

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

**FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

comScore, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or Other Jurisdiction
of Incorporation or Organization)

11950 Democracy Drive, Suite 600

Reston, Virginia

(Address of Principal Executive Offices)

54-1955550

(I.R.S. Employer
Identification No.)

20190

(Zip Code)

**SHAREABLEE, INC. 2013 STOCK OPTION/STOCK ISSUANCE PLAN
RESTRICTED STOCK UNIT INDUCEMENT AWARD**

(Full title of the plan)

Ashley Wright

**General Counsel, Corporate & Securities
comScore, Inc.**

11950 Democracy Drive, Suite 600

Reston, Virginia 20190

(Name and address of agent for service)

(703) 438-2000

(Telephone number, including area code, of agent for service)

Copies to:

Benjamin Barron

Vinson & Elkins L.L.P.

1001 Fannin Street, Suite 2500

Houston, Texas 77002

(713) 758-2222

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

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 7(a)(2)(B) of the Securities Act of 1933, as amended (the "Securities Act").

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price Per Share (2)	Proposed Maximum Aggregate Offering Price (2)	Amount of Registration Fee (2)
Common Stock, par value \$0.001 per share ("Common Stock") to be issued pursuant to:				
Stock options outstanding under the Shareable, Inc. 2013 Stock Option/Stock Issuance Plan (as amended from time to time, the "Plan")	1,006,383 (3)	\$1.22	\$1,227,787	\$113.82
Restricted stock units outstanding under the Plan and future awards under the Plan	223,452	\$3.155	\$704,991	\$65.35
Restricted stock unit inducement award	451,977 (4)	\$3.155	\$1,425,987	\$132.19

- (1) Pursuant to Rule 416 of the Securities Act, this Registration Statement on Form S-8 (the "Registration Statement") also covers such additional shares of Common Stock of comScore, Inc. (the "Registrant") in respect of the securities identified in the above table as a result of any stock dividend, stock split, recapitalization or similar transaction, and any other securities with respect to which the outstanding shares are converted or exchanged.
- (2) Pursuant to Rule 457(c) and (h) under the Securities Act, the proposed maximum offering price per share, proposed maximum aggregate offering price and the amount of the registration fee have been computed on the basis of (i) with respect to shares of Common Stock remaining available for issuance for future awards under the Plan, shares of Common Stock subject to outstanding restricted stock units granted under the Plan and restricted stock units granted as an inducement award, the average of the high and low prices of the Common Stock on the Nasdaq Global Select Market ("Nasdaq") on December 20, 2021 (a date within five business days prior to the date of filing this Registration Statement) and (ii) with respect to shares of Common Stock underlying outstanding stock options granted under the Plan, the weighted average exercise price of the outstanding options; this price is used solely for the purposes of calculating the registration fee.
- (3) Pursuant to the Agreement and Plan of Merger, dated as of December 16, 2021, by and among the Registrant, SS Media Holdco, LLC, SS Media Merger Sub, Inc., Shareable, Inc., Shareable Holdco, Inc., Shareable Merger Sub, Inc., and Shareholder Representative Services LLC (the "Merger Agreement"), upon the closing of the transaction contemplated by the Merger Agreement on December 16, 2021 (the "Merger"), the Registrant assumed the Plan and the outstanding stock options and restricted stock units under the Plan, and (i) all shares remaining available for issuance under the Plan as of the Merger were automatically converted into shares of Common Stock available for issuance under the Plan and (ii) all such stock options and restricted stock units were automatically converted into stock options and restricted stock units, respectively, in respect of shares of Common Stock, subject to appropriate adjustments to the number of shares and exercise price (if applicable) of each award, resulting in 167,750 shares of Common Stock remaining available for issuance to eligible participants under the Plan, stock options to purchase 1,006,383 shares of Common Stock assumed under the Plan, and restricted stock units with respect to 55,702 shares of Common Stock assumed under the Plan.
- (4) Represents 451,977 shares of Common Stock underlying restricted stock units granted as an inducement award to Jonathan Carpenter on November 29, 2021 upon his appointment as Chief Financial Officer and Treasurer of the Registrant for employment with the Registrant pursuant to Nasdaq Listing Rule 5635(c)(4).

PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The Registrant will send or give to all participants in the Plan the document(s) containing the information required by Part I of Form S-8, as specified in Rule 428(b)(1) promulgated by the Securities and Exchange Commission (the "Commission") under the Securities Act. In accordance with Rule 428, the Registrant has not filed such document(s) with the Commission, but such document(s) (along with the documents incorporated by reference into this Registration Statement pursuant to Item 3 of Part II hereof) shall constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents, which are on file with the Commission, are incorporated into this Registration Statement by reference:

- (a) The Registrant's Annual Report on Form 10-K for the year ended December 31, 2020;
- (b) The Registrant's Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2021, June 30, 2021 and September 30, 2021;
- (c) The Registrant's Current Reports on Form 8-K, other than with respect to Items 2.02 or 7.01, filed with the Commission on January 8, 2021, March 15, 2021, April 5, 2021, June 16, 2021, July 23, 2021, October 25, 2021, December 16, 2021 and December 17, 2021; and
- (d) The description of the Common Stock contained in the Registrant's Registration Statement on Form S-3, filed with the Commission on August 31, 2021, together with all amendments or reports filed for the purpose of updating such description.

All documents filed by the Registrant with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act (excluding information deemed to be furnished and not filed with the Commission) subsequent to the effective date of this Registration Statement and prior to the filing of a post-effective amendment that indicates that all securities offered have been sold or that deregisters all securities then remaining unsold, will be deemed to be incorporated by reference into this Registration Statement and to be part hereof from the date of filing of such documents. Any statement contained in any document incorporated or deemed to be incorporated by reference herein will be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document that also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded will not be deemed, except as modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Executive Officers.

Section 102(b)(7) of the General Corporation Law of the State of Delaware (the "DGCL") allows a corporation to provide in its certificate of incorporation that a director of the corporation will not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except where the director breached the duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or obtained an improper personal benefit. The Registrant's amended and restated certificate of incorporation provides for this limitation of liability.

Section 145 of the DGCL ("Section 145") provides that a Delaware corporation may indemnify any person who was, is or is threatened to be made, party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was a director, officer, employee or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was illegal. A Delaware corporation may indemnify any persons who were or are a party to any threatened, pending or completed action or suit by or in the right of the corporation by reason of the fact that such person is or was a director, officer, employee or agent of such corporation or is or was serving at the request of such corporation

as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, provided such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests, provided that no indemnification is permitted without judicial approval if the director, officer, employee or agent is adjudged to be liable to the corporation. Where a director or officer is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him or her against the expenses which such director or officer has actually and reasonably incurred.

Section 145 further authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her under Section 145.

The Registrant's amended and restated bylaws provide that the Registrant must indemnify its directors and officers to the fullest extent permitted by the DGCL and must also pay expenses incurred in defending any such proceeding in advance of its final disposition upon delivery of an undertaking, by or on behalf of an indemnified person, to repay all amounts so advanced if it should be determined ultimately that such person is not entitled to be indemnified.

The Registrant has entered into indemnification agreements with its directors and certain of its officers pursuant to which it has agreed to indemnify such persons against certain expenses and liabilities incurred or paid by such persons in connection with any proceeding arising from the fact that such person is or was a director or officer of the Registrant, and to advance expenses as incurred by or on behalf of such person in connection therewith.

The indemnification rights set forth above shall not be exclusive of any other right which an indemnified person may have or hereafter acquire under any statute, provision of the Registrant's certificate of incorporation, bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

The Registrant maintains policies of insurance that provide coverage (i) to its directors and officers against loss arising from claims made by reason of breach of duty or other wrongful act and (ii) to it with respect to indemnification payments that it may make to such directors and officers.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit Number	Exhibit Description
4.1	<u>Amended and Restated Certificate of Incorporation of the Registrant (incorporated by reference to Exhibit 3.3 of the Registrant's Registration Statement on Form S-1, as amended, filed June 12, 2007 (File No. 333-141740)).</u>
4.2	<u>Certificate of Amendment of Amended and Restated Certificate of Incorporation of the Registrant (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)).</u>
4.3	<u>Certificate of Amendment of Amended and Restated Certificate of Incorporation of the Registrant (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed on March 15, 2021 (File No. 001-33520)).</u>
4.4	<u>Certificate of Designations of Series B Convertible Preferred Stock, par value \$0.001, of the Registrant dated March 10, 2021 (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)).</u>
4.5	<u>Amended and Restated Bylaws of the Registrant (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)).</u>
5.1*	<u>Opinion of Vinson & Elkins L.L.P.</u>
23.1*	<u>Consent of Deloitte & Touche LLP.</u>
23.2*	Consent of Vinson & Elkins L.L.P (included in Exhibit 5.1 to this Registration Statement).
24.1*	Power of Attorney (included in the signature page of this Registration Statement).
99.1*	<u>Shareablee, Inc. 2013 Stock Option/Stock Issuance Plan.</u>
99.2*	<u>Amendment No. 1 to Shareablee, Inc. 2013 Stock Option/Stock Issuance Plan.</u>
99.3*	<u>Amendment No. 2 to Shareablee, Inc. 2013 Stock Option/Stock Issuance Plan.</u>
99.4*	<u>Amendment No. 3 to Shareablee, Inc. 2013 Stock Option/Stock Issuance Plan.</u>
99.5*	<u>Restricted Stock Units Award Agreement, dated November 29, 2021, by and between the Registrant and Jonathan Carpenter.</u>

* Filed herewith.

Item 9. Undertakings.

- (a) The undersigned Registrant hereby undertakes:
- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to the Registration Statement:
 - (i) to include any prospectus required by Section 10(a)(3) of the Securities Act;
 - (ii) to reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
 - (iii) to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
 - (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Reston, Virginia, on December 23, 2021.

COMSCORE, INC.

By: /s/ William P. Livek
Name: William P. Livek
Title: Chief Executive Officer and Executive Vice Chairman

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Ashley Wright and Jonathan Carpenter each as his or her attorney-in-fact, with full power of substitution for him or her in any and all capacities, to sign any amendments to this Registration Statement, including any and all pre-effective and post-effective amendments and to file such amendments thereto, with exhibits thereto and other documents in connection therewith, with the Commission, hereby ratifying and confirming all that said attorney-in-fact, or each of his or her substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities indicated on December 23, 2021.

<u>Signatures</u>	<u>Title</u>
<u>/s/ William P. Livek</u>	Chief Executive Officer and Executive Vice Chairman
<u>William P. Livek</u>	(Principal Executive Officer)
<u>/s/ Jonathan Carpenter</u>	Chief Financial Officer and Treasurer
<u>Jonathan Carpenter</u>	(Principal Financial Officer)
<u>/s/ Mary Margaret Curry</u>	Chief Accounting Officer
<u>Mary Margaret Curry</u>	(Principal Accounting Officer)
<u>/s/ Brent D. Rosenthal</u>	Non-Executive Chairman
<u>Brent D. Rosenthal</u>	
<u>/s/ Nana Banerjee</u>	Director
<u>Nana Banerjee</u>	
<u>/s/ Irwin Gotlieb</u>	Director
<u>Irwin Gotlieb</u>	
<u>/s/ David Kline</u>	Director
<u>David Kline</u>	
<u>/s/ Pierre-Andre Liduena</u>	Director
<u>Pierre-Andre Liduena</u>	
<u>/s/ Kathleen Love</u>	Director
<u>Kathleen Love</u>	
<u>/s/ Martin Patterson</u>	Director
<u>Martin Patterson</u>	
<u>/s/ Brian Wendling</u>	Director
<u>Brian Wendling</u>	

Vinson & Elkins

December 23, 2021

comScore, Inc.
11950 Democracy Drive, Suite 600
Reston, Virginia 20190

Ladies and Gentlemen:

We have acted as counsel for comScore, Inc., a Delaware corporation (the "Company"), in connection with the Company's registration under the Securities Act of 1933, as amended (the "Act"), of the offer and sale of (i) 1,229,835 shares of the Company's common stock, par value \$0.001 per share (the "Shares"), pursuant to the Company's registration statement on Form S-8 (the "Registration Statement") to be filed with the Securities and Exchange Commission on December 23, 2021, which Shares may be issued from time to time in accordance with the terms of the Shareable, Inc. 2013 Stock Option/Stock Issuance Plan (as amended from time to time, the "Plan") and (ii) 451,977 shares of Common Stock underlying restricted stock units granted as an inducement award pursuant to Nasdaq Listing Rule 5635(c)(4).

In reaching the opinions set forth herein, we have examined and are familiar with originals or copies, certified or otherwise identified to our satisfaction, of such documents and records of the Company and such statutes, regulations and other instruments as we deemed necessary or advisable for purposes of this opinion, including (i) the Registration Statement, (ii) certain resolutions adopted by the board of directors of the Company, (iii) the Plan, and (iv) such other certificates, instruments, and documents as we have considered necessary for purposes of this opinion. As to any facts material to our opinions, we have made no independent investigation or verification of such facts and have relied, to the extent that we deem such reliance proper, upon certificates of public officials and officers or other representatives of the Company.

We have assumed (i) the legal capacity of all natural persons, (ii) the genuineness of all signatures, (iii) the authority of all persons signing all documents submitted to us on behalf of the parties to such documents, (iv) the authenticity of all documents submitted to us as originals, (v) the conformity to authentic original documents of all documents submitted to us as copies, (vi) that all information contained in all documents reviewed by us is true, correct and complete, and (vii) that the Shares will be issued in accordance with the terms of the Plan.

Based on the foregoing and subject to the limitations set forth herein, and having due regard for the legal considerations we deem relevant, we are of the opinion that the Shares have been duly authorized and, when the Shares are issued by the Company in accordance with the terms of the Plan and the instruments executed pursuant to the Plan, as applicable, the Shares will be validly issued, fully paid and non-assessable.

This opinion is limited in all respects to the General Corporation Law of the State of Delaware. We express no opinion as to any other law or any matter other than as expressly set forth above, and no opinion as to any other law or matter may be inferred or implied herefrom. The opinions expressed herein are rendered as of the date hereof and we expressly disclaim any obligation to update this letter or advise you of any change in any matter after the date hereof.

This opinion may be filed as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Act.

Very truly yours,

/s/ Vinson & Elkins L.L.P.
Vinson & Elkins L.L.P

Vinson & Elkins LLP Attorneys at Law
Austin Dallas Dubai Houston London Los Angeles New York
Richmond Riyadh San Francisco Tokyo Washington

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US 8489844

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports dated March 9, 2021, relating to the financial statements of comScore Inc. and subsidiaries (the "Company") and the effectiveness of the Company's internal control over financial reporting, appearing in the Company's Annual Report on Form 10-K for the year ended December 31, 2020.

/s/ Deloitte & Touche LLP

McLean, Virginia
December 23, 2021

SHAREABLEE, INC.
2013 STOCK OPTION/STOCK ISSUANCE PLAN

ARTICLE ONE

GENERAL PROVISIONS

I. PURPOSE OF THE PLAN

This Plan is intended to promote the interests of Shareablee, Inc., a Delaware corporation (the “*Corporation*”), by providing eligible persons employed by or serving the Corporation with the opportunity to acquire a proprietary interest, or otherwise increase their proprietary interest, in the Corporation as an incentive for them to continue in such employ or service of the Corporation.

Capitalized terms herein shall have the meanings assigned to such terms in the attached Appendix.

II. STRUCTURE OF THE PLAN

A. The Plan shall be divided into two separate equity programs:

(1) the Option Grant Program under which eligible persons may, at the discretion of the Plan Administrator, be granted options to purchase shares of Common Stock, and

(2) the Stock Issuance Program under which eligible persons may, at the discretion of the Plan Administrator, be issued shares of Common Stock directly, either through the immediate purchase of such shares or as a bonus for services rendered to the Corporation (or any Parent or Subsidiary).

B. The provisions of Articles One and Four shall apply to both equity programs under the Plan and shall accordingly govern the interests of all persons under the Plan.

III. ADMINISTRATION OF THE PLAN

A. The Board shall administer the Plan. However, any or all administrative functions otherwise exercisable by the Board may be delegated to the Committee. Members of the Committee shall serve for such period of time as the Board may determine and shall be subject to removal by the Board at any time. The Board may also at any time terminate the functions of the Committee and reassume all powers and authority previously delegated to the Committee. The Board or the Committee, as the case may be, shall serve as the Plan Administrator.

B. The Plan Administrator shall have full power and authority (subject to the provisions of the Plan) to establish such rules and regulations as it may deem appropriate for proper administration of the Plan and to make such determinations under, and issue such interpretations of, the Plan and any outstanding options or stock issuances thereunder as it may deem necessary or advisable. Decisions of the Plan Administrator shall be final and binding on all parties who have an interest in the Plan or any option grant or stock issuance thereunder. The Plan Administrator may, at the expense of the Corporation, employ legal counsel and such other professional advisors as it may deem appropriate for the proper administration of the Plan and may rely on advice received from such counsel or advisors.

C. The Plan Administrator shall have full authority to determine, (1) with respect to the grants made under the Option Grant Program, which eligible persons are to receive such grants, the time or times when those grants are to be made, the number of shares to be covered by each such grant, the status of the granted option as either an Incentive Option or a Non-Statutory Option, the time or times when each option is to become exercisable, the vesting schedule (if any) applicable to the option shares and the maximum term for which the option is to remain outstanding, and (2) with respect to stock issuances made under the Stock Issuance Program, which eligible persons are to receive such issuances, the time or times when those issuances are to be made, the number of shares to be issued to each Participant, the vesting schedule (if any) applicable to the issued shares and the consideration to be paid by the Participant for such shares. Each option grant or stock issuance approved by the Plan Administrator shall be evidenced by the appropriate documentation.

IV. ELIGIBILITY

A. The persons eligible to participate in the Plan are as follows:

(1) Employees,

(2) non-employee members of the Board or the non-employee members of the board of directors of any Parent or Subsidiary, and

(3) consultants and other independent contractors or advisors who provide services to the Corporation (or any Parent or Subsidiary).

B. The Plan Administrator shall have the absolute discretion either to grant options in accordance with the Option Grant Program or to effect stock issuances in accordance with the Stock Issuance Program.

V. STOCK SUBJECT TO THE PLAN

A. The stock issuable under the Plan shall be shares of authorized but unissued or reacquired shares of Common Stock. The maximum number of shares of Common Stock that may be issued and outstanding or subject to options outstanding under the Plan shall not exceed One Million (1,000,000) shares.

B. Shares of Common Stock subject to outstanding options shall be available for subsequent issuance under the Plan to the extent (1) the options expire or terminate for any reason prior to exercise in full or (2) the options are cancelled in accordance with the cancellation-regrant provisions of Article Two. Unvested Shares issued under the Plan and subsequently repurchased by the Corporation pursuant to the Corporation's repurchase rights or rights of first refusal under the Plan shall be added back to the number of shares of Common Stock reserved for issuance under the Plan and shall accordingly be available for reissuance through one or more subsequent option grants or direct stock issuances under the Plan.

C. Should any change be made to the Common Stock by reason of any stock split, stock dividend, recapitalization, combination of shares, exchange of shares or other change affecting the outstanding Common Stock as a class without the Corporation's receipt of consideration, appropriate adjustments shall be made to (1) the maximum number and/or class of securities issuable under the Plan and (2) the number and/or class of securities and the exercise price per share in effect under each outstanding option in order to prevent the dilution or enlargement of rights and benefits thereunder. The adjustments determined by the Plan Administrator shall be final, binding and conclusive. In no event shall any such adjustments be made in connection with the conversion of one or more outstanding shares of the Corporation's preferred stock into shares of Common Stock.

D. The grant of options or the issuance of shares of Common Stock under the Plan shall in no way affect the right of the Corporation to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

ARTICLE TWO

OPTION GRANT PROGRAM

I. OPTION TERMS

Each option shall be evidenced by one or more documents in the form approved by the Plan Administrator; *provided, however*, that each such document shall comply with the terms specified below. Each document evidencing an Incentive Option shall, in addition, be subject to the provisions of the Plan applicable to such options.

A. Exercise Price.

1. The Plan Administrator shall fix the exercise price per share in accordance with the following provisions:

(a) The exercise price per share shall not be less than one hundred percent (100%) of the Fair Market Value per share of Common Stock on the option grant date.

(b) If the person to whom the option is granted is a ten percent (10%) Stockholder, then the exercise price per share shall not be less than one hundred ten percent (110%) of the Fair Market Value per share of Common Stock on the option grant date.

2. The exercise price shall become immediately due upon exercise of the option and shall, subject to the provisions of Section I of Article Four and the documents evidencing the option, be payable in cash or check made payable to the Corporation. Should the Common Stock be registered under Section 12 of the 1934 Act at the time the option is exercised, then the exercise price (and any applicable withholding taxes) may also be paid as follows:

(a) in shares of Common Stock held for the requisite period necessary to avoid a charge to the Corporation's earnings for financial reporting purposes and valued at Fair Market Value on the Exercise Date, or

(b) to the extent the option is exercised for Vested Shares, through a special sale and remittance procedure pursuant to which the Optionee shall concurrently provide irrevocable written instructions (i) to a Corporation-designated brokerage firm to effect the immediate sale of the purchased shares and remit to the Corporation, out of the sale proceeds available on the settlement date, sufficient funds to cover the aggregate exercise price payable for the purchased shares plus all applicable Federal, state and local income and employment taxes required to be withheld by the Corporation by reason of such exercise and (ii) to the Corporation to deliver the certificates for the purchased shares directly to such brokerage firm in order to complete the sale.

Except to the extent such sale and remittance procedure is utilized, payment of the exercise price for the purchased shares must be made on the Exercise Date.

B. **Exercise and Term of Options.** Each option shall be exercisable at such time or times, during such period and for such number of shares as shall be determined by the Plan Administrator and set forth

in the documents evidencing the option grant. However, no option shall have a term in excess of ten (10) years measured from the option grant date.

C. **Effect of Termination of Service.**

1. The following provisions shall govern the exercise of any options held by the Optionee that remain outstanding at the time of cessation of Service or death:

(a) Should the Optionee cease to remain in Service for any reason other than death, Disability or Misconduct, then each option shall be exercisable for the number of shares subject to the option that were Vested Shares at the time of the Optionee's cessation of Service and shall remain exercisable until the close of business on the *earlier* of (i) the three month anniversary of the date Service ceases or (ii) the expiration date of the option.

(b) Should the Optionee cease to remain in Service by reason of death or Disability, then each option shall be exercisable for the number of shares subject to the option which were Vested Shares at the time of the Optionee's cessation of Service and shall remain exercisable until the close of business on the *earlier* of (i) the twelve (12) month anniversary of the date Service ceases or (ii) expiration date of the option.

(c) No additional vesting will occur after the date the Optionee's Service ceases, and the option shall immediately terminate with respect to the Unvested Shares. Upon the expiration of any post-Service exercise period or (if earlier) upon the expiration date of the term of the option, the option shall terminate with respect to the Vested Shares.

(d) Should the Optionee's Service be terminated for Misconduct or should the Optionee otherwise engage in Misconduct, then the options remaining outstanding shall terminate immediately with respect to all shares.

2. The Plan Administrator shall have the discretion, exercisable either at the time an option is granted or at any time while the option remains outstanding, to:

(a) extend the period of time for which the option is to remain exercisable following the Optionee's cessation of Service from the period otherwise in effect for that option to such greater period of time as the Plan Administrator shall deem appropriate, but in no event beyond the 15th day of the third month following the date at which, or December 31st of the calendar year in which, the exercise period would otherwise have expired had it not been extended, and/or

(b) permit the option to be exercised, during the applicable post-Service exercise period, not only with respect to the number of Vested Shares for which such option is exercisable at the time of the Optionee's cessation of Service but also with respect to one or more additional installments in which the Optionee would have vested under the option had the Optionee continued in Service.

D. **Stockholder Rights.** The holder of an option shall have no stockholder rights with respect to the shares subject to the option until such person shall have exercised the option, paid the exercise price and become a holder of record of the purchased shares.

E. **Unvested Shares.** The Plan Administrator shall have the discretion to grant options that are exercisable for Unvested Shares. Should the Optionee cease Service while holding such Unvested Shares, the Corporation shall have the right to repurchase, at the *lower* of (1) the exercise price paid per share or (2) the Fair Market Value per share on the date the Optionee's Service ceased. Once the Corporation exercises its repurchase right, the Optionee shall have no further stockholder rights with respect to those shares. The terms

upon which such repurchase right shall be exercisable (including the period and procedure for exercise and the appropriate vesting schedule for the purchased shares) shall be established by the Plan Administrator and set forth in the document evidencing such repurchase right. Any repurchase must be made in compliance with the relevant provisions of Delaware law.

F. **First Refusal Rights.** Until such time as the Common Stock is first registered under Section 12 of the 1934 Act, the Corporation shall have the right of first refusal with respect to any proposed disposition by the Optionee (or any successor in interest) of any shares of Common Stock issued under the Plan. Such right of first refusal shall be exercisable in accordance with the terms established by the Plan Administrator and set forth in the document evidencing such right.

G. **Limited Transferability of Options.** During the lifetime of an Optionee, an Incentive Option shall be exercisable only by the Optionee and shall not be assignable or transferable other than by will or by the laws of descent and distribution following the Optionee's death. However, a Non-Statutory Option may, in connection with the Optionee's estate plan, be assigned in whole or in part during the Optionee's lifetime to one or more members of the Optionee's immediate family (as defined in Rule 701 promulgated by the Securities and Exchange Commission) or to a trust established exclusively for one or more such family members or to the Optionee's former spouse, to the extent such assignment is in connection with the Optionee's estate plan or pursuant to a domestic relations order. The assigned portion may only be exercised by the person or persons who acquire a proprietary interest in the Non-Statutory Option pursuant to the assignment. The terms applicable to the assigned portion shall be the same as those in effect for the option immediately prior to such assignment and shall be set forth in such documents issued to the assignee as the Plan Administrator may deem appropriate. Notwithstanding the foregoing, the Optionee may also designate one or more persons as the beneficiary or beneficiaries of his or her outstanding options under the Plan, and those options shall, in accordance with such designation, automatically be transferred to such beneficiary or beneficiaries upon the Optionee's death while holding those options. Such beneficiary or beneficiaries shall take the transferred options subject to all the terms and conditions of the applicable agreement evidencing each such transferred option, including (without limitation) the limited time period during which the option may be exercised following the Optionee's death.

II. INCENTIVE OPTIONS

The terms specified below shall be applicable to all Incentive Options. Except as modified by the provisions of this Section II, all the provisions of Articles One, Two and Four shall be applicable to Incentive Options. Options that are specifically designated as Non-Statutory Options when issued under the Plan shall not be subject to the terms of this Section II.

A. **Eligibility.** Incentive Options may only be granted to Employees.

B. **Dollar Limitation.** The aggregate Fair Market Value of the shares of Common Stock (determined as of the respective date or dates of grant) for which one or more options granted to any Employee under the Plan (or any other option plan of the Corporation or any Parent or Subsidiary) may for the first time become exercisable as Incentive Options during any one calendar year shall not exceed \$100,000. To the extent the Employee holds two or more such options which become exercisable for the first time in the same calendar year, the foregoing limitation on the exercisability of such options as Incentive Options shall be applied on the basis of the order in which such options are granted.

C. **10% Stockholder.** If any Employee to whom an Incentive Option is granted is a 10% Stockholder, then the exercise price per share shall not be less than 110% of the Fair Market Value per share of Common Stock on the option grant date and the option term shall not exceed five years measured from the option grant date.

III. CHANGE IN CONTROL

A. The Plan Administrator shall have the discretion, exercisable either at the time the option is granted or at any time while the option remains outstanding, to structure or amend one or more options so that the option shall become immediately exercisable and some or all of the shares subject to those options shall automatically become Vested Shares (and some or all of the repurchase rights of the Corporation with respect to the Unvested Shares subject to those options shall immediately terminate) upon the consummation of a Change in Control, or another specified event or otherwise continued in effect upon the Optionee's Involuntary Termination within a designated period following a specified event.

B. In addition, the Plan Administrator may structure or amend any option grant under the Plan to provide that one or more of the Corporation's outstanding repurchase rights with respect to some or all of the shares held by the Optionee at the time of a Change in Control or other specified event, or the Optionee's Involuntary Termination following a specified event shall immediately terminate on an accelerated basis, and the shares subject to those terminated rights shall become Vested Shares at that time.

C. The portion of any Incentive Option accelerated in connection with a Change in Control shall remain exercisable as an Incentive Option only to the extent the applicable \$100,000 limitation set forth in Section II.B. of Article Two is not exceeded. To the extent such dollar limitation is exceeded, the accelerated portion of such option shall be exercisable as a Non-Statutory Option under the Federal tax laws

D. Options may be assumed by the successor corporation (or parent thereof) in a Change in Control, or otherwise continued in full force and effect pursuant to the terms of the Change in Control transaction. Each option that is assumed in connection with a Change in Control or otherwise continued in effect shall be appropriately adjusted, immediately after the consummation of such Change in Control, to apply to the number and class of securities that would have been issuable to the Optionee upon consummation of such Change in Control, had the option been exercised immediately prior to such Change in Control. Appropriate adjustments to reflect such Change in Control transaction shall also be made to (1) the number and class of securities available for issuance under the Plan following the consummation of such Change in Control and (2) the exercise price payable per share under each outstanding option, *provided* the aggregate exercise price payable for such securities shall remain the same. To the extent the holders of the Common Stock receive cash consideration for their Common Stock in consummation of the Change in Control and the outstanding options are assumed by the successor corporation under this Plan, then the successor corporation may substitute one or more shares of its own Common Stock based on a fair market value equivalent to the cash consideration paid per share to the holders of the Common Stock in such Change in Control transaction.

E. The grant of options under the Plan shall in no way affect the right of the Corporation to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

IV. CANCELLATION AND REGRANT OF OPTIONS

The Plan Administrator shall have the authority to effect, at any time and from time to time, with the consent of the affected option holders, the cancellation of any or all outstanding options under the Plan and to grant in substitution therefor new options covering the same or different number of shares of Common Stock.

ARTICLE THREE

STOCK ISSUANCE PROGRAM

I. STOCK ISSUANCE TERMS

Shares of Common Stock may be issued under the Stock Issuance Program through direct and immediate issuances. Each such stock issuance shall be evidenced by a Stock Issuance Agreement that complies with the terms specified below.

A. Purchase Price.

1. The Plan Administrator shall fix the purchase price per share.
2. Shares of Common Stock may be issued under the Stock Issuance Program for any of the following items of consideration which the Plan Administrator may deem appropriate in each individual instance:
 - (a) cash or check made payable to the Corporation,
 - (b) a promissory note (to the extent permitted by Section I of Article Four); or
 - (c) any other valid consideration under the Delaware General Corporation Law.

B. Vesting Provisions.

1. Shares of Common Stock issued under the Stock Issuance Program may, in the discretion of the Plan Administrator, be Vested Shares or may vest in one or more installments over the Participant's period of Service or upon attainment of specified performance objectives.
2. Any new, substituted or additional securities or other property (including money paid other than as a regular cash dividend) which the Participant may have the right to receive with respect to the Participant's Unvested Shares by reason of any stock dividend, stock split, recapitalization, combination of shares, exchange of shares or other change affecting the outstanding Common Stock as a class without the Corporation's receipt of consideration shall be issued subject to (a) the same vesting requirements applicable to the Participant's Unvested Shares treated as if acquired on the same date as the Unvested Shares and (b) such escrow arrangements as the Plan Administrator shall deem appropriate.
3. The Participant shall have full stockholder rights with respect to any shares of Common Stock issued to the Participant under the Stock Issuance Program, whether or not the Participant's interest in those shares is vested. Accordingly, the Participant shall have the right to vote such shares and to receive any regular cash dividends paid on such shares.
4. Should the Participant cease to remain in Service while holding one or more Unvested Shares issued under the Stock Issuance Program or should the performance objectives not be attained with respect to one or more such Unvested Shares, then the Corporation shall have the right to repurchase the Unvested Shares at the *lower* of (a) the purchase price paid per share or (b) the Fair Market Value per share on the date Participant's Service ceased or the performance objectives were not attained. The terms upon which such repurchase right shall be exercisable shall be established by the Plan Administrator and set forth in the document evidencing such repurchase right. Any repurchase must be made in compliance with the relevant provisions of Delaware law.

5. The Plan Administrator may in its discretion waive the surrender and cancellation of one or more Unvested Shares (or other assets attributable thereto) which would otherwise occur upon the non-completion of the vesting schedule applicable to such shares. Such waiver shall result in the immediate vesting of the Participant's interest in the shares of Common Stock as to which the waiver applies. Such waiver may be effected at any time, whether before or after the Participant's cessation of Service or attainment of the applicable performance objectives.

II. CHANGE IN CONTROL

A. The Plan Administrator shall have the discretionary authority, exercisable either at the time the Unvested Shares are issued or any time while the Corporation's repurchase rights with respect to those shares remain outstanding, to provide that some or all of those rights shall automatically terminate in whole or in part on an accelerated basis, and some or all of the shares of Common Stock subject to those terminated rights shall immediately become Vested Shares, in the event of a Change of Control or other event or the Participant's Service is terminated by reason of an Involuntary Termination within a designated period following a Change in Control or any other specified event.

B. The Plan Administrator shall have the discretion, exercisable either at the time the Unvested Shares are issued or at any time while the Corporation's repurchase right remains outstanding, to provide for the automatic termination of one or more outstanding repurchase rights, and the immediate vesting of the shares of Common Stock subject to those rights, upon the consummation of a Change of Control, whether or not those repurchase rights are assigned in connection with the Change of Control.

ARTICLE FOUR

MISCELLANEOUS

I. FINANCING

The Plan Administrator may permit any Optionee or Participant to pay the option exercise price under the Option Grant Program or the purchase price for shares issued under the Stock Issuance Program by delivering a full-recourse, market rate interest-bearing promissory note payable in one or more installments. The Plan Administrator may, in its sole discretion, require that the promissory note be secured by the purchased shares. In no event may the maximum credit available to the Optionee or Participant exceed the sum of (A) the aggregate option exercise price or purchase price payable for the purchased shares (less the par value) plus (B) any Federal, state and local income and employment tax liability incurred by the Optionee or the Participant in connection with the option exercise or share purchase.

II. FIRST REFUSAL RIGHTS

The Corporation shall have the right of first refusal with respect to any proposed disposition by the Optionee or Participant (or any successor in interest) of any shares of Common Stock issued under the Plan. Such right of first refusal shall be exercisable and lapse in accordance with the terms established by the Plan Administrator and set forth in the document evidencing such right.

III. SHARE ESCROW/LEGENDS

Unvested Shares may, in the Plan Administrator's discretion, be held in escrow by the Corporation until the Unvested Shares vest or may be issued directly to the Participant or Optionee with restrictive legends on the certificates evidencing the fact that the Participant or Optionee does not have a vested right to them.

IV. EFFECTIVE DATE AND TERM OF PLAN

A. The Plan shall become effective when adopted by the Board, but no option granted under the Plan may be exercised, and no shares shall be issued under the Plan, until the Corporation's stockholders approve the Plan. If such stockholder approval is not obtained within twelve (12) months after the date of the Board's adoption of the Plan, then all options previously granted under the Plan shall terminate and cease to be outstanding, and no further options shall be granted and no shares shall be issued under the Plan. Subject to such limitation, the Plan Administrator may grant options and issue shares under the Plan at any time after the effective date of the Plan and before the date fixed herein for termination of the Plan.

B. The Plan shall terminate upon the *earlier* of (1) the expiration of the ten (10) year period measured from the date the Plan is adopted by the Board, (2) the date on which the Plan is approved by the shareholders, (3) the date on which all shares available for issuance under the Plan shall have been issued as fully-vested shares or (4) termination by the Board. All options and unvested stock issuances outstanding at the time of the termination of the Plan shall continue in effect in accordance with the provisions of the documents evidencing those options or issuances.

V. AMENDMENT OR TERMINATION OF THE PLAN

A. The Board shall have complete and exclusive power and authority to amend or terminate the Plan or any awards made thereunder in any or all respects. However, no such amendment or termination shall adversely affect the rights and obligations with respect to options or unvested stock issuances at the time outstanding under the Plan unless the Optionee or the Participant consents to such amendment or termination. In addition, certain amendments, including amendments that increase the share reserve or change the class of individuals eligible to receive grants pursuant to the Plan, may require stockholder approval pursuant to applicable laws and regulations.

B. Options may be granted under the Option Grant Program and shares may be issued under the Stock Issuance Program which are in each instance in excess of the number of shares of Common Stock then available for issuance under the Plan, provided any excess shares actually issued under those programs shall be held in escrow until there is obtained stockholder approval of an amendment sufficiently increasing the number of shares of Common Stock available for issuance under the Plan. If such stockholder approval is not obtained within twelve (12) months after the date the first such excess grants or issuances are made, then (1) any unexercised options granted on the basis of such excess shares shall terminate and (2) the Corporation shall promptly refund to the Optionees and the Participants the exercise or purchase price paid for any excess shares issued under the Plan and held in escrow, together with interest (at the applicable Short Term Federal Rate) for the period the shares were held in escrow, and such shares shall thereupon be automatically cancelled and cease to be outstanding.

VI. USE OF PROCEEDS

Any cash proceeds received by the Corporation from the sale of shares of Common Stock under the Plan shall be used for any corporate purpose.

VII. WITHHOLDING

The Corporation's obligation to deliver shares of Common Stock upon the exercise of any options granted under the Plan or upon the issuance or vesting of any shares issued under the Plan shall be subject to the satisfaction of all applicable Federal, state and local income and employment tax withholding requirements.

VIII. REGULATORY APPROVALS

The implementation of the Plan, the granting of any options under the Plan and the issuance of any shares of Common Stock (A) upon the exercise of any option or (B) under the Stock Issuance Program shall be subject to the Corporation's procurement of all approvals and permits required by regulatory authorities having jurisdiction over the Plan, the options granted under it and the shares of Common Stock issued pursuant to it.

IX. NO EMPLOYMENT OR SERVICE RIGHTS

Nothing in the Plan shall confer upon the Optionee or the Participant any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Corporation (or any Parent or Subsidiary employing or retaining such person) or of the Optionee or the Participant, which rights are hereby expressly reserved by each, to terminate such person's Service at any time for any reason, with or without cause and with or without notice.

X. INTERNAL REVENUE CODE SECTION 409A

(a) This Plan is intended to be exempt from the requirements of Section 409A of the Code and the regulations and other guidance issued thereunder ("**Section 409A**"). To the extent applicable, this Plan shall be interpreted in accordance with and incorporate the terms and conditions required for exemption under Section 409A.

(b) Notwithstanding the foregoing, to the extent that the grant of any option or issuance of stock under this Plan is subject to the requirements of Section 409A, then:

(i) no amount shall be payable upon cessation or termination of Service unless such termination constitutes a "**separation from service**" within the meaning of Section 1.409A-1(h) of the Department of Treasury Regulations;

(ii) to the extent any amount payable under the Plan constitutes amounts payable under a "**nonqualified deferred compensation plan**" (as defined in Section 409A) following a "**separation from service**" (as defined in Section 409A), then, notwithstanding any other provision in this Plan to the contrary, such payment will not be made until the date that is six (6) months following the Optionee's or Participant's "**separation from service**," but only if the participant is then deemed to be a "**specified employee**" under Code Section 409A as of the date of such "**separates from service**";

(iii) to the extent any amount payable under the Plan is payable upon a Change of Control, such amount shall only be payable if such Change of Control constitutes a "**Change in Control Event**" within the meaning of Section 409A;

(iv) the underlying award agreement shall set forth such additional provisions as are necessary to satisfy the requirements of Section 409A; and

(v) the Plan and such underlying award agreement shall be interpreted in accordance with and incorporate the terms and conditions required under Section 409A.

APPENDIX

The following definitions shall be in effect under the Plan:

A. “**Board**” shall mean the Corporation’s Board of Directors.

B. “**Change in Control**” shall mean a change in ownership or control of the Corporation effected through any of the following transactions:

(i) a merger, consolidation or other reorganization in which securities representing more than fifty percent (50%) of the total combined voting power of the Corporation’s outstanding securities are beneficially owned, directly or indirectly, by a person or persons different from the person or persons who beneficially owned those securities immediately prior to such transaction, except that any such transaction effected in connection with or to facilitate a private financing of the Corporation that is approved by the Board shall not be deemed to be a Change in Control unless otherwise determined by the Board;

(ii) a sale, transfer or other disposition of all or substantially all of the Corporation’s assets; or

(iii) any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the “beneficial owner” (as defined in Rule 13d-3 under the 1934 Act), directly or indirectly, of securities of the Corporation representing fifty percent (50%) or more of the total voting power represented by the Corporation’s then outstanding voting securities, except that any change in the beneficial ownership of the securities of the Corporation as a result of a private financing of the Corporation that is approved by the Board shall not be deemed to be a Change in Control.

In no event shall any public offering of the Corporation’s securities be deemed to constitute a Change in Control.

C. “**Code**” shall mean the Internal Revenue Code of 1986, as amended.

D. “**Committee**” shall mean a committee of one or more Board members appointed by the Board to exercise one or more administrative functions under the Plan.

E. “**Common Stock**” shall mean the Common Stock, par value \$0.001 per share, of the Corporation.

F. “**Corporation**” shall mean Shareablee, Inc., a Delaware corporation, or the successor to all or substantially all of the assets or the voting stock of Shareablee, Inc. which has assumed the Plan.

G. “**Disability**” shall mean the inability of Optionee to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment and shall be determined by the Plan Administrator on the basis of such medical evidence as the Plan Administrator deems warranted under the circumstances. Disability shall be deemed to constitute Permanent Disability in the event that such Disability is expected to result in death or has lasted or can be expected to last for a continuous period of twelve (12) months or more.

H. “**Employee**” shall mean an individual who is in the employ of the Corporation (or any Parent or Subsidiary), subject to the control and direction of the employer entity as to both the work to be performed and the manner and method of performance.

I. “**Exercise Date**” shall mean the date on which the option has been exercised in accordance with the applicable option documentation.

J. “**Fair Market Value**” per share of Common Stock on any relevant date shall be determined in accordance with the following provisions:

(i) If the Common Stock is at the time listed on the Nasdaq Stock Market, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question, as such price is reported by the National Association of Securities Dealers on the Nasdaq Stock Market and published in *The Wall Street Journal*. If there is no closing selling price for the Common Stock on the date in question, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists.

(ii) If the Common Stock is at the time listed on any stock exchange, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question on the stock exchange determined by the Plan Administrator to be the primary market for the Common Stock, as such price is officially quoted in the composite tape of transactions on such exchange and published in *The Wall Street Journal*. If there is no closing selling price for the Common Stock on the date in question, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists.

(iii) If the Common Stock is at the time neither listed on any stock exchange nor the Nasdaq Stock Market, then the Fair Market Value shall be determined by the Plan Administrator after taking into account available information material to the value of the Company as the Plan Administrator shall deem appropriate.

K. “**Family Member**” shall mean any of the following members of the Optionee’s family: any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

L. “**Incentive Option**” shall mean an option that satisfies the requirements of Code Section 422.

M. “**Involuntary Termination**” shall mean:

(i) the termination of the Optionee’s or Participant’s Service by reason of Optionee’s or Participant’s involuntary dismissal or discharge by the Corporation or Parent or Subsidiary employing Participant for reasons other than Misconduct, or

(ii) the Optionee’s or Participant’s voluntary resignation following (A) a material diminution in the Optionee’s or Participant’s base compensation, (B) a material diminution in the Optionee’s or Participant’s authority, duties or responsibilities, (C) a material diminution in the authority, duties or responsibilities of the supervisor to whom the Optionee or Participant is required to report, including a requirement that the Optionee or Participant report to a corporate officer or employee instead of directly to the board of directors, (D) a material diminution in the budget over which the Optionee or Participant retains authority, (E) a material change in geographic location at which the Optionee or Participant must perform the services, or (F) any other action or inaction that constitutes a material breach by the Corporation of this agreement.

N. “**Misconduct**” shall mean (i) the commission of any act of fraud, embezzlement or dishonesty by the Optionee or Participant, (ii) any unauthorized use or disclosure by such person of confidential information or trade secrets of the Corporation (or any Parent or Subsidiary), or (iii) any other intentional

misconduct by such person adversely affecting the business or affairs of the Corporation (or any Parent or Subsidiary) in a material manner; *provided, however*, that if the term or concept has been defined in a written employment agreement between the Corporation and the Optionee or Participant, then Misconduct shall have the definition set forth in such employment agreement while such agreement is in effect. The foregoing definition shall not in any way preclude or restrict the right of the Corporation (or any Parent or Subsidiary) to discharge or dismiss any Optionee, Participant or other person in the Service of the Corporation (or any Parent or Subsidiary) for any other acts or omissions, but such other acts or omissions shall not be deemed, for purposes of the Plan, to constitute grounds for termination for Misconduct.

O. “**1934 Act**” shall mean the Securities Exchange Act of 1934, as amended.

P. “**Non-Statutory Option**” shall mean an option not intended to satisfy the requirements of Code Section 422.

Q. “**Option Grant Program**” shall mean the option grant program in effect under the Plan.

R. “**Optionee**” shall mean any person to whom an option is granted under the Plan.

S. “**Parent**” shall mean any corporation (other than the Corporation) in an unbroken chain of corporations ending with the Corporation, provided each corporation in the unbroken chain (other than the Corporation) owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

T. “**Participant**” shall mean any person who is issued shares of Common Stock under the Stock Issuance Program.

U. “**Plan**” shall mean the Shareablee, Inc. 2013 Stock Option/Stock Issuance Plan, as set forth in this document.

V. “**Plan Administrator**” shall mean either the Board or the Committee acting in its capacity as administrator of the Plan.

W. “**Service**” shall mean the Optionee’s or Participant’s performance of services for the Corporation (or any Parent or Subsidiary, whether now existing or subsequently established) in the capacity of an Employee, a non-employee member of the board of directors or a consultant or independent advisor. For purposes of this Agreement, the Optionee or Participant shall be deemed to cease Service immediately upon the occurrence of either of the following events: (i) the Optionee or Participant no longer performs services in any of the foregoing capacities for the Corporation or any Parent or Subsidiary or (ii) the entity for which the Optionee or Participant is performing such services ceases to remain a Parent or Subsidiary of the Corporation, even though the Optionee or Participant may subsequently continue to perform services for that entity. Service shall not be deemed to cease during a period of military leave, sick leave or other personal leave approved by the Corporation; provided, however, that should such leave of absence exceed three (3) months, then for purposes of determining the period within which the Option (if designated as an Incentive Option in the Grant Notice) may be exercised as such an Incentive Option under the federal tax laws, the Optionee’s or Participant’s Service shall be deemed to cease on the first day immediately following the expiration of such three (3)-month period, unless Optionee is provided with the right to return to Service following such leave either by statute or by written contract. Except to the extent otherwise required by law or expressly authorized by the Plan Administrator or by the Corporation’s written policy on leaves of absence, no Service credit shall be given for vesting purposes for any period the Optionee or Participant is on a leave of absence.

X. “**Stock Issuance Agreement**” shall mean the agreement entered into by the Corporation and the Participant at the time of issuance of shares of Common Stock under the Stock Issuance Program.

Y. “**Stock Issuance Program**” shall mean the stock issuance program in effect under the Plan.

Z. “**Subsidiary**” shall mean any corporation (other than the Corporation) in an unbroken chain of corporations beginning with the Corporation, provided each corporation (other than the last corporation) in the unbroken chain owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

AA. “**10% Stockholder**” shall mean the owner of stock (as determined under Code Section 424(d)) possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Corporation (or any Parent or Subsidiary).

AB. “**Unvested Shares**” shall mean shares of Common Stock that have not vested in accordance with the vesting schedule applicable to those shares or any special vesting acceleration provisions and which are subject to the Corporation’s repurchase right.

AC. “**Vested Shares**” shall mean shares of Common Stock that have vested in accordance with the vesting schedule applicable to those shares or any special vesting acceleration provisions and which are no longer subject to the Corporation’s repurchase right.

**AMENDMENT NO. 1
TO
SHAREABLEE, INC.
2013 STOCK OPTION/STOCK ISSUANCE PLAN**

Effective as of April 25, 2014

WHEREAS, Shareablee, Inc. (the "Company") sponsors and maintains the Shareablee, Inc. 2013 Stock Option/Stock Issuance Plan (the "Plan"),

WHEREAS, the Company reserved 1,000,000 shares of the Company's common stock, par value \$0.001 per share (the "Common Stock"), for issuance under the Plan;

WHEREAS, the Company's Board of Directors (the "Board") previously approved an amendment to the Plan to increase the number of shares of Common Stock that may be issued under the Plan from 1,000,000 to 2,148,597 shares;

WHEREAS, Article Four of the Plan reserves to the Board, the right to amend the Plan at any time **and** from time to time;

NOW, THEREFORE, effective as of the date hereof, Article I, Section V(A) of the Plan is hereby amended and restated in its entirety, to read as follows:

"A. The stock issuable under the Plan shall be shares of authorized but unissued or reacquired shares of Common Stock. The maximum number of shares of Common Stock that may be issued and outstanding or subject to options outstanding under the Plan shall not exceed Two Million One Hundred Forty Eight Thousand Five Hundred Ninety Seven (2,148,597) shares.

Except as expressly amended herein, the Plan and all of the provisions contained therein shall remain in full force and effect.

**AMENDMENT NO. 2
TO
SHAREABLEE, INC.
2013 STOCK OPTION/STOCK ISSUANCE PLAN**

Effective as of January 27, 2015

WHEREAS, Shareablee, Inc. (the "Corporation") sponsors and maintains the Shareablee, Inc. 2013 Stock Option/Stock Issuance Plan, as amended (the "Plan");

WHEREAS, there are currently 2,148,597 shares of the Corporation's common stock, par value \$0.001 per share (the "Common Stock") reserved for issuance under the Plan;

WHEREAS, the Board of Directors of the Corporation (the "Board") believes it is in the best interest of the Corporation to increase the number of shares of Common Stock reserved for issuance under the Plan from 2,148,597 by 1,101,403 shares to 3,250,000;

WHEREAS, the increased number of shares is subject to stockholder approval for the purpose of granting incentive stock options;

WHEREAS, the Board believes it is in the best interest of the Corporation to provide the Plan Administrator (as defined in the Plan) with the discretion to vary the post-termination exercise period of options granted under the Plan from the terms set forth in Article Two, Section I.C.1. of the Plan; and

WHEREAS, Article Four of the Plan reserves to the Board the right to amend the Plan at any time and from time to time;

NOW, THEREFORE, effective as of the date hereof, and subject to stockholder approval with respect to the amendment of Article One, Section V.A., the Plan is amended as follows:

1. Stock Subject to the Plan.

Article One, Section V.A. of the Plan is hereby amended and restated in its entirety, to read as follows:

"A. The stock issuable under the Plan shall be shares of authorized but unissued or reacquired shares of Common Stock. The maximum number of shares of Common Stock that may be issued and outstanding or subject to options outstanding under the Plan shall not exceed THREE MILLION TWO HUNDRED FIFTY THOUSAND (3,250,000) shares."

2. Effect of Termination of Service.

The introductory clause of Article Two, Section I.C.1. is hereby amended and restated in its entirety, to read as follows:

"Except as set forth in the documents evidencing an option grant, the following provisions shall govern the exercise of any options held by the Optionee that remain outstanding at the time of cessation of Service or death:"

Except as expressly amended herein, the Plan and all of the provisions contained therein shall remain in full force and effect.

**AMENDMENT NO. 3
TO
SHAREABLEE, INC.
2013 STOCK OPTION/STOCK ISSUANCE PLAN**

Effective as of May 1, 2021

WHEREAS, the Company sponsors and maintains the Shareablee, Inc. 2013 Stock Option/Stock Issuance Plan, as amended (the "Plan");

WHEREAS, there are currently 3,250,000 shares of the Company's common stock, par value \$0.001 per share (the "Common Stock") reserved for issuance under the Plan;

WHEREAS, the Board of Directors of the Company (the "Board") believes it is in the best interest of the Company to increase the number of shares of Common Stock reserved for issuance under the Plan from 3,250,000 by 1,250,000 to 4,500,000;

WHEREAS, the increased number of shares is subject to stockholder approval for the purpose of granting incentive stock options; and

WHEREAS, Article Four of the Plan reserves to the Board the right to amend the Plan at any time and from time to time;

NOW, THEREFORE, effective as of the date hereof, and subject to stockholder approval with respect to the amendment of Article One, Section V.A., the Plan is amended as follows:

1. Stock Subject to the Plan.

Article One, Section V.A. of the Plan is hereby amended and restated in its entirety, to read as follows:

"A. The stock issuable under the Plan shall be shares of authorized but unissued or reacquired shares of Common Stock. The maximum number of shares of Common Stock that may be issued and outstanding or subject to options outstanding under the Plan shall not exceed FOUR MILLION FIVE HUNDRED THOUSAND (4,500,000) shares."

Except as expressly amended herein, the Plan and all of the provisions contained therein shall remain in full force and effect.

COMSCORE, INC.

Restricted Stock Units Award Agreement

This RESTRICTED STOCK UNITS AWARD AGREEMENT (this “**Agreement**”) is made as of November 29, 2021 (the “**Date of Grant**”), by and between comScore, Inc., a Delaware corporation (the “**Company**”), and Jonathan Carpenter (the “**Grantee**”).

1. **Grant of RSUs.** Subject to and upon the terms, conditions and restrictions set forth in this Agreement, pursuant to approval by at least a majority of the Company’s independent directors, the Company has granted to the Grantee as of the Date of Grant 451,977 restricted stock units (“**RSUs**”). Each RSU shall represent the right to receive one share of the Company’s common stock, par value \$0.001 per share (“**Common Stock**”), subject to and upon the terms and conditions of this Agreement.

2. **Standalone Award; Administration; Relation to the Company’s 2018 Equity and Incentive Compensation Plan.**

(a) The RSUs awarded pursuant to this Agreement are an inducement for Grantee to accept employment as Chief Financial Officer and Treasurer of the Company, and this award is intended to constitute an “inducement award” within the meaning of NASDAQ Listing Rule 5635(c)(4). This Agreement constitutes a standalone award agreement and the RSUs are not granted pursuant to the Company’s 2018 Equity and Incentive Compensation Plan, as amended (the “**Plan**”), or any other equity compensation plan maintained by the Company or any of its affiliates.

(b) This Agreement and the RSUs shall be administered by the Compensation Committee of the Company’s Board of Directors (the “**Board**”), or any other committee of the Board designated by the Board from time to time to administer this Agreement and the RSUs (the “**Committee**”). Although this Agreement and the RSUs are not granted pursuant to (or subject to) the Plan, with respect to this Agreement and the RSUs, the Committee shall have all of the authority, rights and powers provided in the Plan to the administrative committee thereunder with respect to awards granted under the Plan as if this Agreement and the RSUs were awarded and subject to the Plan. In addition, this Agreement and the RSUs shall be subject to terms and conditions that are the same as those provided under sections 10, 11, 13, 15, 16, 17, and 18 of the Plan (as such sections may be amended from time to time in accordance with the terms of the Plan) as if this Agreement and the RSUs were subject to the Plan, and the Committee shall have all of the authority, rights and powers specified in such sections for the administrative committee under the Plan with respect to this Agreement and the RSUs.

3. **Restrictions on Transfer of RSUs.** Except as otherwise determined by the Committee, neither the RSUs evidenced hereby nor any interest therein or in the shares of 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.** Except as otherwise provided herein, provided that the Grantee remains in continuous service through the applicable vesting date, the RSUs covered by this Agreement shall become nonforfeitable in accordance with the following schedule:

<u>Vesting Date</u>	<u>Number of RSUs That Vest</u>
November 29, 2022	150,659
November 29, 2023	150,659
November 29, 2024	150,659

Each applicable period beginning on the Date of Grant and ending on each “**Vesting Date**” (as set forth above) shall constitute a separate “**Vesting Period**,” and the number of RSUs scheduled to vest at the end of a particular Vesting Period are intended to constitute a “separately identified amount” within the meaning of Treasury regulation 1.409A-2(b)(2)(i). Subject to the terms of this Agreement, the applicable RSUs subject to a Vesting Period that do not become nonforfeitable pursuant to this **Section 4** will be forfeited, including if the Grantee ceases to be in continuous service with the Company or a Subsidiary (as such term is defined in the Plan) prior to the end of an applicable Vesting Period. 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 of the Company or any Subsidiary, a member of the Board or a 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 of the Company or any Subsidiary, member of the Board or consultant to the Company or a Subsidiary (each, a “**Participant Class**”), so long as the Grantee continues serving in another Participant Class. Notwithstanding the foregoing, if Grantee’s service relationship with the Company is terminated (i) by the Company without Cause (as defined in the Grantee’s Severance Agreement with the Company (the “**Severance Agreement**”)) or (ii) by the Grantee for Good Reason (as defined in the Severance Agreement), then, in either such case, (A) if such termination occurs on or after the date that is 21 months after the Date of Grant or within one year following a Change in Control (as such term is defined in the Grantee’s Change of Control Agreement with the Company), then 100% of the RSUs that have not yet become vested pursuant to the above schedule shall immediately become vested and any such termination date shall be treated as a Vesting Date for purposes of this Agreement, and (B) if such termination occurs prior to the date that is 21 months after the Date of Grant and such termination does not occur within one year following a Change in Control, a number of RSUs that have not yet become vested pursuant to the above schedule shall immediately become vested and any such termination date shall be treated as a Vesting Date for purposes of this Agreement, with such number to equal the total number of RSUs subject to this Agreement multiplied by 0.4166667 (rounded up to the nearest whole RSU).

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 Internal Revenue Code of 1986, as amended (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 authorized pursuant to **Section 2(b)** hereof.

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 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 comply with or be exempt from the provisions of Section 409A of the Code. This Agreement shall be administered in a manner consistent with this intent, and any provision that would cause this Agreement 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 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. 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. The Committee has the right to amend, alter, suspend, discontinue or cancel the RSUs, prospectively or retroactively as authorized pursuant to **Section 2(b)** hereof; 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 Securities Exchange Act of 1934 and the rules and regulations thereunder, as amended (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. **Conflicting Provisions; Committee Determinations.** In the event of any inconsistency between the provisions of this Agreement and sections of the Plan referenced in **Section 2(b)** hereof, such sections of the Plan as applicable to this Agreement shall govern. The Committee, as constituted from time to time, shall, except as expressly provided otherwise herein, have the right to determine any questions which arise in connection with this Agreement, and the resolution of any such questions by the Committee shall be final and binding on the Grantee and the Company.

17. **Electronic Delivery.** The Company may, in its sole discretion, deliver any documents related to the RSUs by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and, if requested, agrees to take actions, and the taking of actions, with respect to the RSUs 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 this Agreement by facsimile or in electronic format shall be effective as delivery of a manually executed counterpart of this 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 relationship between the Plan and this Agreement, and (d) agrees to the terms and conditions of this Agreement.

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 as may be in effect from time to time, including 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 OR AS OTHERWISE DIRECTED BY THE COMPANY. 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: /s/ Sara Dunn

Name: Sara Dunn

Title: Senior Vice President, Human Resources

GRANTEE

By: /s/ Jonathan Carpenter

Name: Jonathan Carpenter

Signature Page to
Restricted Stock Units Award Agreement