicable tax laws. This Agreement is intended to comply with, or be exempt from, Section 409A of the Code and the Treasury Regulations issued thereunder and shall be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Section 409A of the Code. The Company and Participant agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate, or desirable to avoid

imposition of any additional tax or income recognition before actual payment to Participant under Section 409A.

10. **Limitation on Payments**. In the event that the Award provided for in this Agreement or otherwise payable to Participant (i) constitutes a "parachute payment" within the meaning of Section 280G of the Code, and (ii) but for this Section 10, would be subject to the excise tax imposed by Section 4999 of the Code, then Participant's payments provided for in this Agreement will be either: (a) delivered in full or (b) delivered as to such lesser extent which would result in no portion of such payments being subject to excise tax under Section 4999 of the Code, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999 of the Code, results in the receipt by Participant on an after-tax basis, of the greatest amount, notwithstanding that all or some portion of such amounts may be taxable under Section 4999 of the Code. Unless the Company and Participant otherwise agree in writing, any determination required under this Section 10 will be made in writing by the Company's independent public accountants immediately prior to a Change in Control or such other person or entity to which the parties mutually agree (the "***Accountants***"), whose determination will be conclusive and binding upon Participant and the Company. For purposes of making the calculations required by this Section 10, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Participant will furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section 10. The Company will bear all costs the Accountants may incur in connection with any calculations contemplated by this Section 10.

11. **Compensation Recovery**. Notwithstanding anything in this Agreement to the contrary, Participant acknowledges and agrees that this Agreement and any compensation described herein are subject to the terms and conditions of the Company's clawback policy as may be in effect from time to time, including to implement Section 10D of the Securities Exchange Act of 1934, as amended, and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the common stock of the Company may be traded).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective for all purposes as of the Grant Date.

COMSCORE, INC.

By:

Name:
Title:

PARTICIPANT

Name:

COMSCORE, INC.

Stock Option Grant Notice

Pursuant to the terms and conditions of the comScore, Inc. 2018 Equity and Incentive Compensation Plan, as may be amended from time to time (the "***Plan***"), comScore, Inc., a Delaware corporation (the "***Company***"), hereby grants to the individual listed below ("***you***" or the "***Grantee***") the right and option to purchase all or any part of the number of shares of Common Stock set forth below ("***Option***") on the terms and conditions set forth herein (this "***Grant Notice***") and in the Stock Option Agreement attached hereto as Exhibit A (the "***Agreement***") and the Plan, each of which is incorporated herein by reference. Capitalized terms used but not defined herein shall have the meanings set forth in the Plan.

Type of Option:	Non-Qualified Stock Option
Grantee:	Matthew McLaughlin
Date of Grant:	June 12, 2026
Total Number of Shares Subject to this Option:	449,727 shares
Exercise Price:	$7.60 per share
Expiration Date:	June 12, 2036
Vesting Schedule:	Subject to the Agreement, the Plan and the other terms and conditions set forth herein, this Option shall vest and become exercisable in accordance with the following schedule, so long as you remain in continuous employment with the Company or a Subsidiary from the Date of Grant through each such vesting date:

Vesting Date	Number of Shares Subject to the Option That Become Vested
May 28, 2027	149,909
May 28, 2028	149,909
May 28, 2029	149,909

Notwithstanding the foregoing, provided that any of the shares subject to this Option have not yet become vested pursuant to the above schedule, this Option shall:

1. Immediately become fully vested if (a) upon and in connection with a Change in Control, the Option is not assumed, continued, or substituted by the surviving entity on substantially equivalent terms, but rather is cancelled or terminated or (b) within one year following a Change in Control, your employment is terminated (i) by the surviving

entity without Cause (as defined in your Change of Control and Severance Agree with the Company (the "***Severance Agreement***")) or (ii) by you for Good Reason (as defined in the Seve Agreement);

2. Vest on a prorated basis based on the number of days employed during the appl vesting period in which the termination date occurs if your employment is term outside of the one-year period following a Change in Control either by the Con without Cause or by you for Good Reason; and
3. In all cases, (a) any such termination date shall be treated as a vesting date for pu of this Agreement and (b) subject to your timely entry into (and non-revocation i time provided by the Company to do so of) a release of claims in a form acceptable Company.

By your signature below, you agree to be bound by the terms and conditions of the Plan, the Agreement and this Grant Notice. You acknowledge that you have reviewed the Agreement, the Plan and this Grant Notice in their entirety and fully understand all provisions of the Agreement, the Plan and this Grant Notice. You hereby agree to accept as binding, conclusive and final all decisions or interpretations of the Committee regarding any questions or determinations that arise under the Agreement, the Plan or this Grant Notice. This Grant Notice may be executed in one or more counterparts (including electronic and facsimile counterparts), each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

IN ORDER TO RECEIVE THE BENEFITS OF THE AGREEMENT AND THIS GRANT NOTICE, AND FOR THE AWARD TO BE EFFECTIVE, GRANTEE MUST ACCEPT THE AWARD IN THE COMPANY'S ONLINE EQUITY ADMINISTRATION SYSTEM. IF GRANTEE FAILS TO SATISFY THE ACCEPTANCE REQUIREMENT WITHIN 90 DAYS AFTER THE DATE OF GRANT, THEN (1) THE AGREEMENT AND THIS GRANT NOTICE WILL BE OF NO FORCE OR EFFECT AND THE OPTION GRANTED HEREIN WILL BE AUTOMATICALLY FORFEITED TO THE COMPANY WITHOUT CONSIDERATION, AND (2) NEITHER GRANTEE NOR THE COMPANY WILL HAVE ANY FUTURE RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Company has caused this Grant Notice to be executed by an officer thereunto duly authorized, and the Grantee has executed this Grant Notice, effective for all purposes as provided above.

COMSCORE, INC.

By:__________
Name: Sara Dunn
Title: Chief People Officer

GRANTEE

____
Name: Matthew McLaughlin

SIGNATURE PAGE TO
STOCK OPTION GRANT NOTICE

<u>EXHIBIT A</u>

<u>Stock Option Agreement</u>

This Stock Option Agreement (together with the Grant Notice to which this Agreement is attached, this "***Agreement***") is made as of the Date of Grant set forth in the Grant Notice to which this Agreement is attached by and between comScore, Inc., a Delaware corporation (the "***Company***"), and Matthew McLaughlin (the "***Grantee***"). Capitalized terms used but not specifically defined herein shall have the meanings specified in the Plan or the Grant Notice.

1. **<u>Award.</u>** Effective as of the Date of Grant set forth in the Grant Notice (the "***Date of Grant***"), the Company hereby irrevocably grants to the Grantee the right and option ("***Option***") to purchase all or any part of an aggregate of the number of shares of Common Stock set forth in the Grant Notice on the terms and conditions set forth herein and in the Plan, which Plan is incorporated herein by reference as a part of this Agreement. In the event of any conflict between the terms of this Agreement and the Plan, the Plan shall control. This Option constitutes an Option Right under the Plan and shall be treated as an option that is not intended to be an Incentive Stock Option.

2. **<u>Exercise Price.</u>** The exercise price of each share of Common Stock subject to this Option shall be the exercise price set forth in the Grant Notice (the "***Exercise Price***"), which has been determined to be not less than the Market Value per Share on the Date of Grant. For all purposes of this Agreement, the Market Value per Share shall be determined in accordance with the provisions of the Plan.

3. **<u>Exercise of Option.</u>**

(a) Subject to the earlier expiration of this Option as provided herein, this Option may be exercised, by (i) providing written notice to the Company in the form prescribed by the Committee from time to time at any time and from time to time after the Date of Grant, which notice shall be delivered to the Company in the form, and in the manner, designated by the Committee from time to time, and (ii) paying the Exercise Price in full in a manner permitted by **<u>Section 3(d)</u>**; provided, however, that this Option shall not be exercisable for more than the percentage of the aggregate number of shares of Common Stock subject to this Option with respect to which this Option has become vested and exercisable pursuant to the vesting schedule set forth in the Grant Notice or as provided in this **<u>Section 3</u>**.

(b) This Option may be exercised only while the Grantee remains an employee or other service provider of the Company or a Subsidiary and will terminate and cease to be exercisable upon a termination of the Grantee's continuous service with the Company or a Subsidiary, except that:

(i) <u>Termination Due to Death or Disability</u>. Upon a termination of the Grantee's service with the Company or a Subsidiary due to the Grantee's death or Disability (as defined in the Severance Agreement), then the portion of this Option that is vested may be exercised by the Grantee (or the Grantee's estate or the person who acquires this Option by will or the laws of descent and distribution or otherwise by reason of the death of the Grantee) at any time during the period ending on the earlier to occur of (A) the date that is one year following the date of such termination or (B) the Expiration Date set forth in the Grant Notice (the "***Expiration Date***").

(ii) Termination Without Cause or Resignation. Upon a termination of the Grantee's service with the Company or a Subsidiary (A) by the Company or a Subsidiary without Cause (as defined in the Severance Agreement) or (B) by the Grantee, then the portion of this Option that is vested may be exercised by the Grantee (or the Grantee's estate or the person who acquires this Option by will or the laws of descent and distribution or otherwise by reason of the death of the Grantee) at any time during the period ending on the earlier to occur of (x) the date that is 90 days following the date of such termination or (y) the Expiration Date.

(iii) Termination for Cause. Upon a termination of the Grantee's service with the Company or a Subsidiary by the Company or a Subsidiary for Cause, then this Option shall immediately terminate and cease to be exercisable as of the date of such termination.

(iv) Extension of Exercisability. If the exercise of this Option within the applicable time periods set forth above is prevented by the provisions of **Section 8**, this Option will remain exercisable until 30 days after the date the Grantee is notified by the Company that this Option is exercisable, but in any event no later than the Expiration Date. If a sale of shares acquired upon the exercise of this Option would subject the Grantee to suit under Section 16(b) of the Exchange Act, then this Option will remain exercisable until the earliest to occur of (A) the 30th day following the date on which a sale of such shares by the Grantee would no longer be subject to such suit or (B) the Expiration Date set forth in the Grant Notice. The Company makes no representation as to the tax consequences of any such delayed exercise. The Grantee should consult with the Grantee's own tax advisor as to the tax consequences of any such delayed exercise.

(c) This Option shall not be exercisable in any event after the Expiration Date set forth in the Grant Notice.

(d) The Exercise Price for the shares of Common Stock as to which this Option is exercised shall be paid in full at the time of exercise (i) in cash (including check, bank draft or money order payable to the order of the Company or wire transfer of immediately available funds), (ii) if permitted by the Committee in its sole discretion, by delivering or constructively tendering to the Company shares of Common Stock having a Market Value per Share equal to the Exercise Price (provided such shares used for this purpose must have been held by the Grantee for such minimum period of time as may be established from time to time by the Committee to avoid adverse accounting consequences), (iii) if permitted by the Committee in its sole discretion, through a "cashless exercise" in accordance with a Company-established policy or program for the same, (iv) if permitted by the Committee in its sole discretion, by "net issuance exercise" pursuant to which the Company reduces the number of shares of Common Stock otherwise deliverable upon exercise of this Option by a number of shares with an aggregate Market Value per Share equal to the aggregate Exercise Price at the time of exercise or (v) by any combination of the foregoing. No fraction of a share of Common Stock shall be issued by the Company upon exercise of an Option or accepted by the Company in payment of the Exercise Price thereof; rather, the Grantee shall provide a cash payment for such amount as is necessary to effect the issuance and acceptance of only whole shares of Common Stock.

4. **Service Relationship.** For purposes of this Agreement, "continuous service" (or substantially similar terms) means the absence of any interruption or termination of the Grantee's service as an Employee, Director or consultant to the Company or a Subsidiary. Continuous service shall not be considered interrupted or terminated in the case of transfers between locations of the Company and its Subsidiaries. Further, continuous service shall not be considered interrupted or terminated in the case of the Grantee's cessation of service as an Employee, Director or consultant to the Company or a Subsidiary (each, a "***Participant Class***") so long as the Grantee continues serving in another Participant Class. Without limiting the scope of the preceding sentence, it is expressly provided that the Grantee shall be considered to have terminated service with the Company (a) when the Grantee ceases to be in the service of any of the Company, a Subsidiary, or a corporation or other entity (or a parent or subsidiary of such corporation or other entity) assuming or substituting a new option for this Option or (b) at the time of the termination of the "Subsidiary" status under the Plan of the corporation or other entity that engages the Grantee.

5. **Rights as a Stockholder.**

(a) The Grantee shall have no rights of ownership in the Common Stock underlying this Option (including no rights to receive dividends) and no right to vote the Common Stock underlying this Option until the date on which the Common Stock underlying this Option is issued or transferred to the Grantee pursuant to Section 3 above.

(b) The obligations of the Company under this Agreement will be merely that of an unfunded and unsecured promise of the Company to deliver Common Stock in the future, and the rights of the Grantee will be no greater than that of an unsecured general creditor. No assets of the Company will be held or set aside as security for the obligations of the Company under this Agreement.

6. **Adjustments.** This Option and the number of shares of Common Stock underlying this Option, and the other terms and conditions of the grant evidenced by this Agreement, are subject to mandatory adjustment, including as provided in Section 11 of the Plan.

7. **Withholding Taxes.**

(a) To the extent that the Company is required to withhold federal, state, local or foreign taxes or other amounts in connection with the delivery to the Grantee of Common Stock or any other payment to the Grantee or any other payment or vesting event under this Agreement, the Grantee agrees that the Grantee will satisfy such requirement in a manner determined by the Committee prior to any payment to the Grantee, including a "sell to cover" transaction through a bank or broker. For the avoidance of doubt, the Company shall not be obligated to permit a "net issuance exercise" to satisfy any applicable tax withholding obligations. It shall be a condition to the obligation of the Company to make any such delivery or payment that the Grantee has satisfied such requirement in the form or manner specified by the Company. In no event will the market value of the Common Stock to be withheld, sold and/or delivered pursuant to this **Section 7** to satisfy applicable withholding taxes exceed the maximum amount of taxes or other amounts that could be required to be withheld without creating adverse accounting treatment for the Company with respect to this award, as determined by the Committee.

(b) The Grantee acknowledges that there may be adverse tax consequences upon the receipt, vesting or exercise of this award or disposition of the underlying shares and that the Grantee has been advised, and hereby is advised, to consult a tax advisor. The Grantee represents that the Grantee is in no manner relying on the Board, the Committee, the Company or a Subsidiary or any of their respective managers, directors, officers, employees or authorized representatives (including attorneys, accountants, consultants, bankers, lenders, prospective lenders and financial representatives) for tax advice or an assessment of such tax consequences.

8. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws and the requirements of any stock exchange or market system upon which the Common Stock may then be listed; provided, however, that notwithstanding any other provision of the Plan and this Agreement, the Company shall not be obligated to issue any Common Stock pursuant to this Agreement if the issuance thereof would result in a violation of any such law.

9. Acknowledgements Regarding Section 409A of the Code. The Grantee understands that if the Exercise Price of the Common Stock under this Option is less than the fair market value of the Company's common stock on the Date of Grant of this Option, then the Grantee may incur adverse tax consequences under Section 409A of the Code. The Grantee acknowledges and agrees that (a) the Grantee is not relying upon any determination by the Company, any Subsidiary or any of their respective employees, directors, managers, officers, attorneys or agents (collectively, the "Company Parties") of the fair market value on the Date of Grant of this Option, (b) the Grantee is not relying upon any written or oral statement or representation of any of the Company Parties regarding the tax effects associated with the Grantee's execution of this Agreement and the Grantee's receipt, holding and exercise of this Option, and (c) in deciding to enter into this Agreement, the Grantee is relying on the Grantee's own judgment and the judgment of the professionals of the Grantee's choice with whom the Grantee has consulted. The Grantee hereby releases, acquits and forever discharges the Company Parties from all actions, causes of actions, suits, debts, obligations, liabilities, claims, damages, losses, costs and expenses of any nature whatsoever, known or unknown, on account of, arising out of, or in any way related to the tax effects associated with the Grantee's execution of this Agreement and the Grantee's receipt, holding and exercise of this Option.

10. Headings; References; Interpretation. Headings are for convenience only and are not deemed to be part of this Agreement. The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole, and not to any particular provision of this Agreement. All references herein to Sections shall, unless the context requires a different construction, be deemed to be references to the Sections of this Agreement. The word “or” as used herein is not exclusive and is deemed to have the meaning “and/or.” All references to “including” shall be construed as meaning “including without limitation.” Unless the context requires otherwise, all references herein to a law, agreement, instrument or other document shall be deemed to refer to such law, agreement, instrument or other document as amended, supplemented, modified and restated from time to time to the extent permitted by the provisions thereof. All references to “dollars” or “$” in this Agreement refer to United States dollars. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any party hereto, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of the parties hereto and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties hereto. Any reference in this Agreement to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance, promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service.

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

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

13. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and contains all the covenants, promises, representations, warranties and agreements between the parties with respect to this Option; provided, however, that the terms of this Agreement shall not modify the application of the Severance Agreement to the Grantee’s other awards under the Plan. Without limiting the scope of the preceding sentence, except as provided therein, all prior understandings and agreements, if any, among the parties hereto relating to the subject matter hereof are hereby null and void and of no further force and effect. Any amendment to the Plan shall be deemed to be an amendment to this Agreement to the extent that the amendment is applicable hereto, and the

Committee has the right to amend, alter, suspend, discontinue or cancel this Option, prospectively or retroactively; provided, however, that (a) no amendment shall adversely affect the rights of the Grantee under this Agreement without the Grantee's written consent, and (b) the Grantee's consent shall not be required to an amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code or Section 10D of the Exchange Act.

14. **Severability and Waiver**. In the event that one or more of the provisions of this Agreement shall be invalidated for any reason by a court of competent jurisdiction, any provision so invalidated shall be deemed to be separable from the other provisions hereof, and the remaining provisions hereof shall continue to be valid and fully enforceable. Waiver by any party of any breach of this Agreement or failure to exercise any right hereunder shall not be deemed to be a waiver of any other breach or right. The failure of any party to take action by reason of such breach or to exercise any such right shall not deprive the party of the right to take action at any time while or after such breach or condition giving rise to such right continues.

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

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

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

18. **Successors and Assigns.** Without limiting **Section 21** hereof, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of the Grantee, and the successors and assigns of the Company.

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

20. **Counterparts.** The Grant Notice may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same agreement. Delivery of an executed counterpart of the Grant Notice by facsimile or in electronic format shall be effective as delivery of a manually executed counterpart of the Grant Notice.

21. **Restrictions on Transfer of Option**. Subject to Section 15 of the Plan, this Option shall not be transferable by the Grantee other than by will or pursuant to the laws of descent and distribution, and this Option shall be exercisable, during the Grantee's lifetime, only by the Grantee.

22. **Company Recoupment of Awards.** Notwithstanding anything in this Agreement to the contrary, the Grantee acknowledges and agrees that this Agreement and the award described herein are subject to the terms and conditions of the Company's clawback policy (if any) as may be in effect from time to time, including any clawback policy adopted specifically to implement Section 10D of the Exchange Act and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the Common Stock may be traded).

23. **Notices.** All notices and other communications under this Agreement shall be in writing and shall be delivered to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to the Company, unless otherwise designated by the Company in a written notice to the Grantee (or other holder):

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

If to the Grantee, at the Grantee's last known address on file with the Company.

Any notice that is delivered personally or by overnight courier or telecopier in the manner provided herein shall be deemed to have been duly given to the Grantee when it is mailed by the Company or, if such notice is not mailed to the Grantee, upon receipt by the Grantee. Any notice that is addressed and mailed in the manner herein provided shall be conclusively presumed to have been given to the party to whom it is addressed at the close of business, local time of the recipient, on the fourth day after the day it is so placed in the mail.

[Remainder of Page Intentionally Blank]

COMSCORE, INC.

Restricted Stock Units Award Agreement

This RESTRICTED STOCK UNITS AWARD AGREEMENT (this "***Agreement***") is made as of June 16, 2026 (the "***Date of Grant***"), by and between comScore, Inc., a Delaware corporation (the "***Company***"), and Matthew McLaughlin (the "***Grantee***").

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

2. **Grant of RSUs**. Subject to and upon the terms, conditions and restrictions set forth in this Agreement and in the Plan, pursuant to authorization under a resolution of the Committee, the Company has granted to the Grantee as of the Date of Grant 303,030 Restricted Stock Units ("***RSUs***"). Each RSU shall represent the right of the Grantee to receive one share of Common Stock subject to and upon the terms and conditions of this Agreement.

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

4. **Vesting of RSUs**. The RSUs covered by this Agreement shall become nonforfeitable and payable to the Grantee pursuant to **Section 5** hereof in three equal installments, with one-third (1/3) of the RSUs vesting on each of the first, second, and third anniversaries of May 28, 2026 (the "***Vesting Commencement Date***"), so long as the Grantee remains in continuous employment with the Company or a Subsidiary until each such date (the period from the Vesting Commencement Date until the last such vesting date, the "***Vesting Period***"). Subject to the terms of the Plan, RSUs that do not so become nonforfeitable will be forfeited, including if the Grantee ceases to be in continuous employment with the Company or a Subsidiary prior to the end of the Vesting Period. For purposes of this Agreement, "continuous employment" (or substantially similar terms) means the absence of any interruption or termination of the Grantee's service as an Employee to the Company or a Subsidiary. Continuous employment shall not be considered interrupted or terminated in the case of transfers between locations of the Company and its Subsidiaries.

(a) Notwithstanding the foregoing, provided that any of the RSUs covered by this Agreement have not yet become vested pursuant to the above schedule, any such unvested RSUs shall:

(i) Immediately become fully vested if, (A) upon and in connection with a Change in Control, the RSUs are not assumed, continued, or substituted by the surviving entity on substantially equivalent terms, but rather are cancelled or terminated or (B) within one year following a Change in Control, the Grantee's employment is terminated (x) by the surviving entity without Cause (as defined in the Grantee's Change of Control and Severance Agreements with the Company (the "**Severance Agreement**")) or (y) by the Grantee for Good Reason (as defined in the Severance Agreement);

(ii) Vest on a prorated basis based on the number of days Grantee was employed during the applicable vesting period in which the termination date occurs if Grantee's employment is terminated outside of the one-year period following a Change in Control either by the Company without Cause or by the Grantee for Good Reason; and

(iii) In all cases, (A) any such termination date shall be treated as a vesting date for purposes of this Agreement and (B) any such vesting is subject to the Grantee's timely entry into (and non-revocation in any time provided by the Company to do so of) a general release of claims in a form acceptable to the Company.

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

(a) Payment for the RSUs, after and to the extent they have become nonforfeitable ("***Vested RSUs***"), shall be made in the form of Common Stock. To the extent the RSUs are Vested RSUs on the dates set forth in clauses (i) and (ii) below and to the extent such Vested RSUs have not previously been settled, the Vested RSUs will become payable upon the earlier to occur of the following:

(i) The Grantee's "separation from service" with the Company and its Subsidiaries within the meaning of Section 409A(a)(2)(A)(i) of the Code; or

(ii) The occurrence of a Change in Control, so long as such Change in Control qualifies as a "change in control event" within the meaning of Section 409A(a)(2)(A)(v) of the Code and occurs on or following the applicable vesting date relating to such RSUs.

Subject to **Section 5(b)** below, the date of settlement of the Vested RSUs that become payable pursuant to this **Section 5(a)** shall be (A) as soon as administratively practicable following (but no later than 30 days following) the date of the Grantee's separation from service if the Vested RSUs become payable pursuant to clause (i) above, or (B) the date of the occurrence of the Change in Control, if the Vested RSUs become payable pursuant to clause (ii) above.

(b) If the RSUs become payable on the Grantee's "separation from service" with the Company and its Subsidiaries within the meaning of Section 409A(a)(2)(A)(i) of the Code and the Grantee is a "specified employee" as determined pursuant to procedures adopted by the Company in compliance with Section 409A of the Code, then, to the extent necessary to comply with Section 409A of the Code, payment for the RSUs shall be made on the first payroll date that occurs on or after the date six months and one day following the date of the Grantee's "separation from service." Notwithstanding the foregoing, if the Grantee dies following the Grantee's "separation from service," but before the six-month anniversary of the "separation from service," then any payment delayed in accordance with this **Section 5(b)** will be payable as soon as administratively practicable after the date of the Grantee's death.

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

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

(a) The Grantee shall have no rights of ownership in the Common Stock underlying the RSUs and no right to vote the Common Stock underlying the RSUs until the date on which the Common Stock underlying the RSUs is issued or transferred to the Grantee pursuant to **Section 5** above.

(b) From and after the Date of Grant and until the earlier of (i) the time when the RSUs are paid in accordance with **Section 5** hereof or (ii) the time when the Grantee's right to receive Common Stock in payment of the RSUs is forfeited in accordance with **Section 4** hereof, on the date that the Company pays a cash dividend (if any) to holders of Common Stock generally, the Grantee shall be credited with cash per RSU equal to the amount of such dividend. Any amounts credited pursuant to the immediately preceding sentence shall be subject to the same applicable terms and conditions (including vesting, payment and forfeitability) as apply to the RSUs based on which the dividend equivalents were credited, and such amounts shall be paid in cash at the same time as the RSUs to which they relate are settled.

(c) The obligations of the Company under this Agreement will be merely that of an unfunded and unsecured promise of the Company to deliver Common Stock in the future, and the rights of the Grantee will be no greater than that of an unsecured general creditor. No assets of the Company will be held or set aside as security for the obligations of the Company under this Agreement.

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

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

could be required to be withheld without creating adverse accounting treatment for the Company with respect to the award of RSUs covered by this Agreement, as determined by the Committee.

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

10. **Compliance with or Exemption from Section 409A of the Code**. To the extent applicable, it is intended that this Agreement and the Plan comply with or be exempt from the provisions of Section 409A of the Code. This Agreement and the Plan shall be administered in a manner consistent with this intent, and any provision that would cause this Agreement or the Plan to fail to satisfy Section 409A of the Code shall have no force or effect until amended to comply with or be exempt from Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of the Grantee). Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A of the Code, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by the Grantee on account of non-compliance with Section 409A of the Code.

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

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

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

14. **Entire Agreement; Amendments**. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and contains all the covenants,

promises, representations, warranties and agreements between the parties with respect to the grant of the RSUs; provided, however, that the terms of this Agreement shall not modify the application of the Severance Agreement to the Grantee's other awards under the Plan. Without limiting the scope of the preceding sentence, except as provided therein, all prior understandings and agreements, if any, among the parties hereto relating to the subject matter hereof are hereby null and void and of no further force and effect. Any amendment to the Plan shall be deemed to be an amendment to this Agreement to the extent that the amendment is applicable hereto, and the Committee has the right to amend, alter, suspend, discontinue or cancel the RSUs, prospectively or retroactively; provided, however, that (a) no amendment shall adversely affect the rights of the Grantee under this Agreement without the Grantee's written consent, and (b) the Grantee's consent shall not be required to an amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code or Section 10D of the Exchange Act.

15. **Severability and Waiver**. In the event that one or more of the provisions of this Agreement shall be invalidated for any reason by a court of competent jurisdiction, any provision so invalidated shall be deemed to be separable from the other provisions hereof, and the remaining provisions hereof shall continue to be valid and fully enforceable. Waiver by any party of any breach of this Agreement or failure to exercise any right hereunder shall not be deemed to be a waiver of any other breach or right. The failure of any party to take action by reason of such breach or to exercise any such right shall not deprive the party of the right to take action at any time while or after such breach or condition giving rise to such right continues.

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

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

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

19. **Successors and Assigns**. Without limiting **Section 3** hereof, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, administrators,

heirs, legal representatives and assigns of the Grantee, and the successors and assigns of the Company.

20. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of the Agreement by facsimile or in electronic format shall be effective as delivery of a manually executed counterpart of the Agreement.

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

22. **Company Recoupment of Awards**. Notwithstanding anything in this Agreement to the contrary, the Grantee acknowledges and agrees that this Agreement and the award described herein are subject to the terms and conditions of the Company's clawback policy (if any) as may be in effect from time to time specifically to implement Section 10D of the Exchange Act and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the Common Stock may be traded).

IN ORDER TO RECEIVE THE BENEFITS OF THIS AGREEMENT, AND FOR THE AWARD TO BE EFFECTIVE, GRANTEE MUST ACCEPT THE AWARD IN THE COMPANY'S ONLINE EQUITY ADMINISTRATION SYSTEM. IF GRANTEE FAILS TO SATISFY THE ACCEPTANCE REQUIREMENT WITHIN 90 DAYS AFTER THE DATE OF GRANT, THEN (1) THIS AGREEMENT WILL BE OF NO FORCE OR EFFECT AND THE AWARD GRANTED HEREIN WILL BE AUTOMATICALLY FORFEITED TO THE COMPANY WITHOUT CONSIDERATION, AND (2) NEITHER GRANTEE NOR THE COMPANY WILL HAVE ANY FUTURE RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by an officer thereunto duly authorized, and the Grantee has executed this Agreement, effective for all purposes as provided above.

COMSCORE, INC.

By: __________
Name: Sara Dunn
Title: Chief People Officer

GRANTEE

By: ____________
Name: Matthew McLaughlin

COMSCORE, INC.

Performance Restricted Stock Units Award Agreement

This PERFORMANCE RESTRICTED STOCK UNITS AWARD AGREEMENT (this "***Agreement***") is made as of June 16, 2026 (the "***Date of Grant***"), by and between comScore, Inc., a Delaware corporation (the "***Company***"), and Matthew McLaughlin (the "***Grantee***").

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

2. **Grant of PRSUs**. Subject to and upon the terms, conditions and restrictions set forth in this Agreement and in the Plan, pursuant to authorization under a resolution of the Committee, the Company has granted to the Grantee as of the Date of Grant 400,000 performance-based Restricted Stock Units ("***PRSUs***"), which shall constitute an award of Performance Shares under the Plan. Subject to the degree of attainment of the performance goals established for these PRSUs as set forth in **Sections 5(a)** and **5(b)**, the Grantee may earn up to a maximum of 100% of the PRSUs. Each earned PRSU shall then represent the right of the Grantee to receive one share of Common Stock subject to and upon the terms and conditions of this Agreement.

3. **Payment of PRSUs**. The PRSUs will become payable in accordance with the provisions of **Section 6** of this Agreement if the Restriction Period lapses and Grantee's right to receive payment for the PRSUs becomes nonforfeitable ("***Vest***," "***Vesting***" or "***Vested***") in accordance with **Section 5** of this Agreement.

4. **Restrictions on Transfer of PRSUs**. Subject to Section 15 of the Plan, neither the PRSUs evidenced hereby nor any interest therein or in the shares of Common Stock underlying such PRSUs shall be transferable prior to payment to the Grantee pursuant to **Section 6** hereof other than by will or pursuant to the laws of descent and distribution.

5. **Earning and Vesting of PRSUs**.

(a) ***Performance Period***. Subject to the terms and conditions of this Agreement, a number of PRSUs determined in accordance with **Section 5(b)** shall Vest on the third anniversary of the Grantee's employment start date, May 28, 2026 (the "***Start Date***"), or on an earlier Change in Control (such date, the "***Vesting Date***") to the extent that the Stock-Price Hurdle (as defined below) is achieved during the period beginning on the Start Date and ending on the Vesting Date (the "***Performance Period***"), and subject to the Grantee's continuous employment with the Company or a Subsidiary through the Vesting Date. For purposes of this Agreement, "continuous employment" (or substantially similar terms) means the absence of any interruption or termination of the Grantee's service as an Employee of the Company or a Subsidiary. Continuous employment shall not be considered interrupted or terminated in the case of transfers between locations of the Company and its Subsidiaries.

(b) ***Performance Goals***. A number of PRSUs will be earned based on achievement of the stock-price hurdles set forth below (each, a "***Stock-Price Hurdle***") during the Performance Period as follows:

Floor Price	**Stock-Price Hurdle**	**Percentage of PRSUs That Vest**	**Number of PRSUs That Vest**
$8.25	$14.50	37.5%	150,000
$14.50	$18.85	37.5%	150,000
$18.85	$22.50	25.0%	100,000

Following the Vesting Date, the Committee shall determine whether and to what extent the Stock-Price Hurdle goals have been satisfied during the Performance Period and shall determine the number of PRSUs that shall become Vested under this Agreement. A Stock-Price Hurdle shall be considered achieved on the date that the 20-day trailing average closing price of a share of Common Stock has equaled or exceeded the applicable Stock-Price Hurdle for 20 consecutive trading days that fall within the Performance Period.

(c) ***Change in Control***. Notwithstanding **Sections 5(a)** or **5(b)**, if at any time before the PRSUs have become fully Vested or forfeited, a Change in Control occurs, then on the date of such Change in Control, the PRSUs shall become Vested (to the extent they have not already become Vested) by applying the per-share price paid for a share of Common Stock in connection with the Change in Control for purposes of determining attainment of the Stock-Price Hurdle goals described in **Section 5(b)**, with linear interpolation for any per-share price that falls between the Floor Prices and Stock-Price Hurdle goals above. Any PRSUs that do not become Vested as of such time shall be immediately forfeited.

(d) ***Certain Terminations of Employment***.

(i) Notwithstanding **Section 5(a)**, upon the termination of the Grantee's employment with the Company at any time before the PRSUs have become fully Vested or forfeited (A) by the Company without Cause (as defined in the Grantee's Change of Control and Severance Agreements with the Company (collectively, the "***Severance Agreement***")), or (B) by the Grantee for Good Reason (as defined in the Severance Agreement), the PRSUs shall become Vested (to the extent they have not already become Vested) based on achievement, if any, of the Stock-Price Hurdle goals beginning on the Start Date and ending on the date of such termination, with linear interpolation for any achievement that falls between the Floor Prices and Stock-Price Hurdle goals above, subject to the Grantee's timely entry into (and non-revocation in any time provided by the Company to do so of) a general release of claims in a form acceptable to the Company. For this purpose, "achievement" will be based on the highest 20-day trailing average closing price achieved for 20 consecutive trading days during the period beginning on the Start Date and ending on the date of termination. Any PRSUs that do not become Vested as of the termination date shall be immediately forfeited.

(ii) Notwithstanding **Section 5(a)**, upon the termination of the Grantee's employment with the Company at any time before the PRSUs have become fully Vested or forfeited (A) due to the Grantee's voluntary resignation from employment (other than for Good Reason) or (B) as a result of the Grantee's death or Disability (as defined in the Severance Agreement), the PRSUs shall become Vested (to the extent they have not already become Vested) based on actual achievement, if any, of the Stock-Price Hurdle goals through the date of such termination, without interpolation. Any PRSUs that do not become Vested as of the termination date shall be immediately forfeited.

(e) ***Forfeiture***. Any PRSUs that have not Vested or been forfeited pursuant to **Section 5** as of the end of the day on May 28, 2029 will be forfeited automatically and without further notice immediately after the end of such day (or earlier, with respect to all PRSUs covered under this Agreement that have not become Vested as set forth above, if, and on such date that, the Grantee ceases to be in continuous employment with the Company or a Subsidiary prior to May 28, 2029).

6. **Form and Time of Payment of PRSUs**.

(a) Payment for the PRSUs, after and to the extent they have become nonforfeitable ("***Vested PRSUs***"), shall be made in the form of Common Stock. To the extent the PRSUs are Vested PRSUs on the dates set forth in clauses (i) and (ii) below and to the extent such Vested PRSUs have not previously been settled, the PRSUs will become payable upon the earlier to occur of the following:

(i) The Grantee's "separation from service" with the Company and its Subsidiaries within the meaning of Section 409A(a)(2)(A)(i) of the Code; or

(ii) The occurrence of a Change in Control, so long as such Change in Control qualifies as a "change in control event" within the meaning of Section 409A(a)(2)(A)(v) of the Code.

Subject to **Section 6(b)** below, the date of settlement of the Vested PRSUs that become payable pursuant to this **Section 6(a)** shall be (A) as soon as administratively practicable following (but no later than 30 days following) the date of the Grantee's separation from service, if the Vested PRSUs become payable pursuant to clause (i) above, or (B) the date of the occurrence of the Change in Control, if the Vested PRSUs become payable pursuant to clause (ii) above.

(b) If the PRSUs become payable on the Grantee's "separation from service" with the Company and its Subsidiaries within the meaning of Section 409A(a)(2)(A)(i) of the Code and the Grantee is a "specified employee" as determined pursuant to procedures adopted by the Company in compliance with Section 409A of the Code, then, to the extent necessary to comply with Section 409A of the Code, payment for the PRSUs shall be made on the first payroll date that occurs on or after the date six months and one day following the date of the Grantee's "separation from service." Notwithstanding the foregoing, if the Grantee dies following the Grantee's "separation from service," but before the six-month anniversary of the "separation from service," then any payment delayed in accordance with this **Section 6(b)** will be payable as soon as administratively practicable after the date of the Grantee's death.

(c) The Company's obligations to the Grantee with respect to the PRSUs will be satisfied in full upon the issuance or transfer of Common Stock corresponding to any such earned PRSUs.

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

(a) The Grantee shall have no rights of ownership in the Common Stock underlying the PRSUs and no right to vote the Common Stock underlying the PRSUs until the date on which the Common Stock underlying the PRSUs is issued or transferred to the Grantee pursuant to **Section 6** above.

(b) From and after the Date of Grant and until the earlier of (i) the time when the PRSUs Vest and are paid in accordance with **Section 6** hereof or (ii) the time when the Grantee's right to receive Common Stock in payment of the PRSUs is forfeited in accordance with **Section 5** hereof, on the date that the Company pays a cash dividend (if any) to holders of Common Stock generally, the Grantee shall be credited with cash per PRSU equal to the amount of such dividend. Any amounts credited pursuant to the immediately preceding sentence shall be subject to the same applicable terms and conditions (including Vesting, payment and forfeitability) as apply to the PRSUs based on which the dividend equivalents were credited, and such amounts shall be paid in cash at the same time as the PRSUs to which they relate are settled.

(c) The obligations of the Company under this Agreement will be merely that of an unfunded and unsecured promise of the Company to deliver Common Stock in the future, and the rights of the Grantee will be no greater than that of an unsecured general creditor. No assets of the Company will be held or set aside as security for the obligations of the Company under this Agreement.

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

9. **Withholding Taxes**. To the extent that the Company is required to withhold federal, state, local or foreign taxes or other amounts in connection with the delivery to the Grantee of Common Stock or any other payment to the Grantee or any other payment or vesting event under this Agreement, the Grantee agrees that the Grantee will satisfy such requirement in a manner determined by the Committee prior to any payment to the Grantee, including but not limited to a "sell to cover" transaction through a bank or broker. It shall be a condition to the

obligation of the Company to make any such delivery or payment that the Grantee has satisfied such requirement in the form or manner specified by the Company. In no event will the market value of the Common Stock to be withheld, sold and/or delivered pursuant to this **Section 9** to satisfy applicable withholding taxes exceed the maximum amount of taxes or other amounts that could be required to be withheld without creating adverse accounting treatment for the Company with respect to the award of PRSUs covered by this Agreement, as determined by the Committee.

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

11. **Compliance with or Exemption from Section 409A of the Code**. To the extent applicable, it is intended that this Agreement and the Plan comply with or be exempt from the provisions of Section 409A of the Code. This Agreement and the Plan shall be administered in a manner consistent with this intent, and any provision that would cause this Agreement or the Plan to fail to satisfy Section 409A of the Code shall have no force or effect until amended to comply with or be exempt from Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of the Grantee). Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A of the Code, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by the Grantee on account of non-compliance with Section 409A of the Code.

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

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

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

life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or any of its Subsidiaries.

15. **Entire Agreement; Amendments**. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and contains all the covenants, promises, representations, warranties and agreements between the parties with respect to the grant of the PRSUs; provided, however, that the terms of this Agreement shall not modify the application of the Severance Agreement to the Grantee's other awards under the Plan. Without limiting the scope of the preceding sentence, except as provided therein, all prior understandings and agreements, if any, among the parties hereto relating to the subject matter hereof are hereby null and void and of no further force and effect. Any amendment to the Plan shall be deemed to be an amendment to this Agreement to the extent that the amendment is applicable hereto, and the Committee has the right to amend, alter, suspend, discontinue or cancel the PRSUs, prospectively or retroactively; provided, however, that (a) no amendment shall adversely affect the rights of the Grantee under this Agreement without the Grantee's written consent, and (b) the Grantee's consent shall not be required to an amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code or Section 10D of the Exchange Act.

16. **Severability and Waiver**. In the event that one or more of the provisions of this Agreement shall be invalidated for any reason by a court of competent jurisdiction, any provision so invalidated shall be deemed to be separable from the other provisions hereof, and the remaining provisions hereof shall continue to be valid and fully enforceable. Waiver by any party of any breach of this Agreement or failure to exercise any right hereunder shall not be deemed to be a waiver of any other breach or right. The failure of any party to take action by reason of such breach or to exercise any such right shall not deprive the party of the right to take action at any time while or after such breach or condition giving rise to such right continues.

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

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

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

20. **Successors and Assigns**. Without limiting **Section 4** hereof, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of the Grantee, and the successors and assigns of the Company.

21. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of the Agreement by facsimile or in electronic format shall be effective as delivery of a manually executed counterpart of the Agreement.

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

23. **Company Recoupment of Awards**. Notwithstanding anything in this Agreement to the contrary, the Grantee acknowledges and agrees that this Agreement and the award described herein are subject to the terms and conditions of the Company's clawback policy (if any) as may be in effect from time to time, including any clawback policy adopted specifically to implement Section 10D of the Exchange Act and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the Common Stock may be traded).

IN ORDER TO RECEIVE THE BENEFITS OF THIS AGREEMENT, AND FOR THE AWARD TO BE EFFECTIVE, GRANTEE MUST ACCEPT THE AWARD IN THE COMPANY'S ONLINE EQUITY ADMINISTRATION SYSTEM. IF GRANTEE FAILS TO SATISFY THE ACCEPTANCE REQUIREMENT WITHIN 90 DAYS AFTER THE DATE OF GRANT, THEN (1) THIS AGREEMENT WILL BE OF NO FORCE OR EFFECT AND THE AWARD GRANTED HEREIN WILL BE AUTOMATICALLY FORFEITED TO THE COMPANY WITHOUT CONSIDERATION, AND (2) NEITHER GRANTEE NOR THE COMPANY WILL HAVE ANY FUTURE RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by an officer thereunto duly authorized, and the Grantee has executed this Agreement, effective for all purposes as provided above.

COMSCORE, INC.

By:__ __________
Name: Sara Dunn
Title: Chief People Officer

GRANTEE

____
Name: Matthew McLaughlin

AMENDMENT NO. 8 TO LEASE

THIS AMENDMENT NO. 8 TO DEED OF LEASE ("**Amendment**") is made as of 5/8/2026 ("**Effective Date**"), by and between **SOUTH OF MARKET LLC**, a Delaware limited liability company ("**Landlord**"), and **COMSCORE, INC.**, a Delaware corporation ("**Tenant**").

RECITALS

Recital 1. Landlord and Tenant are parties to a certain Deed of Lease, dated December 21, 2007 (the "**Original Lease**"), as amended by a certain Amendment No. 1, dated April 28, 2008, a certain Amendment No. 2 to Deed of Lease, dated July 28, 2010, a certain Amendment No. 3 to Deed of Lease, dated December 29, 2011, a certain Amendment No. 4 to Deed of Lease, dated September 8, 2014, a certain Amendment No. 5 to Deed of Lease, dated January 26, 2015, a certain Amendment No. 6 to Deed of Lease, dated May 30, 2018, and a certain Amendment No. 7 to Lease, dated May 24, 2021 (the Original Lease, as so amended, the "**Lease**"), under which Landlord leases to Tenant approximately 83,577 square feet of rentable area comprised of (i) 21,374 square feet of rentable area on the 3rd floor ("**3rd Floor Premises**"), (ii) 21,374 square feet of rentable area on the 4th floor ("**4th Floor Premises**"), (iii) 21,374 square feet of rentable area on the 5th floor ("**5th Floor Premises**"), and 19,455 square feet of rentable area on the 6th floor ("**6th Floor Premises**," and together with the 3rd Floor Premises, 4th Floor Premises and 5th Floor Premises, collectively, the "**Current Premises**"), in the building commonly known as Two South of Market and located at 11950 Democracy Drive, Reston, Virginia ("**Building**").

Recital 2. The Lease Term is scheduled to expire on July 31, 2027.

Recital 3. Tenant has requested to surrender to Landlord and Landlord has agreed to accept from Tenant a portion of the Current Premises comprised of the Surrender Space (as defined below) prior to the expiration of the Lease Term, and in connection therewith, Landlord and Tenant desire to modify certain terms of the Lease, all in accordance with and subject to the terms and conditions set forth below.

AGREEMENT

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

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

2. Surrender.

(a) Notwithstanding anything to the contrary contained in the Lease, the Lease Term solely with respect to the 3rd Floor Premises and 4th Floor Premises (together, the "**Surrender Space**") shall expire on December 31, 2026 (the "**Surrender Space Termination Date**"), unless earlier terminated in accordance with the terms of the Lease, as though the Surrender Space Termination Date was the original date scheduled for expiration of the Lease Term with respect to the Surrender Space.

(b) On or before the Surrender Space Termination Date, Tenant shall vacate and surrender possession of the Surrender Space to Landlord, leaving the Surrender Space vacant, free and clear of all occupants and rights of any party (whether as tenant, subtenant or otherwise), broom clean, with all of Tenant's furniture, furnishings, equipment and other personal property removed therefrom, but without any required removal of any improvements in the Surrender Space. If Tenant fails to surrender possession of the Surrender Space (or any portion thereof) in accordance with the terms hereof, Tenant will be deemed holding over in the Surrender Space and will be liable for holdover rent in accordance with the terms of the Lease and any damages incurred by Landlord as a result of such holdover, notwithstanding anything to the contrary contained in the Lease, and Landlord shall be entitled to all of the remedies available under the Lease, at law and in equity, on account of such holdover.

(c) Tenant acknowledges and agrees that Landlord intends to deliver possession of the Surrender Space to a third-party tenant ("**Replacement Tenant**") pursuant to a separate lease agreement on the day immediately following the Surrender Space Termination Date. Notwithstanding anything to the contrary contained in the Lease, from and after the Effective Date, Landlord and Replacement Tenant and their respective employees, brokers, agents, architects, contractors and consultants shall be permitted to access the Premises, including the Surrender Space, for the purpose of conducting inspections upon at least 24 hours prior notice (which may be given by email) to Tenant.

(d) Notwithstanding anything to the contrary contained in the Lease, Tenant hereby waives any exterior signage (subject to Section 2(e) below), Lease Term extension, acceleration, termination or expansion (whether fixed, right of opportunity or otherwise) rights that Tenant has or might hereafter have under the Lease, it being acknowledged and agreed that the terms and provisions under the Lease giving effect to such rights are of no further force or effect.

(e) Notwithstanding anything to the contrary contained in the Lease, (i) within 60 days after the Effective Date, Tenant shall, at Tenant's sole cost and expense, remove Tenant's Exclusive Exterior Sign from the Building and restore all affected areas to the condition existing immediately prior to the installation thereof, and (ii) within 90 days after the Effective Date, Landlord, at Landlord's sole cost and expense, will relocate Tenant's street level monument signage from the top location of the monument sign to the bottom location of the monument sign. Tenant acknowledges and agrees that Tenant's portion of the monument sign hereafter will be less than Tenant's portion of the monument sign as of the Effective Date and will be representative of the ratio of the square footage leased and occupied by Tenant following the Surrender Space Termination Date to the total rentable square footage in the Building and the ratio of the square footage leased by any third party to the total rentable square footage in the Building.

(f) Notwithstanding anything to the contrary contained in the Lease, effective as January 1, 2027 (i.e., the 1st day following the Surrender Space Termination Date), (i) all references in the Lease to the "Premises" shall be deemed to mean the Current Premises less the Surrender Space (i.e., the Fifth Floor Premises and the Sixth Floor Premises, together), and (ii) the base rental rate per square foot payable by Tenant with respect to the 5th Floor Premises and the 6th Floor Premises during the period commencing on January 1, 2027 and ending on July 31, 2027 will be $62.92.

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

demands, actions, liabilities, expenses and causes of action (including, without limitation, attorney's fees) of any sort arising out of, resulting from or relating to a breach of the above representation and warranty by Tenant

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

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

6. General Provisions.

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

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

(c) This Amendment shall not be effective and binding unless and until fully executed and delivered by each of the parties hereto. This Amendment may not be modified, changed or terminated in whole or in part in any manner other than by an agreement in writing duly signed by all parties hereto. All of the covenants contained in this Amendment, including, but not limited to, all covenants of the Lease as modified hereby, shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives and permitted successors and assigns.

(d) This Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment. The parties may conduct this transaction by electronic means and this Amendment may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include digital execution through a provider acceptable to Landlord, faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via PDF) of an original signature.

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

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

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

(h) Time is of the essence with respect to each provision of this Amendment and the Lease.

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

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment No. 8 to Lease on or as of the day and year first above written.

BXP Approval: EL

LANDLORD:

SOUTH OF MARKET LLC,
a Delaware limited liability company

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

By: BXP, INC., a Delaware Corporation, its general partner

By: /s/ John J. Stroman
Name: John J. Stroman
Title: EVP, Co-Head of the Washington, DC Region

TENANT:

COMSCORE, INC.,
a Delaware corporation

By: /s/ Mary Margaret Curry
Name: Mary Margaret Curry
Title: Chief Financial Officer

Exhibit 31.1

CERTIFICATIONS

I, Matthew McLaughlin, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of comScore, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Matthew McLaughlin

Matthew McLaughlin
Chief Executive Officer
(Principal Executive Officer)

Date: August 14, 2026

Exhibit 31.2

CERTIFICATIONS

I, Mary Margaret Curry, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of comScore, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

/s/ Mary Margaret Curry

Mary Margaret Curry
Chief Financial Officer and Treasurer
(Principal Financial Officer)

Date: August 14, 2026

Exhibit 32.1

Certification Pursuant to 18 U.S.C. Section 1350

In connection with the Quarterly Report of comScore, Inc. (the "Company") on Form 10-Q for the quarter ended June 30, 2026, as filed with the Securities and Exchange Commission (the "SEC") on the date hereof (the "Report"), I, Matthew McLaughlin, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement has been provided to the Company and will be retained by the Company and furnished to the SEC or its staff upon request.

/s/ Matthew McLaughlin

Matthew McLaughlin
Chief Executive Officer
(Principal Executive Officer)

Date: August 14, 2026

Exhibit 32.2

Certification Pursuant to 18 U.S.C. Section 1350

In connection with the Quarterly Report of comScore, Inc. (the "Company") on Form 10-Q for the quarter ended June 30, 2026, as filed with the Securities and Exchange Commission (the "SEC") on the date hereof (the "Report"), I, Mary Margaret Curry, Chief Financial Officer and Treasurer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement has been provided to the Company and will be retained by the Company and furnished to the SEC or its staff upon request.

/s/ Mary Margaret Curry

Mary Margaret Curry
Chief Financial Officer and Treasurer
(Principal Financial Officer)

Date: August 14, 2026