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UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended September 30, 2026

or

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

For the transition period from to

Commission file number: 001-33520

COMSCORE, INC.

(Exact name of registrant as specified in its charter)

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

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

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

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

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

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

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

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☑	Smaller reporting company	☑
		Emerging growth company	☐

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

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

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date: As of November 5, 2026, there were 15,247,764 shares of the registrant's Common Stock outstanding.

COMSCORE, INC.

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

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SIGNATURE

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

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

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

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

PART I. FINANCIAL INFORMATION

ITEM 1. ***FINANCIAL STATEMENTS***

COMSCORE, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS

(In thousands, except share and per share data)	As of September 30, 2026 (Unaudited)	As of December 31, 2025
Assets		
Current assets:		
Cash and cash equivalents	$ 19,280	$ 23,621
Restricted cash	197	3,179
Accounts receivable, net of allowances of $518 and $496, respectively ($142 and $1,019 of accounts receivable attributable to related parties, respectively)	39,432	57,260
Prepaid expenses and other current assets	16,065	12,210
Total current assets	74,974	96,270
Property and equipment, net	38,616	43,714
Operating right-of-use assets	4,062	8,565
Deferred tax assets	2,628	3,154
Intangible assets, net	632	2,529
Goodwill	127,870	248,636
Other non-current assets	6,231	4,841
Total assets	$ 255,013	$ 407,709
Liabilities, Convertible Redeemable Preferred Stock and Stockholders' Equity		
Current liabilities:		
Accounts payable ($3,533 and $1,762 attributable to related parties, respectively)	$ 22,482	$ 16,956
Accrued expenses ($7,582 and $9,664 attributable to related parties, respectively)	42,059	44,879
Contract liabilities ($— and $754 attributable to related parties, respectively)	31,438	36,575
Customer advances	4,499	7,605
Current operating lease liabilities	6,234	8,783
Other current liabilities	5,066	8,093
Total current liabilities	111,778	122,891
Secured term loan	—	39,297
Non-current operating lease liabilities	803	6,238
Non-current portion of accrued data costs ($13,891 and $18,357 attributable to related parties, respectively)	19,553	24,917
Deferred tax liabilities	—	1,997
Non-current payable to preferred stockholders (related parties)	4,920	4,457
Other non-current liabilities	3,955	6,751
Total liabilities	141,009	206,548
Commitments and contingencies		
Series C convertible redeemable preferred stock, $0.001 par value; 12,670,863 shares authorized, issued and outstanding as of September 30, 2026 and December 31, 2025; aggregate liquidation preference of $183,728 as of September 30, 2026 and December 31, 2025 (related parties)	89,654	89,722
Stockholders' equity:		
Preferred stock, $0.001 par value; 1,329,137 shares authorized as of September 30, 2026 and December 31, 2025; no shares issued or outstanding as of September 30, 2026 or December 31, 2025	—	—
Common stock, $0.001 par value; 46,000,000 shares authorized as of September 30, 2026 and December 31, 2025; 15,586,003 shares issued and 15,247,764 shares outstanding as of September 30, 2026, and 15,214,378 shares issued and 14,876,139 shares outstanding as of December 31, 2025	15	15
Additional paid-in capital	1,784,117	1,781,265
Accumulated other comprehensive loss	(13,275)	(9,862)
Accumulated deficit	(1,516,523)	(1,429,995)
Treasury stock, at cost, 338,239 shares as of September 30, 2026 and December 31, 2025	(229,984)	(229,984)
Total stockholders' equity	24,350	111,439
Total liabilities, convertible redeemable preferred stock and stockholders' equity	$ 255,013	$ 407,709

See accompanying Notes to Condensed Consolidated Financial Statements.

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

(In thousands, except share and per share data)	Three Months Ended September 30, 2026	Three Months Ended September 30, 2025	Nine Months Ended September 30, 2026	Nine Months Ended September 30, 2025
Revenues [1]	$ 76,158	$ 88,906	$ 240,726	$ 264,004
Cost of revenues [1] [2] [3]	47,324	52,783	151,294	157,629
Selling and marketing [2] [3]	11,262	14,551	41,696	46,017
Research and development [2] [3]	6,456	7,184	21,396	23,106
General and administrative [2] [3]	14,566	12,050	42,344	37,397
Amortization of intangible assets	633	633	1,897	1,897
Impairment of goodwill	57,300	—	57,300	—
Restructuring	5,496	—	5,496	—
(Gain) loss on divestiture of business, net	(116)	—	2,566	—
Total expenses from operations	142,921	87,201	323,989	266,046
(Loss) income from operations	(66,763)	1,705	(83,263)	(2,042)
Other income, net	1,256	—	1,673	—
Interest expense, net	(171)	(1,699)	(2,942)	(5,010)
(Loss) gain from foreign currency transactions	(266)	136	1,494	(5,410)
Loss on extinguishment of debt	—	—	(3,970)	—
(Loss) income before income taxes	(65,944)	142	(87,008)	(12,462)
Income tax benefit (provision)	449	311	480	(570)
Net (loss) income	$ (65,495)	$ 453	$ (86,528)	$ (13,032)
Net loss available to common stockholders:				
Net (loss) income	$ (65,495)	$ 453	$ (86,528)	$ (13,032)
Convertible redeemable preferred stock dividends [1]	—	(4,971)	—	(13,904)
Total net loss available to common stockholders	$ (65,495)	$ (4,518)	$ (86,528)	$ (26,936)
Net loss per common share:				
Basic and diluted	$ (4.26)	$ (0.86)	$ (5.67)	$ (5.24)
Weighted-average number of shares used in per share calculation - Common Stock:				
Basic and diluted	15,387,694	5,252,039	15,257,019	5,136,696
Comprehensive (loss) income:				
Net (loss) income	$ (65,495)	$ 453	$ (86,528)	$ (13,032)
Other comprehensive (loss) income:				
Foreign currency cumulative translation adjustment	(479)	(325)	(2,968)	7,590
Total comprehensive (loss) income	$ (65,974)	$ 128	$ (89,496)	$ (5,442)

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

	Three Months Ended September 30, 2026	Three Months Ended September 30, 2025	Nine Months Ended September 30, 2026	Nine Months Ended September 30, 2025
Revenues	$ 714	$ 2,523	$ 1,716	$ 7,412
Cost of revenues	2,686	5,679	8,129	16,880
Convertible redeemable preferred stock dividends	—	(4,971)	—	(13,904)

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

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

	Three Months Ended September 30, 2026	Three Months Ended September 30, 2025	Nine Months Ended September 30, 2026	Nine Months Ended September 30, 2025
Cost of revenues	$ 75	$ 54	$ 145	$ 615
Selling and marketing	9	17	140	524
Research and development	47	31	83	367
General and administrative	842	275	1,341	1,357
Total stock-based compensation expense	$ 973	$ 377	$ 1,709	$ 2,863

See accompanying Notes to Condensed Consolidated Financial Statements.

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

(In thousands, except share data)	Series C Preferred Stock		Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Treasury Stock, At Cost	Total Stockholders' Equity
	Shares	Amount	Shares	Amount					
Balance as of December 31, 2025	**12,670,863**	**$ 89,722**	**14,876,139**	**$ 15**	**$1,781,265**	**$ (9,862)**	**$(1,429,995)**	**$(229,984)**	**$ 111,439**
Net loss	—	—	—	—	—	—	(6,248)	—	(6,248)
Adjustment to issuance costs for recapitalization transaction [1]	—	(68)	—	—	(50)	—	—	—	(50)
Restricted stock units distributed	—	—	147,375	—	—	—	—	—	—
Amortization of stock-based compensation	—	—	—	—	208	—	—	—	208
Settlement of restricted stock unit liability	—	—	—	—	1,586	—	—	—	1,586
Foreign currency translation adjustment	—	—	—	—	—	(1,941)	—	—	(1,941)
Balance as of March 31, 2026	**12,670,863**	**$ 89,654**	**15,023,514**	**$ 15**	**$1,783,009**	**$ (11,803)**	**$(1,436,243)**	**$(229,984)**	**$ 104,994**
Net loss	—	—	—	—	—	—	(14,785)	—	(14,785)
Restricted stock units distributed	—	—	161,821	—	—	—	—	—	—
Payments for taxes related to net share settlement of equity awards	—	—	(1,009)	—	(8)	—	—	—	(8)
Amortization of stock-based compensation	—	—	—	—	260	—	—	—	260
Foreign currency translation adjustment	—	—	—	—	—	(548)	—	—	(548)
Reclassifications due to business divestiture	—	—	—	—	—	(445)	—	—	(445)
Balance as of June 30, 2026	**12,670,863**	**$ 89,654**	**15,184,326**	**$ 15**	**$1,783,261**	**$ (12,796)**	**$(1,451,028)**	**$(229,984)**	**$ 89,468**
Net loss	—	—	—	—	—	—	(65,495)	—	(65,495)
Restricted stock units distributed	—	—	63,804	—	—	—	—	—	—
Payments for taxes related to net share settlement of equity awards	—	—	(366)	—	(2)	—	—	—	(2)
Amortization of stock-based compensation	—	—	—	—	858	—	—	—	858
Foreign currency translation adjustment	—	—	—	—	—	(479)	—	—	(479)
Balance as of September 30, 2026	**12,670,863**	**$ 89,654**	**15,247,764**	**$ 15**	**$1,784,117**	**$ (13,275)**	**$(1,516,523)**	**$(229,984)**	**$ 24,350**

(In thousands, except share data)	Series B Preferred Stock		Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Treasury Stock, At Cost	Total Stockholders' Equity (Deficit)
	Shares	Amount	Shares	Amount					
Balance as of December 31, 2024	**95,784,903**	**$ 207,470**	**4,890,575**	**$ 5**	**$1,714,052**	**$ (18,068)**	**$(1,474,268)**	**$(229,984)**	**$ (8,263)**
Net loss	—	—	—	—	—	—	(3,993)	—	(3,993)
Series B convertible redeemable preferred stock dividends [1]	—	—	—	—	—	—	(4,439)	—	(4,439)
Restricted stock units distributed	—	—	22,511	—	—	—	—	—	—
Amortization of stock-based compensation	—	—	—	—	284	—	—	—	284
Settlement of restricted stock unit liability	—	—	—	—	314	—	—	—	314
Foreign currency translation adjustment	—	—	—	—	—	2,639	—	—	2,639
Balance as of March 31, 2025	**95,784,903**	**$ 207,470**	**4,913,086**	**$ 5**	**$1,714,650**	**$ (15,429)**	**$(1,482,700)**	**$(229,984)**	**$ (13,458)**
Net loss	—	—	—	—	—	—	(9,492)	—	(9,492)
Series B convertible redeemable preferred stock dividends [1]	—	—	—	—	—	—	(4,494)	—	(4,494)
Restricted stock units distributed	—	—	102,420	—	—	—	—	—	—
Payments for taxes related to net share settlement of equity awards	—	—	(726)	—	(3)	—	—	—	(3)
Amortization of stock-based compensation	—	—	—	—	502	—	—	—	502
Foreign currency translation adjustment	—	—	—	—	—	5,276	—	—	5,276
Balance as of June 30, 2025	**95,784,903**	**$ 207,470**	**5,014,780**	**$ 5**	**$1,715,149**	**$ (10,153)**	**$(1,496,686)**	**$(229,984)**	**$ (21,669)**
Net income	—	—	—	—	—	—	453	—	453
Series B convertible redeemable preferred stock dividends [1]	—	—	—	—	—	—	(4,971)	—	(4,971)
Restricted stock units distributed	—	—	1,250	—	—	—	—	—	—
Payments for taxes related to net share settlement of equity awards	—	—	(366)	—	(3)	—	—	—	(3)
Amortization of stock-based compensation	—	—	—	—	258	—	—	—	258
Foreign currency translation adjustment	—	—	—	—	—	(325)	—	—	(325)
Balance as of September 30, 2025	**95,784,903**	**$ 207,470**	**5,015,664**	**$ 5**	**$1,715,404**	**$ (10,478)**	**$(1,501,204)**	**$(229,984)**	**$ (26,257)**

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

See accompanying Notes to Condensed Consolidated Financial Statements.

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

(In thousands)	Nine Months Ended September 30, 2026	2025
Operating activities:		
Net loss	$ (86,528)	$ (13,032)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Impairment of goodwill	57,300	—
Depreciation	17,239	17,650
Non-cash loss on extinguishment of debt	3,477	—
Non-cash operating lease expense	3,268	3,744
Amortization expense of finance leases	2,744	2,794
Amortization of intangible assets	1,897	1,897
Stock-based compensation expense	1,709	2,863
Gain on divestiture of business	(1,294)	—
Deferred tax (benefit) provision	(1,865)	520
Unrealized foreign currency (gain) loss	(2,158)	4,788
Other	1,639	1,984
Changes in operating assets and liabilities:		
Accounts receivable	16,481	13,990
Prepaid expenses and other assets	(1,559)	504
Accounts payable, accrued expenses and other liabilities	5,487	(3,214)
Contract liabilities and customer advances	(5,567)	(8,454)
Operating lease liabilities	(6,577)	(6,545)
Net cash provided by operating activities	5,693	19,489
Investing activities:		
Proceeds from divestiture of business, net of cash transferred	55,740	—
Purchases of property and equipment	(756)	(649)
Capitalized internal-use software costs	(16,689)	(16,757)
Net cash provided by (used in) investing activities	38,295	(17,406)
Financing activities:		
Principal payments of term loan	(44,550)	(338)
Principal payments on finance leases	(3,001)	(2,978)
Principal payments on insurance financing	(1,957)	(1,796)
Payment of preferred stock and common stock issuance costs	(1,219)	—
Contingent consideration payment at initial value	—	(859)
Payment of financing and debt issuance costs	—	(559)
Other	(503)	(6)
Net cash used in financing activities	(51,230)	(6,536)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(81)	868
Net decrease in cash, cash equivalents and restricted cash	(7,323)	(3,585)
Cash, cash equivalents and restricted cash at beginning of period	26,800	33,468
Cash, cash equivalents and restricted cash at end of period	$ 19,477	$ 29,883

	As of September 30, 2026	2025
Cash and cash equivalents	$ 19,280	$ 26,705
Restricted cash	197	3,178
Total cash, cash equivalents and restricted cash	$ 19,477	$ 29,883

	Nine Months Ended September 30,	
	2026	2025
Supplemental cash flow disclosure:		
Interest paid	$ 2,219	$ 3,938
Supplemental disclosures of non-cash investing and financing activities:		
Divestiture escrow receivables and post-close adjustment receivable	$ 4,959	$ —
Settlement of restricted stock unit liability	1,586	314
Modification of operating right-of-use assets	1,136	206
Change in accounts payable and accrued expenses related to capital expenditures	765	749
Right-of-use assets obtained in exchange for finance lease liabilities	484	619
Series B convertible redeemable preferred stock dividends accrued but not yet paid (related parties)	—	13,904

See accompanying Notes to Condensed Consolidated Financial Statements.

COMSCORE, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

1. Organization

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

Realignment Plan and Liquidity

On August 11, 2026, the Company communicated a workforce reduction as part of a broader plan to realign the Company's business, optimize its operations, and invest in long-term growth opportunities. In addition to employee terminations, the plan is expected to include reductions in other corporate costs, expanded use of offshore support, reallocation of commercial and product development resources, contract modifications, and targeted investments in future growth areas. The Company may also determine to exit activities in certain geographic regions in order to more effectively align resources with business priorities. For additional information about the realignment plan, refer to Footnote 11, *Organizational Restructuring.*

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

2. Summary of Significant Accounting Policies

Basis of Presentation and Consolidation

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

Unaudited Interim Financial Information

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

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

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

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

Preferred Stock (Series B and Series C)

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

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

On July 24, 2024, the Company issued 13,257,294 additional shares of Series B Preferred Stock to the existing holders of Series B Preferred Stock in exchange for cancellation of the Company's obligation to pay accrued dividends totaling $32.8 million to such holders for annual dividend periods ended in 2023 and 2024. The additional shares of Series B Preferred Stock had the same terms and conditions as the Series B Preferred Stock previously issued by the Company. In connection with the issuance of the additional shares of Series B Preferred Stock, the Company and the Preferred Stockholders also entered into an amendment to the Stockholders Agreement between the parties. Among other things, the amendment reduced the $100.0 million special dividend threshold set forth in the Stockholders Agreement by an amount equal to the liquidation preference of the additional Series B Preferred Stock ($32.8 million). After further reducing the threshold by annual dividends paid in prior years, the special dividend threshold was $47.0 million.

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

On August 19, 2026, Liberty merged with and into a wholly owned subsidiary of Charter Communications, Inc., which is an affiliate of Charter. As of September 30, 2026, the remaining Preferred Stockholders are Charter and Pine.

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

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

Debt Issuance Costs

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

Loss on Extinguishment of Debt

The Company accounts for its long-term debt in accordance with ASC 470, Debt. When the Company repays or otherwise extinguishes a portion or all of its outstanding debt prior to the stated maturity, and the transaction does not result in a modification, the transaction is accounted for as an extinguishment of debt. Upon an extinguishment of debt, the Company derecognizes the carrying amount of the extinguished portion of the debt, including any associated unamortized debt discount and debt issuance costs. The loss on the extinguishment of debt represents the

difference between the carrying value of the debt and any consideration paid to the creditors and is recognized in the Condensed Consolidated Statement of Operations and Comprehensive (Loss) Income in the period in which the repayment occurred.

Loss Per Share

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

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

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

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Series C convertible preferred stock [(1)]	12,670,863	—	12,670,863	—
Stock options and restricted stock units	1,800,734	246,043	885,220	290,450
Series B convertible preferred stock [(2)]	—	5,151,202	—	4,970,516
Total	14,471,597	5,397,245	13,556,083	5,260,966

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

Income Taxes

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

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

Accounting Guidance Issued But Not Adopted at September 30, 2026

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

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

In November 2024, the FASB issued ASU 2024-03, *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses*. The ASU requires additional disclosure of the nature of certain

expenses in the notes to the financial statements. The update is effective for fiscal years beginning after December 15, 2026, and interim periods within fiscal years beginning after December 15, 2027. Early adoption is permitted. The ASU is required to be applied prospectively with the option for retrospective application. The Company is currently evaluating the impact that this standard will have on its Consolidated Financial Statements and related disclosures.

3. Divestiture of Movies Business

On May 27, 2026 (the "Closing Date"), the Company entered into and closed an Equity Purchase Agreement (the "Purchase Agreement") with an affiliate of Advaya Capital, Flix Buyer Inc. (the "Purchaser"), pursuant to which the Company sold its box office measurement, reporting and analytics business and its Hollywood Software business (collectively, the "Movies Business"), including 100% of the interests of Rentrak, LLC, an Oregon limited liability company and wholly owned subsidiary of the Company, to the Purchaser for an aggregate base purchase price of $70.0 million in cash, subject to customary adjustments and other terms set forth in the Purchase Agreement (the "Movies Transaction"). The adjustments primarily related to cash, working capital balances, indebtedness and other items as defined in the Purchase Agreement. As of September 30, 2026, the estimated adjustments included within the purchase price consideration totaled $7.1 million, including a $0.1 million post-closing adjustment recognized during the third quarter of 2026. However, the final resolution of these adjustments may result in an increase or decrease in the total purchase price consideration for the Movies Transaction. The sale of the Movies Business did not represent a strategic shift that would have a major effect on the Company's operations and financial results in accordance with ASC 205-20, *Presentation of Financial Statements - Discontinued Operations,* and therefore it is not reported as discontinued operations. The results of operations of the Movies Business through the Closing Date are included within continuing operations in the Company's Condensed Consolidated Statements of Operations and Comprehensive (Loss) Income.

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

The Company initially recognized a loss on divestiture of $2.7 million, including direct costs to sell, for the three and six months ended June 30, 2026 in its Condensed Consolidated Statements of Operations and Comprehensive (Loss) Income. During the three months ended September 30, 2026, the Company recognized a gain on divestiture of $0.1 million related to a post-closing adjustment.

Other transaction costs that are not presented within (gain) loss on divestiture of business, net are presented in general and administrative expense in the Condensed Consolidated Statements of Operations and Comprehensive (Loss) Income. For the three and nine months ended September 30, 2026, other transaction costs were $0.1 million and $2.3 million, respectively.

The table below summarizes the calculation of the pre-tax loss on divestiture of business, net for the nine months ended September 30, 2026:

		(In thousands)
Purchase price consideration	$	63,130
Net assets divested [(1)]		(62,281)
Accumulated other comprehensive loss		445
Pre-tax gain on divestiture of business		1,294
Direct costs to sell		(3,860)
Pre-tax loss on divestiture of business, net	$	(2,566)

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

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

Under the terms of certain transition services agreements with affiliates of the Purchaser (the "TSAs"), the Company is obligated to provide certain administrative and operational services for up to nine months from the Closing Date, with optional three-month renewal periods for certain services. The Company recognized income of $1.3 million and $1.7 million for fees associated with the TSAs within other income, net for the three and nine months ended September 30, 2026 in its Condensed Consolidated Statements of Operations and Comprehensive (Loss) Income.

4. Revenue Recognition

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

(In thousands)	Three Months Ended September 30,		Nine Months Ended September 30,	
By solution group:	**2026**	**2025**	**2026**	**2025**
Content & Ad Measurement				
Syndicated Audience	$ 52,442	$ 63,220	$ 168,202	$ 190,677
Cross-Platform	12,186	12,299	37,316	34,761
Total Content & Ad Measurement	64,628	75,519	205,518	225,438
Research & Insight Solutions	11,530	13,387	35,208	38,566
Total	$ 76,158	$ 88,906	$ 240,726	$ 264,004

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

(In thousands)	Three Months Ended September 30,		Nine Months Ended September 30,	
By geographical market:	**2026**	**2025**	**2026**	**2025**
United States	$ 68,248	$ 78,791	$ 213,020	$ 234,345
Europe	4,187	5,988	15,916	17,384
Latin America	1,510	1,813	5,237	5,352
Canada	1,411	1,253	3,792	3,823
Other	802	1,061	2,761	3,100
Total	$ 76,158	$ 88,906	$ 240,726	$ 264,004
By timing of revenue recognition:				
Products and services transferred over time	$ 61,632	$ 75,278	$ 201,299	$ 223,840
Products and services transferred at a point in time	14,526	13,628	39,427	40,164
Total	$ 76,158	$ 88,906	$ 240,726	$ 264,004

Contract Balances

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

	As of	
(In thousands)	**September 30, 2026**	**December 31, 2025**
Accounts receivable, net	$ 39,432	$ 57,260
Current and non-current contract assets	1,390	3,259
Current contract liabilities	31,438	36,575
Current customer advances	4,499	7,605
Non-current contract liabilities	21	314

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

	Nine Months Ended September 30,	
(In thousands)	**2026**	**2025**
Revenue recognized that was included in the opening contract liabilities balance	$ (31,156)	$ (41,327)
Cash received or amounts billed in advance and not recognized as revenue	28,073	32,309

Remaining Performance Obligations

As of September 30, 2026, approximately $135 million of revenue is expected to be recognized from remaining performance obligations that are unsatisfied (or partially unsatisfied) for non-cancelable contracts with an original expected duration of longer than one year. The Company expects to recognize revenue on approximately 21% of these remaining performance obligations during the remainder of 2026, approximately 55% in 2027, and approximately 15% in 2028, with the remainder recognized thereafter.

5. Goodwill

The Company tests goodwill for impairment annually as of October 1, or more frequently when events or changes in circumstances indicate that fair value is below carrying value. In the third quarter of 2026, the Company concluded that it was more likely than not that the estimated fair value of its reporting unit was less than its carrying value. In its assessment, the Company considered the sustained decline in the Company's

stock price and market capitalization, an increase in loss from operations and decrease in net cash provided by operating activities for the nine months ended September 30, 2026, and the Company's announced realignment plan. The fair value of the reporting unit was determined using a discounted cash flow model (a form of the income approach) utilizing Level 3 unobservable inputs, supported by a market approach. The Company relied in part on the work of an independent valuation firm engaged by the Company to provide inputs as to the fair value of the reporting unit and to assist in the related calculations and analysis. The Company's reporting unit did not pass the goodwill impairment test and as a result, the Company recorded a non-cash impairment charge of $57.3 million for the three and nine months ended September 30, 2026.

On May 27, 2026, the Company completed the sale of its Movies Business as further described in Footnote 3, *Divestiture of Movies Business.* Following the divestiture, the Company evaluated the retained portion of the reporting unit for impairment in accordance with ASC 350, *Intangibles - Goodwill and Other*. As part of this evaluation, the Company performed a quantitative impairment test. The fair value of the remaining reporting unit was determined using a discounted cash flow model (a form of the income approach) utilizing Level 3 unobservable inputs, supported by a market approach. The Company relied in part on the work of an independent valuation firm engaged by the Company to provide inputs as to the fair value of the remaining reporting unit and to assist in the related calculations and analysis. The Company's remaining reporting unit passed the goodwill impairment test and as a result, no goodwill impairment was recognized at that time.

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

(In thousands)		
Balance as of December 31, 2024 [1]	$	246,010
Translation adjustments		2,626
Balance as of December 31, 2025		248,636
Divestiture of Movies Business [2]		(62,636)
Impairment		(57,300)
Translation adjustments		(830)
Balance as of September 30, 2026	$	127,870

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

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

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

2021 Issuance of Series B Preferred Stock

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

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

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

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

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

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

2024 Issuance of Series B Preferred Stock

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

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

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

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

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

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

2025 Issuance of Series C Preferred Stock (Recapitalization Transaction)

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

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

For purposes of the Condensed Consolidated Financial Statements, the Recapitalization Transaction was deemed to be an extinguishment of the Series B Preferred Stock and the associated accrued and deferred dividends on the Recapitalization Closing Date. For extinguishments of equity-classified preferred stock, the difference between the fair value of the consideration transferred to the holders of the preferred stock and the carrying amount of the preferred stock immediately before the exchange, net of issuance costs, should be treated as a return from the holders of the preferred stock in a manner similar to dividends paid on preferred stock. For example, any excess of carrying value over fair value is treated

as a contribution from the holders of the preferred stock and recognized within retained earnings as a gain. Therefore, the Company estimated the fair value of the Preferred Stock using a binomial lattice model, a form of the income approach, utilizing Level 3 unobservable inputs. The Company used significant inputs and assumptions which included the price and expected volatility of the Common Stock (into which the Preferred Stock can be converted), risk-adjusted discount rate, risk-free rate, and expected term as of the Recapitalization Closing Date. The Company recorded the fair value of the Preferred Stock, net of issuance costs of $1.4 million, within mezzanine equity on the Condensed Consolidated Balance Sheet. The fair value of the Exchange Common Stock was determined based on the closing market price of the Company's Common Stock on the Recapitalization Closing Date. The Company recorded the fair value of the Exchange Common Stock, net of issuance costs of $1.0 million within permanent equity, with the amount above par value recognized within additional paid-in capital on the Condensed Consolidated Balance Sheet. The Company recorded the present value of the total future fixed payment of $6.0 million to be paid on June 30, 2028 within non-current liabilities on the Condensed Consolidated Balance Sheet.

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

On August 19, 2026, Liberty merged with and into a wholly owned subsidiary of Charter Communications, Inc., which is an affiliate of Charter. In connection with the merger, Charter acquired Liberty's holdings of 3,286,825 shares of Common Stock and 4,223,621 shares of Preferred Stock. Following the merger, the Company's remaining Preferred Stockholders are Charter and Pine. As of September 30, 2026, assuming settlement of all deferred stock units and exchange of all Preferred Stock held by Charter into Common Stock, Charter's holdings would represent approximately 63.52% of the Company's outstanding Common Stock, subject to the conversion limitation described below and certain voting, governance and other limitations set forth in the Stockholders Agreement and the Certificate of Designations of the Preferred Stock.

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

2026 Employment Inducement Plan

On August 6, 2026, the Company's Board adopted the Comscore, Inc. Employment Inducement Plan (the "2026 Plan"). The 2026 Plan provides for the grant of equity-based incentive awards to eligible individuals entering into employment with the Company as an inducement material to such individuals' acceptance of employment with the Company. The maximum number of shares of Common Stock authorized for issuance under the 2026 Plan is 1,000,000. Shares authorized under the 2026 Plan are separate from, and do not reduce, the number of shares available for issuance under the Company's 2018 Equity and Incentive Compensation Plan.

7. Debt

Secured Credit Agreement

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

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

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

Except as described below, the Company could repay any amounts borrowed under the Revolving Facility prior to the maturity date without any premium or penalty other than customary SOFR breakage costs. Any voluntary or mandatory prepayments of the Term Loan (subject to customary exceptions for prepayments made with Excess Cash Flow (as defined in the Credit Agreement), the net cash proceeds of insurance and condemnation events, and the replacement of certain lenders in accordance with the Credit Agreement), as well as any payments of the Revolving Facility or the Term Loan in connection with an insolvency event, acceleration, other exercise of remedies or the early termination of the Credit Agreement, were subject to prepayment premiums as follows: (i) with respect to any such payment occurring on or before the first anniversary of the closing date, a 3.0% prepayment premium plus a make-whole amount based on U.S. Treasury notes yield, (ii) with respect to

any such payment occurring after the first anniversary and on or before the second anniversary of the closing date, a 1.0% prepayment premium, and (iii) with respect to any such payment occurring after the second anniversary of the closing date, no prepayment premium.

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

The Credit Agreement also contained the following financial covenants:

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

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

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

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

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

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

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

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

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

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

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

8. Fair Value Measurements

Fair Value Measurements on a Nonrecurring Basis

For the three and nine months ended September 30, 2026, the Company recorded a non-cash goodwill impairment charge of $57.3 million. No impairment charge related to goodwill was incurred for the three and nine months ended September 30, 2025. Refer to Footnote 5, *Goodwill* for further details. The remeasurement of goodwill is classified as a non-recurring Level 3 fair value assessment due to the significance of unobservable inputs developed in the determination of the fair value. The Company used a discounted cash flow model to determine the estimated fair value of the reporting unit. The Company made estimates and assumptions regarding future cash flows, discount rates, long-term growth rates and market values to determine the reporting unit's estimated fair value. It is possible that future changes in such circumstances, or in the variables associated with the judgments, assumptions and estimates used in assessing the fair value of the reporting unit, would require the Company to record additional non-cash impairment charges.

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

9. Accrued Expenses

(In thousands)	As of September 30, 2026	As of December 31, 2025
Accrued data costs	$ 20,088	$ 26,348
Payroll and payroll-related	11,559	9,577
Professional fees	2,740	1,931
Restructuring accrual	2,461	—
Other	5,211	7,023
Total accrued expenses	$ 42,059	$ 44,879

10. Related Party Transactions

Transactions with Charter, Liberty and Pine

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

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

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

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

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

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

On August 19, 2026, Liberty merged with a wholly owned subsidiary of Charter Communications, Inc., which is an affiliate of Charter. In connection with the merger, Charter acquired Liberty's holdings of 3,286,825 shares of Common Stock and 4,223,621 shares of Preferred Stock. As a result of the merger, Liberty is no longer separately identified as a related party, and transactions with Liberty are included within amounts reported for Charter for the three months ended September 30, 2026. Also on August 19, 2026, Charter acquired Cox Communications and certain of its subsidiaries. As a result, transactions with Cox Communications and the relevant subsidiaries are also included within amounts reported for Charter for the three months ended September 30, 2026. As of September 30, 2026, the remaining Preferred Stockholders are Charter and Pine. In accordance with the Stockholders Agreement, Charter now has two designated members on the Company's Board (including the individual previously designated by Liberty).

As of September 30, 2026, Charter and Pine owned 8,447,242 shares and 4,223,621 shares, respectively, of the Company's outstanding Preferred Stock. Additionally, as of September 30, 2026 (based on public filings), Charter and Pine owned 6,582,008 shares and 3,396,479 shares, respectively, of the Company's outstanding Common Stock. As of September 30, 2026, assuming settlement of all deferred stock units and exchange of all Preferred Stock held by Charter into Common Stock, Charter's holdings would represent approximately 63.52% of the Company's outstanding Common Stock, subject to the conversion limitation described in Footnote 6, *Convertible Redeemable Preferred Stock and Stockholders' Equity (Deficit)* and certain voting, governance and other limitations set forth in the Stockholders Agreement and the Certificate of Designations of the Preferred Stock.

As of September 30, 2026, the total fixed cash payment to the Preferred Stockholders was measured at its present value of $4.9 million and is presented in the Condensed Consolidated Balance Sheets as a non-current liability.

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

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

	Three Months Ended September 30,		Nine Months Ended September 30,	
(In thousands)	2026	2025	2026	2025
Revenues	$ 714	$ 501	$ 1,716	$ 1,503
Cost of revenues	2,686	3,351	8,129	10,192

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

	As of	
(In thousands)	September 30, 2026	December 31, 2025
Assets		
Accounts receivable, net	$ 142	$ —
Liabilities		
Accounts payable	$ 3,533	$ —
Accrued expenses	7,582	7,909
Non-current portion of accrued data costs	13,891	18,357
Non-current payable to preferred stockholders	3,280	1,486

The Company had no other transactions with Pine for the three and nine months ended September 30, 2026. Except as described in Footnote 6, *Convertible Redeemable Preferred Stock and Stockholders' Equity (Deficit)* with respect to the Exchange Agreements, the Company had no transactions with Pine and Liberty for the three and nine months ended September 30, 2025.

Transactions with Directors and Officers

The Company had no reportable transactions with affiliates or former affiliates of its directors and officers for the three and nine months ended September 30, 2026. The Company recognized revenues of $0.3 million and $0.7 million from transactions with affiliates or former affiliates of its directors and officers in the normal course of business during the three and nine months ended September 30, 2025, respectively, as reflected in the Condensed Consolidated Statements of Operations and Comprehensive (Loss) Income.

Transactions with WPP

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

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

(In thousands)	Three Months Ended September 30, 2025	Nine Months Ended September 30, 2025
Revenues	$ 1,720	$ 5,232
Cost of revenues	2,328	6,688

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

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

11. Organizational Restructuring

On August 11, 2026, the Company communicated a workforce reduction as part of a broader plan to realign the Company's business, optimize operations, and invest in long-term growth opportunities (collectively, the "Restructuring Plan"). In addition to employee terminations, the Restructuring Plan is expected to include reductions in other corporate costs, expanded use of offshore support, reallocation of commercial and product development resources, contract modifications, and targeted investments in future growth areas. The Company may also determine to exit activities in certain geographic regions in order to more effectively align resources with business priorities. In connection with the Restructuring Plan, which was authorized by the Board on August 6, 2026, the Company expects to incur exit-related costs of approximately $7 million to $9 million. The Company expects implementation of the Restructuring Plan, including cash payments, to be substantially complete in the third quarter of 2027.

The following table summarizes costs incurred related to the Restructuring Plan for the three and nine months ended September 30, 2026:

(In thousands)	Three and Nine Months Ended September 30, 2026
Severance and related costs	$ 5,174
Contract terminations	277
Other	45
Total restructuring	$ 5,496

The table below summarizes the balance of the Restructuring Plan liability as of September 30, 2026, which is recorded in accrued expenses in the Condensed Consolidated Balance Sheets:

(In thousands)	Severance and Related Costs	Contract Terminations	Other	Total Restructuring
Restructuring expense	$ 5,174	$ 277	$ 45	$ 5,496
Payments	(2,722)	(277)	(29)	(3,028)
Other	(7)	—	—	(7)
Accrued balance as of September 30, 2026	$ 2,445	$ —	$ 16	$ 2,461

12. Commitments and Contingencies

Commitments

The Company has certain long-term contractual arrangements that have fixed and determinable payment obligations including unconditional purchase obligations with multichannel video programming distributors ("MVPDs") and other providers for set-top box and connected (Smart) television data. These agreements have remaining terms of less than one year to five years. As of September 30, 2026, the total fixed payment obligations related to set-top box and connected television data agreements are $82.4 million and $15.5 million, respectively.

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

	(In thousands)
2026 (remaining)	$ 18,162
2027	30,806
2028	18,862
2029	15,948
2030	13,079
Thereafter	1,083
Total	$ 97,940

In addition, the Company expects to make variable payments related to a set-top box data agreement totaling an estimated $70.0 million over the next five years.

Letters of Credit

As of September 30, 2026, the Company had approximately $2.7 million of outstanding letters of credit, primarily related to office leases. The letters of credit expire on various dates through May 2027 and are expected to be renewed or replaced, as necessary, in the ordinary course of business.

Contingencies

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

Privacy Litigation

In February 2026, a purported class action complaint was filed against the Company in the U.S. District Court for the Central District of California (Singer et al. v. Comscore, Inc. et al., No. 2:26-cv-01108 (C.D. Cal.)) alleging violations of various California laws and the federal Electronic Communications Privacy Act, as well as certain common-law claims, in connection with the Company's alleged collection of internet data from California residents. Among other things, the plaintiffs sought certification as a class, injunctive relief, statutory damages, disgorgement of profits, punitive damages, costs and attorneys' fees. On June 30, 2026, the Court granted the Company's motion to dismiss the

complaint and granted the plaintiffs leave to amend the complaint. The matter was subsequently resolved and did not have a material impact on the Company's Condensed Consolidated Financial Statements.

State Sales Tax Audit

In January 2025, the Company received an initial audit assessment from the State of Washington Department of Revenue related to an audit of potential sales tax liabilities in Washington for fiscal years 2020 through 2023. The initial aggregate assessment calculated by the Department of Revenue, including alleged penalties and interest, was approximately $8.0 million. The Company petitioned for review of the audit assessment and believed, based on discussions with the Department of Revenue, that the final assessment would be significantly lower based on its position that substantially all of its activities are not taxable under the applicable terms of Washington law. As of September 30, 2026, the Company did not expect its potential net liability in this matter, after offsetting applicable credits, to have a material impact on its Condensed Consolidated Financial Statements. In October 2026, the matter was resolved, resulting in a de minimis refund to the Company.

Other Matters

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

Indemnification

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

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

13. Segment Information

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

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

	Three Months Ended September 30,		Nine Months Ended September 30,	
(In thousands)	2026	2025	2026	2025
Revenues				
Content & Ad Measurement	$ 64,628	$ 75,519	$ 205,518	$ 225,438
Syndicated Audience	52,442	63,220	168,202	190,677
Cross Platform	12,186	12,299	37,316	34,761
Research & Insight Solutions	11,530	13,387	35,208	38,566
Total revenues	$ 76,158	$ 88,906	$ 240,726	$ 264,004
Cost of goods sold [1]	30,352	33,649	95,623	99,365
Operating expenses				
Compensation	$ 28,944	$ 31,406	$ 96,447	$ 99,187
Professional fees	5,137	5,539	16,080	15,626
Facilities & office expense	1,540	2,275	4,834	6,745
Software licenses, maintenance and systems	3,703	3,309	10,720	9,782
Travel & entertainment	377	431	1,773	1,552
Other operating expenses	286	1,262	3,041	4,427
Total operating expenses	$ 39,987	$ 44,222	$ 132,895	$ 137,319
Depreciation & amortization	$ 7,029	$ 7,546	$ 21,880	$ 22,341
Stock-based compensation	973	377	1,709	2,863
Restructuring & transformation	5,527	507	6,699	2,549
Strategic transaction costs	588	538	2,909	538
Foreign currency transactions	266	(136)	(1,494)	5,410
Impairment	57,300	—	57,300	—
Interest expense, net	171	1,699	2,942	5,010
Taxes	(449)	(311)	(480)	570
Other [2]	(91)	362	7,271	1,071
Net (loss) income	$ (65,495)	$ 453	$ (86,528)	$ (13,032)

[1] Excludes certain items that are recorded within the cost of revenues, selling and marketing, research and development, and general and administrative expense lines on the Company's Condensed Consolidated Statements of Operations and Comprehensive (Loss) Income that are presented elsewhere in this table in accordance with the presentation to the CODM, who uses the adjusted presentation to allocate resources and assess performance.

[2] Other includes loss on extinguishment of debt and (gain) loss on divestiture of business, net as recognized in the Company's Condensed Consolidated Statements of Operations and Comprehensive (Loss) Income, among other items.

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

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

Overview

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

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

Divestiture of Movies Business

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

Management Changes

Effective May 28, 2026, our Board of Directors appointed Matt McLaughlin as our Chief Executive Officer. In connection with Mr. McLaughlin's appointment, our former Chief Executive Officer Jon Carpenter transitioned to a senior advisor position and resigned from the Board of Directors. Effective June 9, 2026, Greg Dale, our then Chief Operating Officer, departed the Company. Effective August 11, 2026, the Board of Directors appointed Smriti Sharma as our Chief Analytics and Technology Officer.

Results of Operations

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

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2026		2025		2026		2025	
(In thousands)	Dollars	% of Revenue	Dollars	% of Revenue	Dollars	% of Revenue	Dollars	% of Revenue
Revenues	$ 76,158	100.0 %	$ 88,906	100.0 %	$ 240,726	100.0 %	$ 264,004	100.0 %
Cost of revenues	47,324	62.1 %	52,783	59.4 %	151,294	62.8 %	157,629	59.7 %
Selling and marketing	11,262	14.8 %	14,551	16.4 %	41,696	17.3 %	46,017	17.4 %
Research and development	6,456	8.5 %	7,184	8.1 %	21,396	8.9 %	23,106	8.8 %
General and administrative	14,566	19.1 %	12,050	13.6 %	42,344	17.6 %	37,397	14.2 %
Amortization of intangible assets	633	0.8 %	633	0.7 %	1,897	0.8 %	1,897	0.7 %
Impairment of goodwill	57,300	75.2 %	—	— %	57,300	23.8 %	—	— %
Restructuring	5,496	7.2 %	—	— %	5,496	2.3 %	—	— %
(Gain) loss on divestiture of business, net	(116)	(0.2)%	—	— %	2,566	1.1 %	—	— %
Total expenses from operations	142,921	187.7 %	87,201	98.1 %	323,989	134.6 %	266,046	100.8 %
(Loss) income from operations	(66,763)	(87.7)%	1,705	1.9 %	(83,263)	(34.6)%	(2,042)	(0.8)%
Other income, net	1,256	1.6 %	—	— %	1,673	0.7 %	—	— %
Interest expense, net	(171)	(0.2)%	(1,699)	(1.9)%	(2,942)	(1.2)%	(5,010)	(1.9)%
(Loss) gain from foreign currency transactions	(266)	(0.3)%	136	0.2 %	1,494	0.6 %	(5,410)	(2.0)%
Loss on extinguishment of debt	—	— %	—	— %	(3,970)	(1.6)%	—	— %
(Loss) income before income taxes	(65,944)	(86.6)%	142	0.2 %	(87,008)	(36.1)%	(12,462)	(4.7)%
Income tax benefit (provision)	449	0.6 %	311	0.3 %	480	0.1 %	(570)	(0.2)%
Net (loss) income	$ (65,495)	(86.0)%	$ 453	0.5 %	$ (86,528)	(35.9)%	$ (13,032)	(4.9)%

Revenues

Our products and services are organized around two solution groups:

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

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

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

	Three Months Ended September 30,					
(In thousands)	2026	% of Revenue	2025	% of Revenue	$ Variance	% Variance
Content & Ad Measurement						
Syndicated Audience	$ 52,442	68.9 %	$ 63,220	71.1 %	$ (10,778)	(17.0)%
Cross-Platform	12,186	16.0 %	12,299	13.8 %	(113)	(0.9)%
Total Content & Ad Measurement	64,628	84.9 %	75,519	84.9 %	(10,891)	(14.4)%
Research & Insight Solutions	11,530	15.1 %	13,387	15.1 %	(1,857)	(13.9)%
Total revenues	$ 76,158	100.0 %	$ 88,906	100.0 %	$ (12,748)	(14.3)%

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

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

Revenues for the nine months ended September 30, 2026 and 2025 were as follows:

	Nine Months Ended September 30,					
(In thousands)	2026	% of Revenue	2025	% of Revenue	$ Variance	% Variance
Content & Ad Measurement						
Syndicated Audience	$ 168,202	69.9 %	$ 190,677	72.2 %	$ (22,475)	(11.8)%
Cross-Platform	37,316	15.5 %	34,761	13.2 %	2,555	7.4 %
Total Content & Ad Measurement	205,518	85.4 %	225,438	85.4 %	(19,920)	(8.8)%
Research & Insight Solutions	35,208	14.6 %	38,566	14.6 %	(3,358)	(8.7)%
Total revenues	$ 240,726	100.0 %	$ 264,004	100.0 %	$ (23,278)	(8.8)%

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

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

Cost of Revenues

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

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

	Three Months Ended September 30,					
(In thousands)	2026	% of Revenue	2025	% of Revenue	$ Change	% Change
Data costs	$ 15,020	19.7 %	$ 17,097	19.3 %	$ (2,077)	(12.1)%
Employee costs	8,166	10.7 %	10,152	11.4 %	(1,986)	(19.6)%
Systems and bandwidth costs	7,905	10.4 %	7,041	7.9 %	864	12.3 %
Lease expense and depreciation	6,473	8.5 %	7,266	8.2 %	(793)	(10.9)%
Panel costs	3,485	4.6 %	3,542	4.0 %	(57)	(1.6)%
Royalties and resellers	1,967	2.6 %	2,519	2.8 %	(552)	(21.9)%
Sample and survey costs	1,627	2.1 %	1,878	2.1 %	(251)	(13.4)%
Technology	1,396	1.8 %	1,225	1.4 %	171	14.0 %
Professional fees	930	1.2 %	1,791	2.0 %	(861)	(48.1)%
Other	355	0.5 %	272	0.3 %	83	30.5 %
Total cost of revenues	$ 47,324	62.1 %	$ 52,783	59.4 %	$ (5,459)	(10.3)%

Data costs decreased primarily due to declines in our MVPD costs related to declining household counts and a September 2026 amendment of our data license agreement with an MVPD. Employee costs decreased primarily due to the divestiture of the Movies Business and the implementation of a restructuring plan we announced in August 2026 (described under "Organizational Restructuring" below).

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

	Nine Months Ended September 30,					
(In thousands)	2026	% of Revenue	2025	% of Revenue	$ Change	% Change
Data costs	$ 48,065	19.9 %	$ 51,238	19.3 %	$ (3,173)	(6.2)%
Employee costs	29,505	12.3 %	32,084	12.2 %	(2,579)	(8.0)%
Systems and bandwidth costs	22,937	9.5 %	21,512	8.1 %	1,425	6.6 %
Lease expense and depreciation	20,304	8.4 %	21,416	8.1 %	(1,112)	(5.2)%
Panel costs	10,608	4.4 %	10,641	4.0 %	(33)	(0.3)%
Royalties and resellers	6,948	2.9 %	6,475	2.5 %	473	7.3 %
Sample and survey costs	4,703	2.0 %	4,949	1.9 %	(246)	(5.0)%
Technology	3,937	1.6 %	3,584	1.4 %	353	9.8 %
Professional fees	3,268	1.4 %	4,890	1.9 %	(1,622)	(33.2)%
Other	1,019	0.4 %	840	0.3 %	179	21.3 %
Total cost of revenues	$ 151,294	62.8 %	$ 157,629	59.7 %	$ (6,335)	(4.0)%

Data costs decreased primarily due to declines in our MVPD costs related to declining household counts and the September 2026 amendment of our data license agreement with an MVPD. Employee costs decreased primarily due to the divestiture of the Movies Business and the implementation of the restructuring plan. Professional fees decreased primarily due to a decrease in consulting fees. Lease expense and depreciation decreased primarily due to the early termination of an office lease. These decreases were partially offset by an increase in systems and bandwidth costs primarily due to cloud computing and processing costs.

We expect cost of revenues in future periods to be impacted by higher panel recruitment, incentive and management costs, which may offset some of the expected savings from our restructuring plan. Recent actions by mobile platform operators, content distribution platforms and other third parties have increased the complexity of recruiting and retaining panelists, including obtaining and maintaining consumer consent for participation in certain panels, which is expected to increase the costs associated with those activities. We also expect to incur additional costs associated with evolving industry practices, platform requirements and contractual obligations relating to the collection, matching and use of data, including additional compliance and audit-related activities.

Selling and Marketing

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

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

	Three Months Ended September 30,					
(In thousands)	2026	% of Revenue	2025	% of Revenue	$ Change	% Change
Employee costs	$ 8,999	11.8 %	$ 11,451	13.0 %	$ (2,452)	(21.4)%
Technology	854	1.1 %	841	0.9 %	13	1.5 %
Professional fees	628	0.8 %	821	0.9 %	(193)	(23.5)%
Lease expense and depreciation	344	0.5 %	523	0.6 %	(179)	(34.2)%
Marketing and advertising	227	0.3 %	429	0.5 %	(202)	(47.1)%
Other	210	0.3 %	486	0.5 %	(276)	(56.8)%
Total selling and marketing expenses	$ 11,262	14.8 %	$ 14,551	16.4 %	$ (3,289)	(22.6)%

Employee costs decreased primarily due to the divestiture of the Movies Business and the implementation of the restructuring plan.

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

	Nine Months Ended September 30,					
(In thousands)	2026	% of Revenue	2025	% of Revenue	$ Change	% Change
Employee costs	$ 32,910	13.6 %	$ 35,916	13.6 %	$ (3,006)	(8.4)%
Technology	2,631	1.1 %	2,465	0.9 %	166	6.7 %
Professional fees	2,415	1.0 %	2,201	0.8 %	214	9.7 %
Marketing and advertising	1,384	0.6 %	2,315	0.9 %	(931)	(40.2)%
Lease expense and depreciation	1,198	0.5 %	1,601	0.6 %	(403)	(25.2)%
Other	1,158	0.5 %	1,519	0.6 %	(361)	(23.8)%
Total selling and marketing expenses	$ 41,696	17.3 %	$ 46,017	17.4 %	$ (4,321)	(9.4)%

Employee costs decreased primarily due to the divestiture of the Movies Business and the implementation of the restructuring plan. Marketing and advertising costs decreased primarily due to fewer marketing events and activities during the nine months ended September 30, 2026.

Research and Development

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

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

	Three Months Ended September 30,					
(In thousands)	2026	% of Revenue	2025	% of Revenue	$ Change	% Change
Employee costs	$ 4,796	6.4 %	$ 5,332	6.1 %	$ (536)	(10.1)%
Technology	853	1.1 %	746	0.8 %	107	14.3 %
Professional fees	414	0.5 %	646	0.7 %	(232)	(35.9)%
Lease expense and depreciation	239	0.3 %	357	0.4 %	(118)	(33.1)%
Other	154	0.2 %	103	0.1 %	51	49.5 %
Total research and development expenses	$ 6,456	8.5 %	$ 7,184	8.1 %	$ (728)	(10.1)%

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

	Nine Months Ended September 30,					
(In thousands)	2026	% of Revenue	2025	% of Revenue	$ Change	% Change
Employee costs	$ 16,285	6.8 %	$ 17,594	6.7 %	$ (1,309)	(7.4)%
Technology	2,404	1.0 %	2,254	0.9 %	150	6.7 %
Professional fees	1,510	0.6 %	1,731	0.7 %	(221)	(12.8)%
Lease expense and depreciation	765	0.3 %	1,183	0.4 %	(418)	(35.3)%
Other	432	0.2 %	344	0.1 %	88	25.6 %
Total research and development expenses	$ 21,396	8.9 %	$ 23,106	8.8 %	$ (1,710)	(7.4)%

Employee costs decreased primarily due to the divestiture of the Movies Business and the implementation of the restructuring plan.

General and Administrative

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

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

	Three Months Ended September 30,					
(In thousands)	2026	% of Revenue	2025	% of Revenue	$ Change	% Change
Employee costs	$ 7,986	10.4 %	$ 6,016	6.7 %	$ 1,970	32.7 %
Professional fees	4,007	5.3 %	3,628	4.1 %	379	10.4 %
Technology	625	0.8 %	861	1.0 %	(236)	(27.4)%
Lease expense and depreciation	197	0.3 %	253	0.3 %	(56)	(22.1)%
Other	1,751	2.3 %	1,292	1.5 %	459	35.5 %
Total general and administrative expenses	$ 14,566	19.1 %	$ 12,050	13.6 %	$ 2,516	20.9 %

Employee costs increased due to higher severance expense and higher stock compensation expense related to new employee equity awards.

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

	Nine Months Ended September 30,					
(In thousands)	2026	% of Revenue	2025	% of Revenue	$ Change	% Change
Employee costs	$ 21,932	9.2 %	$ 20,892	7.9 %	$ 1,040	5.0 %
Professional fees	12,591	5.2 %	9,707	3.7 %	2,884	29.7 %
Technology	2,483	1.0 %	2,566	1.0 %	(83)	(3.2)%
Lease expense and depreciation	591	0.2 %	798	0.3 %	(207)	(25.9)%
Other	4,747	2.0 %	3,434	1.3 %	1,313	38.2 %
Total general and administrative expenses	$ 42,344	17.6 %	$ 37,397	14.2 %	$ 4,947	13.2 %

Professional fees increased primarily due to legal and advisory fees related to the divestiture of the Movies Business. Employee costs increased due to higher severance expense. Other expenses increased primarily due to bad debt expense.

Amortization of Intangible Assets

Amortization expense consists of charges related to the amortization of intangible assets associated with acquisitions, primarily our 2021 acquisition of Shareablee. Amortization of intangible assets was $0.6 million during the three months ended September 30, 2026 and 2025 and $1.9 million during the nine months ended September 30, 2026 and 2025.

Impairment of Goodwill

In the third quarter of 2026, primarily as a result of sustained declines in our stock price and market capitalization, an increase in loss from operations and decrease in net cash provided by operating activities for the nine months ended September 30, 2026, and our announced realignment plan, we performed an interim impairment review of our goodwill in conjunction with our October 1, 2026 annual testing date. Our reporting unit did not pass the goodwill impairment test, and as a result we recorded a $57.3 million non-cash impairment charge for the three and nine months ended September 30, 2026. No impairment charge related to goodwill was incurred for the three and nine months ended September 30, 2025. For further information on our goodwill, refer to Footnote 5, *Goodwill* in this 10-Q and Item 7, "*Critical Accounting Estimates*" within our 2025 10-K.

Organizational Restructuring

In August 2026, we announced and began implementing a restructuring plan that included a workforce reduction. Certain other initiatives are expected to be completed as part of the restructuring plan, as described in Footnote 11, *Organizational Restructuring*. We incurred $5.5 million of restructuring expense during the three and nine months ended September 30, 2026 related to the plan and expect these costs to continue into 2027 as other plan initiatives are completed. No restructuring expense was incurred during the three and nine months ended September 30, 2025.

(Gain) Loss on Divestiture of Business, Net

During the three and nine months ended September 30, 2026, we recognized a gain of $0.1 million and a loss of $2.6 million, respectively, on divestiture of business, net in connection with the divestiture of the Movies Business. For additional information, refer to Footnote 3, *Divestiture of Movies Business.*

Other Income, Net

Other income, net represents income and expenses incurred that are generally not recurring in nature or are not part of our regular operations. Other income, net was $1.3 million and $1.7 million during the three and nine months ended September 30, 2026, respectively, and zero during the three and nine months ended September 30, 2025. The increase in other income, net for the three and nine months ended September 30, 2026 as compared to 2025 was primarily driven by income from transition services agreements related to the divestiture of the Movies Business, as described in Footnote 3, *Divestiture of Movies Business.*

Interest Expense, Net

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

We incurred interest expense, net of $0.2 million and $1.7 million during the three months ended September 30, 2026 and 2025, respectively, and $2.9 million and $5.0 million during the nine months ended September 30, 2026 and 2025, respectively. The decrease in interest expense, net for the three and nine months ended September 30, 2026 as compared to 2025 was primarily due to the repayment of the Term Loan (as defined below) under the Credit Agreement. For additional information, refer to Footnote 7, *Debt.*

(Loss) Gain From Foreign Currency Transactions

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

For the three months ended September 30, 2026, the loss from foreign currency transactions was $0.3 million. For the nine months ended September 30, 2026, the gain from foreign currency transactions was $1.5 million. The gains were primarily driven by fluctuations in the Euro, Chilean Peso, Brazilian Real and U.S. Dollar exchange rates. For the three and nine months ended September 30, 2025, the gain (loss) from foreign currency transactions was $0.1 million and $(5.4) million, respectively. The gain (loss) in 2025 was primarily driven by fluctuations in the Euro, Chilean Peso and U.S. Dollar exchange rates.

Loss on Extinguishment of Debt

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

Income Tax Benefit (Provision)

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

For the three months ended September 30, 2026 and 2025, we recorded an income tax benefit of $0.4 million and $0.3 million, respectively, resulting in effective tax rates of 0.7% and 219.0%, respectively. For the nine months ended September 30, 2026 and 2025, we recorded an income tax benefit of $0.5 million and an income tax provision of $0.6 million, respectively, resulting in effective tax rates of 0.6% and 4.6%, respectively. These effective tax rates differ from the U.S. federal statutory rate primarily due to the effects of certain permanent items, foreign tax rate differences, changes in the valuation allowance against our domestic deferred tax assets and deferred tax expense resulting from amortization of tax-deductible goodwill. The income tax benefit for the three months ended September 30, 2026 includes a discrete deferred tax benefit of $1.1 million related to goodwill impairment. The income tax benefit for the nine months ended September 30, 2026 includes a discrete tax benefit of $3.1 million related to goodwill reduction due to the divestiture of the Movies Business and goodwill impairment, along with

discrete tax expense of $0.6 million related to foreign tax withholding on dividend distributions that were made in connection with the divestiture.

Liquidity and Capital Resources

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

	Nine Months Ended September 30,	
(In thousands)	2026	2025
Net cash provided by operating activities	$ 5,693	$ 19,489
Net cash provided by (used in) investing activities	38,295	(17,406)
Net cash used in financing activities	(51,230)	(6,536)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(81)	868
Net decrease in cash, cash equivalents and restricted cash	(7,323)	(3,585)

Overview

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

As of September 30, 2026, our principal sources of liquidity consisted of cash, cash equivalents and restricted cash totaling $19.5 million, including $0.2 million in restricted cash, and cash flows from our operations. We had outstanding letters of credit of $2.7 million as of September 30, 2026.

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

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

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

Macroeconomic Factors

In recent years, macroeconomic challenges such as inflation, capital market disruptions and recession concerns have caused some advertisers to reduce or delay advertising expenditures. Recent geopolitical conflicts and developments in U.S. trade policy have created additional uncertainty, contributing to further spending delays by advertisers. These delays and declines have had a direct impact on demand for our products, particularly those that are tied to advertising spend. We expect that softness in the advertising market will continue to affect our business in 2026 and into 2027. Although we cannot quantify the impact of macroeconomic factors on our future results, any worsening of ad market conditions could negatively impact our financial position and liquidity.

Preferred Stock

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

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

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

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

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

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

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

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

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

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

Secured Credit Agreement

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

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

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

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

On May 27, 2026, we used a portion of the proceeds from the Movies Transaction to repay in full all outstanding obligations under the Credit Agreement. The repayment totaled $40.1 million, which included $39.0 million of outstanding principal, $0.7 million of accrued interest and $0.4 million of prepayment premium. The repayment resulted in the termination of the Credit Agreement and all related loan documents,

including the lenders' commitments thereunder and all related guarantees, liens and security interests. In connection with the repayment, we recognized a $3.6 million loss on extinguishment of debt during the nine months ended September 30, 2026.

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

Operating Activities

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

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

Net cash provided by operating activities for the nine months ended September 30, 2026 was $5.7 million compared to $19.5 million for the nine months ended September 30, 2025. The decrease in cash provided by operating activities was primarily driven by declines in revenue and direct costs related to the Movies Transaction offset by changes in our operating assets and liabilities, with $8.3 million of cash provided by operating assets and liabilities for the nine months ended September 30, 2026 as compared to $3.7 million used for the nine months ended September 30, 2025. The changes in operating assets and liabilities were primarily driven by increases in accounts payable and accrued expenses in 2026 compared to the prior year due to severance and restructuring accruals and delays in certain vendor payments.

Investing Activities

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

Net cash provided by investing activities for the nine months ended September 30, 2026 was $38.3 million compared to net cash used in investing activities of $17.4 million for the nine months ended September 30, 2025. The increase in cash provided by investing activities was primarily due to the net proceeds received from the divestiture of the Movies Business of $55.7 million, net of cash transferred.

Financing Activities

Net cash used in financing activities during the nine months ended September 30, 2026 was $51.2 million compared to $6.5 million during the nine months ended September 30, 2025. The increase in cash used in financing activities was primarily related to the repayment of outstanding principal under the Credit Agreement totaling $44.6 million during the nine months ended September 30, 2026.

Contractual Payment Obligations

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

We have data licensing agreements with a number of MVPDs and other providers for set-top box and connected TV data. These agreements have remaining terms of less than one year to five years. As of September 30, 2026, the total fixed payment obligations related to set-top box and connected TV data agreements are $82.4 million and $15.5 million, respectively. In addition, we expect to make variable payments related to a set-top box data agreement totaling an estimated $70.0 million over the next five years.

We have both operating and financing leases related to corporate office space and equipment. Our leases have remaining terms from less than one year to four years. As of September 30, 2026, the total fixed payment obligation related to these agreements is $10.7 million.

In 2025, we amended an agreement for cloud-based data storage and bandwidth services to help process and store our data, extending the term through 2028. The remaining term for this agreement is less than three years. As of September 30, 2026, the total fixed payment obligation related to this agreement is $43.8 million.

Future Capital Requirements

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

capital resources on terms acceptable to us or at all. If we issue additional equity securities in order to raise additional funds or for other purposes, further dilution to existing stockholders may occur.

Critical Accounting Estimates

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

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

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

Not applicable.

ITEM 4. *CONTROLS AND PROCEDURES*

Evaluation of Disclosure Controls and Procedures

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

Changes in Internal Control over Financial Reporting

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

Inherent Limitation on the Effectiveness of Internal Controls

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

PART II. OTHER INFORMATION

ITEM 1. *LEGAL PROCEEDINGS*

Refer to Footnote 12, *Commitments and Contingencies* of the Notes to Condensed Consolidated Financial Statements included in Part I, Item 1 of this 10-Q, which is incorporated herein by reference.

ITEM 1A. *RISK FACTORS*

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

Our financial condition and results of operations could suffer and be adversely affected if we incur another impairment of goodwill or other intangible assets.

We are required to test goodwill and intangible assets annually and on an interim basis if an event occurs or there is a change in circumstance that would more likely than not reduce the fair value of our reporting unit below its carrying value or indicate that the carrying value of such intangibles is not recoverable. When the carrying value of a reporting unit exceeds its fair value, a charge to operations, up to the total amount of goodwill, is recorded. If the carrying amount of an intangible asset is not recoverable, a charge to operations is recognized. Either event would result in incremental expense for that period, which would reduce any earnings or increase any loss for the period in which the impairment was determined to have occurred. We recorded a non-cash goodwill impairment charge of $57.3 million for the three and nine months ended September 30, 2026.

Our impairment analysis is sensitive to changes in key assumptions used in our analysis, such as expected future cash flows, the degree of volatility in equity and debt markets, risk rates, and our stock price. Additionally, changes in our strategy or significant technical developments could significantly impact the value and recoverability of our intangible assets. If the assumptions used in our analysis are not realized, it is possible that additional impairment charges may need to be recorded in the future.

Actions by mobile platform operators, content distribution platforms and other third parties could disrupt our panel recruitment activities, restrict our access to data, delay delivery of our products and increase our costs.

Our ability to recruit, manage and maintain our research panels, collect and process data, and deliver certain products depends in part on mobile operating system providers, application distribution platforms, digital publishers, content distribution platforms and other third parties that establish and enforce policies governing applications, access to data and use of their services. These policies are subject to change, may be interpreted or applied inconsistently, and may be implemented with little or no advance notice.

We have experienced, and continue to experience, situations in which the interpretation or application of such policies has affected the availability of applications and access to data sources used in our business, resulting in operational disruptions and delays in the delivery of certain products. Addressing these matters requires significant time and resources. In addition, we have become subject to, and may continue to be subject to, additional audit requirements, compliance obligations and other requirements imposed by platform operators and their affiliates. Compliance with these requirements increases our costs and diverts resources from other business priorities. These disruptions and delays may continue to affect our ability to timely deliver products to customers, which could result in customer credits, refunds or other commercial concessions; harm our reputation and customer relationships; and negatively affect our operating results.

If a platform operator, digital publisher, data provider or other third party determines that one or more of our applications, technologies, methodologies or business practices do not comply with its policies, contractual requirements or interpretations thereof, it may restrict or terminate our applications, access to data or use of other services. Such actions could impair our ability to recruit or retain panelists, materially limit our access to data sources or services on which our products depend, require modifications to our methodologies or products, or otherwise adversely affect our business, results of operations and financial condition. There can be no assurance that we will be able to timely resolve any such matters, restore access to affected applications, services or data sources, or avoid similar actions by other third parties in the future.

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

On August 11, 2026, we communicated a workforce reduction as part of a broader plan to realign our business, optimize our operations, and invest in long-term growth opportunities. In addition to employee terminations, the plan is expected to include reductions in other corporate costs, expanded use of offshore support, reallocation of commercial and product development resources, contract modifications, and targeted investments in future growth areas. We may also determine to exit activities in certain geographic regions in order to more effectively align resources with business priorities. In connection with the restructuring plan, we have and will continue to incur certain exit-related costs. These

costs are currently estimated to range between $7 million and $9 million. We expect implementation of the plan, including cash payments, to be substantially complete in the third quarter of 2027.

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

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

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

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

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

Our existing stockholders have experienced and may continue to experience substantial dilution as a result of our obligations to issue shares of Common Stock. As of September 30, 2026, our Series C Preferred Stock was convertible into an aggregate of 12,670,863 shares of Common Stock at the election of the holders, subject to the conversion limitation described in Footnote 6, *Convertible Redeemable Preferred Stock and Stockholders' Equity (Deficit)*.

As of September 30, 2026, 899,106 shares of Common Stock were reserved for issuance pursuant to outstanding stock options under our equity incentive plans (including stock option awards we assumed in the Shareablee acquisition), 1,454,455 shares of Common Stock were reserved for issuance pursuant to outstanding restricted stock unit and deferred stock unit awards under our equity incentive plans and arrangements (including Shareablee plan awards and an employment inducement award we granted in 2021), 2,033,897 shares of Common Stock were available for future equity awards under our 2018 Equity and Incentive Compensation Plan, and 910,000 shares of Common Stock were available for future equity awards under an Employment Inducement Plan we adopted in 2026.

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

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

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

None.

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

None.

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

None.

ITEM 3. ***DEFAULTS UPON SENIOR SECURITIES***

Not applicable.

ITEM 4. ***MINE SAFETY DISCLOSURES***

Not applicable.

ITEM 5. ***OTHER INFORMATION***

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

ITEM 6. ***EXHIBITS***

Exhibit No.	Exhibit Document
3.1	Amended and Restated Certificate of Incorporation of the Registrant (incorporated by reference to Exhibit 3.3 to the Registrant's Registration Statement on Form S-1, as amended, filed June 12, 2007) (File No. 333-141740)
3.2	Certificate of Amendment of Amended and Restated Certificate of Incorporation of comScore, Inc. (incorporated by reference to Exhibit 4.2 to the Registrant's Registration Statement on Form S-8, filed June 4, 2018) (File No. 333-225400)
3.3	Certificate of Designation of Series A Junior Participating Preferred Stock of comScore, Inc., as filed with the Secretary of State of the State of Delaware on February 9, 2017 (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed February 9, 2017) (File No. 001-33520)
3.4	Certificate of Elimination of Designation of Series A Junior Participating Preferred Stock of comScore, Inc., as filed with the Secretary of State of the State of Delaware on September 29, 2017 (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed October 4, 2017) (File No. 001-33520)
3.5	Certificate of Amendment to Amended and Restated Certificate of Incorporation of comScore, Inc., dated March 10, 2021 (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed March 15, 2021) (File No. 001-33520)
3.6	Certificate of Designations of Series B Convertible Preferred Stock, par value $0.001, of comScore, Inc. (incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K, filed March 15, 2021) (File No. 001-33520)
3.7	Certificate of Amendment of Amended and Restated Certificate of Incorporation of comScore, Inc. (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed June 22, 2023) (File No. 001-33520)
3.8	Certificate of Amendment to the Certificate of Designations of Series B Convertible Preferred Stock, par value $0.001, of comScore, Inc. (incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K, filed June 22, 2023) (File No. 001-33520)
3.9	Certificate of Amendment of Amended and Restated Certificate of Incorporation of comScore, Inc. (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed December 27, 2023) (File No. 001-33520)
3.10	Certificate of Amendment to the Certificate of Designations of Series B Convertible Preferred Stock, par value $0.001, of comScore, Inc. (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed June 18, 2024) (File No. 001-33520)
3.11	Certificate of Amendment of Amended and Restated Certificate of Incorporation of comScore, Inc. (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed June 24, 2025) (File No. 001-33520)
3.12	Certificate of Amendment to the Certificate of Designations of Series B Convertible Preferred Stock, par value $0.001, of comScore, Inc. (incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K, filed June 24, 2025) (File No. 001-33520)
3.13	Certificate of Elimination of Designation of Series B Convertible Preferred Stock of comScore, Inc., dated December 29, 2025 (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed December 31, 2025) (File No. 001-33520)
3.14	Certificate of Amendment of Amended and Restated Certificate of Incorporation of comScore, Inc., dated December 29, 2025 (incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K, filed December 31, 2025) (File No. 001-33520)
3.15	Certificate of Designations of Series C Convertible Preferred Stock, par value $0.001, of comScore, Inc., dated December 29, 2025 (incorporated by reference to Exhibit 3.3 to the Registrant's Current Report on Form 8-K, filed December 31, 2025) (File No. 001-33520)
3.16	Amended and Restated Bylaws of comScore, Inc. (incorporated by reference to Exhibit 3.2 to the Registrant's Quarterly Report on Form 10-Q for the period ended June 30, 2018, filed August 10, 2018) (File No. 001-33520)
10.1+*	Separation and General Release Agreement, dated as of July 2, 2026, by and between comScore, Inc. and Greg Dale
10.2*	comScore, Inc. Employment Inducement Plan (incorporated by reference to Exhibit 99.8 to the Registrant's Registration Statement on Form S-8, filed August 20, 2026) (File No. 333-298440)
10.3+*	Form of comScore, Inc. 2018 Equity and Incentive Compensation Plan Restricted Stock Units Award Agreement for Employees
10.4+*	Form of comScore, Inc. 2018 Equity and Incentive Compensation Plan Stock Option Grant Notice and Stock Option Agreement for Employees
10.5+*	Form of comScore, Inc. Employment Inducement Plan Restricted Stock Units Award Agreement for Employees (Cliff Vest)
10.6+*	Form of comScore, Inc. Employment Inducement Plan Stock Option Grant Notice and Stock Option Agreement for Employees

10.7+*	Form of comScore, Inc. Employment Inducement Plan Restricted Stock Units Award Agreement for Employees (Installment Vest)
10.8*	Letter Agreement, dated as of August 10, 2026, by and between comScore, Inc. and Matt McLaughlin (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K, filed August 11, 2026) (File No. 001-33520)
10.9*	Letter Agreement, dated as of August 10, 2026, by and between comScore, Inc. and Mary Margaret Curry (incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K, filed August 11, 2026) (File No. 001-33520)
10.10*	Change of Control and Severance Agreement, dated as of August 10, 2026, by and between comScore, Inc. and Mary Margaret Curry (incorporated by reference to Exhibit 10.3 to the Registrant's Current Report on Form 8-K, filed August 11, 2026) (File No. 001-33520)
10.11*	Separation and General Release Agreement, dated as of August 10, 2026, by and between comScore, Inc. and Steve Bagdasarian (incorporated by reference to Exhibit 10.4 to the Registrant's Current Report on Form 8-K, filed August 11, 2026) (File No. 001-33520)
10.12+*	Letter Agreement, dated as of August 20, 2026, by and between comScore, Inc. and Smriti Sharma
10.13+*	Change of Control and Severance Agreement, dated as of August 20, 2026, by and between comScore, Inc. and Smriti Sharma
31.1+	Certification of Principal Executive Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2+	Certification of Principal Financial Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1+	Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2+	Certification of Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document.
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Data File - the cover page iXBRL tags are embedded within the Inline XBRL document

* Management contract or compensatory plan or arrangement

+ Filed or furnished herewith

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

COMSCORE, INC.

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

November 16, 2026


COMSCORE

SEPARATION AND GENERAL RELEASE AGREEMENT

This SEPARATION AND GENERAL RELEASE AGREEMENT (this "***Agreement***") is entered into by and between Comscore, Inc., a Delaware corporation (the "***Company***"), and Greg Dale ("***Executive***"). The Company and Executive are each referred to herein individually as a "***Party***" and collectively as the "***Parties***."

WHEREAS, Executive and the Company are parties to that certain Severance Agreement effective as of August 23, 2022 (the "***Severance Agreement***");

WHEREAS, Executive's employment with the Company ended on June 9, 2026 (the "***Separation Date***");

WHEREAS, subject to the terms of this Agreement, the Parties wish for Executive to be eligible to receive certain severance payments and other benefits, which payments and benefits are conditioned upon Executive's satisfaction of the terms of this Agreement; and

WHEREAS, the Parties wish to resolve any and all claims that Executive has or may have against the Company and any of the other Released Parties (as defined below), including any claims that Executive may have arising out of Executive's employment or the end of such employment.

NOW, THEREFORE, in consideration of the promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Separation from Employment. The Parties acknowledge and agree that Executive's employment with the Company ended on the Separation Date and, as of the date of this Agreement, Executive does not have any employment relationship with the Company or any other Released Party.

2. Separation Payment and Benefits.

(a) Provided that Executive (1) timely signs and returns this Agreement (and does not exercise his revocation right) as described in Section 8 below and (2) honors Executive's commitments as set forth herein, then:

(i) The Company shall provide Executive with a total severance payment of four hundred thousand dollars ($400,000), less applicable tax withholdings (the "***Severance Payment***"), which Severance Payment shall be paid in substantially equal installments on the Company's regular payroll dates between the Separation Date and the date that is twelve (12) months following the Separation Date; *provided, however*, that the first installment shall be paid on the Company's first payroll date that comes after the date that this Agreement has been timely signed and returned to the Company by Executive and the revocation period described below has expired without Executive having exercised his revocation right (the date of such first payment, the "***First Installment Date***"), and such first installment shall include (without interest) the number of installments of the Severance Payment that Executive would have received between the Separation Date and the First Installment Date had there been no delay in payment.

(ii) The Company shall pay Executive a lump sum cash amount equal to the full-year short-term incentive award that Executive would have earned had Executive remained employed by the Company through the end of the 2026 calendar year based on the degree of satisfaction of the applicable performance objectives by the executive team as a whole, as determined in good faith by the Committee (as defined in the Severance Agreement), *multiplied by* a fraction, the numerator of which is the number of days in 2026 from January 1, 2026 through the Separation Date and the denominator of which is 365 (the "***2026 Bonus***"), which 2026 Bonus, if any, shall be

paid, less applicable tax withholdings, at the time the Company pays short-term incentive awards to senior executives of the Company for the 2026 calendar year, but in no event later than March 15, 2027.

(iii) During the portion, if any, of the 18-month period following the Separation Date (the "***Reimbursement Period***") that Executive elects to continue coverage for Executive and Executive's eligible dependents, if any, under the Company's group health plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("***COBRA***"), the Company will reimburse Executive for the amount Executive pays to effect and continue such coverage (the "***COBRA Reimbursements***"), which COBRA Reimbursements will be made by the Company to Executive consistent with the Company's normal expense reimbursement policy. Executive acknowledges and agrees that the election of continuation coverage pursuant to COBRA and providing any premiums due to the Company with respect to such continuation coverage will remain Executive's sole responsibility. Notwithstanding the foregoing, should the Company determine in its sole discretion that it cannot provide the COBRA Reimbursements without potentially violating applicable law (including Section 2716 of the Public Health Service Act), the Company will, in lieu of the COBRA Reimbursements, provide to Executive a taxable monthly payment for the Reimbursement Period in an amount equal to the monthly COBRA premium Executive would be required to pay to continue his group health coverage in effect on the Separation Date, which amount will be based on the premium for the first month of COBRA coverage and which payments will be made regardless of whether Executive elects COBRA continuation coverage. Notwithstanding the foregoing, with respect to the portion of the Reimbursement Period following the date that is 12 months after the Separation Date, Executive shall only be eligible to receive the COBRA Reimbursements until the earlier of: (A) the last day of the Reimbursement Period; or (B) the date on which Executive becomes eligible to receive coverage under a group health plan sponsored by another employer (and Executive shall promptly report any such eligibility to the Company). For the avoidance of doubt, Executive shall be eligible to receive the COBRA Reimbursements for the first 12 months of the Reimbursement Period regardless of whether Executive is eligible to receive coverage under a group health plan sponsored by another employer.

(iv) The award granted to Executive pursuant to the terms of that certain Cash Incentive Plan Participation Agreement between Executive and the Company made as of May 15, 2026 (the "***CIP Agreement***") will become fully vested and nonforfeitable upon the effective date of this Agreement.

(v) Executive may retain the laptop computer issued by the Company to Executive during his employment, provided that all Company property (including Company documents, computer files, software and other electronically stored information, client materials and other materials provided to Executive by the Company or any of its affiliates in the course of Executive's employment) is permanently deleted from such computer to the Company's satisfaction.

Executive expressly acknowledges and agrees that the severance pay and benefits set forth in Section 2(a) above represent the entirety of the severance pay and benefits for which he is eligible pursuant to the Severance Agreement, and that he has no further rights to any severance pay or benefits from any Released Party (whether pursuant to the Severance Agreement or otherwise).

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

applicable sections of this Agreement and any related documents shall be deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof.

3. Treatment of Outstanding Equity Awards.

(a) *Comscore Performance Restricted Stock Unit Award*. The Company granted Executive 5,500 performance restricted stock units (the "***PRSUs***") pursuant to the terms of that certain Performance Restricted Stock Units Award Agreement between Executive and the Company made as of August 24, 2022, as amended December 20, 2023 (the "***PRSU Agreement***") and the Comscore, Inc. 2018 Equity and Incentive Compensation Plan, as amended (the "***Plan***"). As of the Separation Date, no PRSUs were vested. In accordance with the terms of the PRSU Agreement, Executive forfeited the unvested PRSUs on the Separation Date.

(b) *Comscore Stock Option Award*. The Company granted Executive 8,000 options to purchase shares of Company common stock (the "***Comscore Options***") pursuant to the terms of that certain Stock Option Grant Notice between Executive and the Company made as of August 24, 2022 (the "***Comscore Option Agreement***") and the Plan. As of the Separation Date, 6,000 Comscore Options were vested and 2,000 Comscore Options were unvested. In accordance with the terms of the Comscore Option Agreement, all vested Comscore Options as of the Separation Date will continue to be exercisable pursuant to the terms of the Comscore Option Agreement and Executive forfeited the unvested Comscore Options on the Separation Date.

(c) *Shareablee Stock Option Awards*. The Company assumed certain stock option awards granted to Executive by Shareablee, Inc. prior to the Company's acquisition of Shareablee on December 16, 2021 (the "***Shareablee Options***") pursuant to the terms of various agreements between Executive and Shareablee, as amended (the "***Shareablee Option Agreements***"). All of the Shareablee Options were vested as of the Separation Date. In accordance with the terms of the Shareablee Option Agreements, all vested and outstanding Shareablee Options as of the Separation Date will continue to be exercisable pursuant to the terms of the Shareablee Option Agreements.

4. Satisfaction of All Leaves and Payment Amounts. In entering into this Agreement, Executive expressly acknowledges and agrees that, with the exception of (a) any base salary earned by Executive in the pay period in which he signs this Agreement (if such base salary has not been paid as of the time that Executive executes this Agreement), (b) any expenses incurred by Executive on or prior to the Separation Date that are properly reimbursable under the Company's expense reimbursement policies (if such amounts have not been reimbursed as of the time that Executive executes this Agreement), and (c) those sums to which Executive may be entitled following the date that Executive signs this Agreement pursuant to Sections 2 and 3 above, Executive has been paid in full all bonuses, been provided all benefits, and otherwise received all wages, compensation and other sums that Executive has been owed by the Company and each other Released Party. Executive further acknowledges and agrees that Executive has received all leaves (paid and unpaid) that Executive has been entitled to receive from each Released Party.

5. Release of Liability for Claims.

(a) For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Executive hereby forever releases, discharges and acquits the Company, its present and former subsidiaries and other affiliates, and each of the foregoing entities' respective past, present and future subsidiaries, affiliates, stockholders, members, partners, directors, officers, managers, employees, agents, attorneys, heirs, predecessors, successors and representatives in their personal and representative capacities, as well as all employee benefit plans maintained by the Company or any of its affiliates and all fiduciaries and administrators of any such plans, in their personal and representative capacities (each a "***Released Party***" and, collectively, the "***Released Parties***"), from liability for, and

Executive hereby waives, any and all claims, damages or causes of action of any kind, whether known or unknown, related to Executive's employment with any Released Party, the termination of such employment, the ownership of equity in the Company or Shareablee, and any other acts or omissions related to any matter on or prior to the date that Executive executes this Agreement, whether arising under federal or state laws or the laws of any other jurisdiction, including (i) any alleged violation through such date of: (A) any federal, state or local anti-discrimination or anti-retaliation law, including the Age Discrimination in Employment Act (including as amended by the Older Workers Benefit Protection Act), Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, Sections 1981 through 1988 of Title 42 of the United States Code, and the Americans with Disabilities Act of 1990; (B) the Employee Retirement Income Security Act of 1974 ("***ERISA***"); (C) the Immigration Reform and Control Act; (D) the Family and Medical Leave Act of 1993; (E) any federal, state or local wage and hour law; (F) the Securities Act of 1933; (G) the Securities Exchange Act of 1934; (H) the Investment Advisers Act of 1940; (I) the Investment Company Act of 1940; (J) the Private Securities Litigation Reform Act of 1995; (K) the Sarbanes-Oxley Act of 2002; (L) the Wall Street Reform and Consumer Protection Act of 2010; (M) the Florida Civil Rights Act, the Florida Minimum Wage Act and the Florida Equal Pay Law; (N) any applicable state employment and securities laws; (O) any other local, state or federal law, regulation, ordinance or orders which may have afforded any legal or equitable causes of action of any nature; (P) any public policy, contract, tort or common law claim, including any claim for defamation, emotional distress, fraud or misrepresentation of any kind, promissory estoppel, breach of any implied duty of good faith and fair dealing, breach of implied or express contract, breach of fiduciary duty or wrongful discharge; or (Q) any claim, whether direct or derivative, arising from being a shareholder of the Company, Shareablee or any other Released Party; (ii) any allegation for costs, fees or other expenses including attorneys' fees incurred in, or with respect to, a Released Claim; (iii) any and all rights, benefits or claims Executive may have under any employment contract (including the Severance Agreement, Executive's Change of Control Agreement effective as of August 23, 2022 (the "***Change of Control Agreement***") and the August 22, 2022 letter agreement between Executive and the Company that memorialized terms of Executive's employment effective as of August 23, 2022 (the "***Employment Letter***")), any incentive or compensation plan or agreement (including the Plan, the award agreements thereunder (including the Comscore Option Agreement and the PRSU Agreement), the Shareablee Option Agreements and the CIP Agreement), or under any other benefit plan, program or practice; and (iv) any claim for compensation, damages or benefits of any kind not expressly set forth in this Agreement (collectively, the "***Released Claims***"). This Agreement is not intended to indicate that any such claims exist or that, if they do exist, they are meritorious. Rather, Executive is simply agreeing that, in exchange for any consideration received by Executive hereunder, any and all potential claims of this nature that Executive may have against any of the Released Parties, regardless of whether they actually exist, are expressly settled, compromised and waived. **THIS RELEASE INCLUDES MATTERS ATTRIBUTABLE TO THE SOLE OR PARTIAL NEGLIGENCE (WHETHER GROSS OR SIMPLE) OR OTHER FAULT, INCLUDING STRICT LIABILITY, OF ANY OF THE RELEASED PARTIES**.

(b) In no event shall the Released Claims include (i) any claim that arises after the date this Agreement is executed by Executive; (ii) any claim to vested benefits under an employee benefit plan that is subject to ERISA and that ERISA prevents from being released pursuant to a release agreement; or (iii) any claims that cannot be waived as a matter of law, including claims for unemployment compensation benefits, Medicaid benefits, workers' compensation insurance benefits or other public benefits to which Executive may be entitled.

(c) Notwithstanding this release of liability, *nothing in this Agreement prevents Executive from filing any non-legally waivable claim, including a challenge to the validity of this Agreement, with the Equal Employment Opportunity Commission, Securities and Exchange Commission, or any other federal, state or local governmental agency or commission (each a "**Governmental Agency**" and collectively "**Governmental Agencies**") or participating in (or cooperating with) any investigation or proceeding conducted by any Governmental Agency; however, Executive understands and agrees that, to the extent permitted by law, Executive is waiving any and all rights to recover any monetary or personal relief or recovery from any Released Party as a result of a Governmental Agency proceeding or subsequent legal*

actions. Nothing herein waives or limits (and the Released Claims do not include) Executive's right to receive an award for information provided to a Governmental Agency (including, for the avoidance of doubt, any monetary award or bounty from any Governmental Agency or regulatory or law enforcement authority in connection with any protected "whistleblower" activity) and nothing herein or in any other agreement between Executive and any Released Party shall prohibit or restrict Executive from (x) initiating communications with, providing information or making statements to, causing information to be provided to, or otherwise assisting in an investigation by, any Governmental Agency; (y) complying with a subpoena or responding to any inquiry or legal process directed to Executive from any Governmental Agency; or (z) making any disclosures that are protected under the whistleblower provisions of any applicable law. Further, nothing herein (or in the NDA (as defined below)) prevents or restricts Executive from (i) disclosing or making statements about any claim or action for discrimination, harassment or retaliation or the underlying facts, circumstances or details of any claim or action for discrimination, harassment or retaliation; (ii) disclosing factual information related to any claim of discrimination to the attorney general, law enforcement, the Equal Employment Opportunity Commission, any state division of human rights, any local commission on human rights, any governmental agency, or any attorney retained by Executive; or (iii) disclosing any facts necessary to receive unemployment insurance, Medicaid, or other public benefits. Nothing in this Agreement or in any other agreement between Executive and any Released Party requires Executive to obtain prior authorization before engaging in any conduct described in this Section 5(c) or to notify any Released Party that Executive has engaged in any such conduct.

6. Representation about Claims. Executive represents and warrants that Executive has made no assignment, sale, delivery, transfer or conveyance of any claims Executive has asserted or may have against any of the Released Parties with respect to any Released Claim.

7. Executive's Acknowledgments; Advice to Consult with Legal Counsel. *This is an important legal document, and the Company hereby advises Executive to consult with a lawyer of Executive's choosing before signing this Agreement.* By executing and delivering this Agreement, Executive expressly acknowledges and represents that:

(a) Executive has carefully read this Agreement;

(b) Executive has had sufficient time (and at least forty-five (45) days following the Separation Date) to consider this Agreement before its execution and delivery to the Company, and if Executive executes this Agreement before the end of such consideration period, Executive acknowledges that such decision was entirely voluntary and Executive had the opportunity to consider this Agreement for the entire 45-day period;

(c) Executive understands that the release of claims herein includes a release of all claims arising under the Age Discrimination in Employment Act (the "***ADEA***"), a federal statute that prohibits employers from discriminating against employees age 40 and over on the basis of age;

(d) Executive has received the following information in writing, attached hereto as Exhibit A: (1) the class, unit or group of individuals covered by this employment termination program, any eligibility factors for this program, and any time limits applicable to this program; and (2) the job titles and ages of all individuals eligible or selected for this program, and the ages of all individuals in the same job classification or organizational unit who are not eligible or selected for this program;

(e) Executive is receiving, pursuant to his execution of this Agreement, consideration in addition to anything of value to which Executive is already entitled;

(f) Executive has been advised, and hereby is advised in writing, to discuss this Agreement with an attorney before signing this Agreement, and Executive has had adequate opportunity to do so prior to executing this Agreement;

(g) Executive fully understands the final and binding effect of this Agreement, and the only promises made to Executive to sign this Agreement are those stated herein;

(h) Executive is signing this Agreement knowingly, voluntarily and of Executive's own free will; Executive relies on Executive's own judgment in entering into this Agreement; and Executive understands and agrees to each of the terms of this Agreement;

(i) The only matters relied upon by Executive and causing Executive to sign this Agreement are the provisions set forth in writing within the four corners of this Agreement, and in entering this Agreement, Executive has not relied on any representation or statement, written or oral, of any Released Party or Released Party's agent that is not set forth in this Agreement; and

(j) No Released Party has provided any tax or legal advice regarding this Agreement and Executive has had an adequate opportunity to receive sufficient tax and legal advice from advisors of Executive's own choosing such that Executive enters into this Agreement with full understanding of the tax and legal implications thereof.

8. Revocation Right. Executive has seven (7) days after signing this Agreement to revoke the waiver of claims arising under the ADEA (such seven-day period being referred to herein as the "***Revocation Period***"). In order to exercise his right to revoke the waiver of ADEA claims, Executive must provide written notice to the Company, care of Sara Dunn, Chief People Officer, via e-mail at sdunn@comscore.com so that it is received by Ms. Dunn no later than 11:59 p.m. in the time zone in which Executive resides, on the last day of the Revocation Period. If Executive elects to exercise this revocation right, this Agreement shall be voidable in its entirety at the discretion of the Company and, if the Company so chooses to void this Agreement, the Company shall then be relieved of any and all obligations to make any payments conditioned upon execution of this Agreement (including the severance benefits described in Section 2). If Executive does not revoke the waiver of claims, Executive understands and agrees that this Agreement will become fully enforceable immediately after the expiration of the Revocation Period.

9. Return of Property. Executive warrants that he has returned to the Company all property belonging to the Company or any of its affiliates, including all documents, computer files and other electronically stored information, client materials and other materials provided to Executive by the Company or any of its affiliates in the course of Executive's employment, and Executive further represents and warrants that Executive has not maintained a copy of any such materials in any form. Notwithstanding the foregoing, Executive may retain his Company-provided laptop computer provided he complies with the terms of Section 2(a)(v) above.

10. Non-Disparagement. Executive agrees not to disparage the Company or any other Released Party or otherwise take any action which could reasonably be expected to adversely affect the personal or professional reputation of any Released Party; provided, however, that nothing in this Section 10 shall prohibit or restrict Executive from (a) engaging in any activity permitted by Section 5(c) above, (b) engaging in the legal process or making any disclosure required by law, or (c) providing truthful testimony in response to a subpoena or in any legal or administrative proceeding.

11. Applicable Law. This Agreement is entered into under, and shall be governed for all purposes by, the laws of the State of Delaware without reference to the principles of conflicts of law thereof.

12. Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be subject to the arbitration and dispute resolution provisions set forth in Section 11 of that certain At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement executed by Executive on December 16, 2021 (the "***NDA***"). EACH OF THE PARTIES HERETO HEREBY

IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY OR A COURT TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

13. Counterparts. This Agreement may be executed in one or more counterparts (including electronic counterparts), each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement.

14. Amendment; Entire Agreement. Subject to Section 16 below, this Agreement may not be changed orally but only by an agreement in writing agreed to and signed by the Party to be charged. This Agreement (and, as referenced herein, the NDA, the Employment Letter, the Plan, the Comscore Option Agreement, the PRSU Agreement, the Shareablee Option Agreements and the CIP Agreement) constitutes the entire agreement of the Parties with regard to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, between Executive and any Released Party with regard to the subject matter hereof; provided, however, this Agreement complements and is in addition to (and does not supersede or replace) all other obligations of Executive (whether such obligations arise by contract, statute, common law, or otherwise) with respect to confidentiality and non-disclosure, non-disparagement, return of property, non-competition and non-solicitation. For the avoidance of doubt, Executive acknowledges and agrees that the Company's provision of the consideration set forth in Section 2 above will fully and finally satisfy any and all rights that Executive ever could have pursuant to the Severance Agreement and the Change of Control Agreement, and Executive shall not be entitled to any payments or benefits pursuant to the Severance Agreement or the Change of Control Agreement in addition to the payments described in Section 2 above.

15. Third-Party Beneficiaries. Executive expressly acknowledges and agrees that each Released Party that is not a signatory to this Agreement shall be a third-party beneficiary of Executive's releases, representations and covenants herein and shall be entitled to enforce such releases, representations and covenants as if a party hereto.

16. Severability and Modification. Any term or provision of this Agreement (or parts thereof) that renders such term or provision (or part thereof) or any other term or provision (or part thereof) of this Agreement invalid or unenforceable in any respect shall be severable and shall be modified or severed to the extent necessary to avoid rendering such term or provision (or part thereof) invalid or unenforceable, and such severance or modification shall be accomplished in the manner that most nearly preserves the benefit of the Parties' bargain hereunder.

17. Withholding of Taxes and Other Deductions. The Company may withhold from any payments made pursuant to this Agreement all federal, state, local, and other taxes and withholdings as may be required by any law or governmental regulation or ruling.

18. Continued Effectiveness of Restrictive Covenants.

(a) Executive expressly recognizes the enforceability and effectiveness of the covenants in the NDA and promises to abide by such covenants following the date Executive enters into this Agreement.

(b) For the avoidance of doubt, nothing in this Agreement or the NDA shall prohibit or restrict Executive from engaging in any activity permitted by Section 5(c) above. Further, pursuant to the federal Defend Trade Secrets Act of 2016, Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (x) is made (A) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; (y) is made to Executive's attorney in relation to a lawsuit for retaliation against Executive for reporting a suspected violation of law; or (z) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

19. Section 409A.

(a) For purposes of Section 409A of the Internal Revenue Code of 1986 ("***Section 409A***"), each installment payment provided under this Agreement shall be treated as a separate payment. To the extent that any right to reimbursement of expenses or payment of any benefit in-kind under this Agreement constitutes nonqualified deferred compensation (within the meaning of Section 409A), (i) any such expense reimbursement shall be made by the Company no later than the last day of Executive's taxable year following the taxable year in which such expense was incurred by Executive, (ii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (iii) the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year, provided that the foregoing clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Internal Revenue Code of 1986 solely because such expenses are subject to a limit related to the period in which the arrangement is in effect.

(b) Notwithstanding any provision in this Agreement to the contrary, if any payment or benefit provided for herein would be considered deferred compensation under Section 409A, then such payment or benefit shall not be paid or otherwise provided unless Executive has incurred a "separation from service" within the meaning of Section 409A, and further, if any such payment or benefit would be subject to additional taxes and interest under Section 409A if Executive's receipt of such payment or benefit is not delayed until the earlier of (i) the date of Executive's death or (ii) the date that is six months after the Separation Date (such date, the "***Section 409A Payment Date***"), then such payment or benefit shall not be provided to Executive (or Executive's estate, if applicable) until the Section 409A Payment Date.

(c) Notwithstanding the foregoing or any other provision of this Agreement, the Company makes no representations that the payments and benefits provided under this Agreement are exempt from, or compliant with, Section 409A and in no event shall any Released Party be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Executive on account of non-compliance with Section 409A.

20. Interpretation. Titles and headings to Sections hereof are for the purpose of reference only and shall in no way limit, define or otherwise affect the provisions hereof. All references herein to a statute, agreement, instrument or other document shall be deemed to refer to such statute, agreement, instrument or other document as amended, supplemented, modified and restated from time to time. The word "or" as used herein is not exclusive and is deemed to have the meaning "and/or." The words "herein", "hereof", "hereunder" and other compounds of the word "here" shall refer to the entire Agreement and not to any particular provision hereof. The use herein of the word "including" or "include" or "includes" following any general statement, term or matter shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation", "but not limited to", or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any Party hereto, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of the Parties hereto and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties.

21. **Notices**. All notices and other communications under this Agreement must be in writing and must be given by personal delivery, email transmission, or certified or registered mail with return receipt requested, when sent to the respective persons below:

If to the Company: comScore, Inc.
Attention: Sara Dunn, Chief People Officer
11950 Democracy Drive, Suite 600
Reston, Virginia 20190
E-mail: [ ]

If to Executive: Greg Dale
Address: [ ]
[ ]

Email: [ ]

Any Party may change such Party's address for notice by notice duly given pursuant to this Section 21.

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth beneath their names below, effective for all purposes as provided above.

EXECUTIVE HAS CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTANDS THIS AGREEMENT, AND SIGNS IT AS EXECUTIVE'S OWN FREE ACT.

GREG DALE

/s/ Greg Dale

Date: Jul 2, 2026

COMSCORE, INC.

By: /s/ Sara Dunn
Name: Sara Dunn
Title: Chief People Officer

Date: Jul 2, 2026

COMSCORE, INC.

Restricted Stock Units Award Agreement

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

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

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

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

4. **Vesting of RSUs**. The RSUs covered by this Agreement shall become nonforfeitable and payable to the Grantee pursuant to **Section 5** hereof in _____ installment(s), with _____ of the RSUs vesting on _____, so long as the Grantee remains in continuous service with the Company or a Subsidiary until [each] such date (the period from the Date of Grant until [the last] such vesting date, the "***Vesting Period***"). Subject to the terms of the Plan, RSUs that do not so become nonforfeitable will be forfeited, including if the Grantee ceases to be in continuous service with the Company or a Subsidiary prior to the end of the 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, Director or consultant to the Company or a Subsidiary. Continuous service shall not be considered interrupted or terminated in the case of transfers between locations of the Company and its Subsidiaries. Further, continuous service shall not be considered interrupted or terminated in the case of the Grantee's cessation of service as an Employee, Director or consultant to the Company or a Subsidiary (each, a "***Participant Class***"), so long as the Grantee continues serving in another Participant Class. Notwithstanding the foregoing, provided that any of the RSUs covered by this Agreement have not yet become vested pursuant to the above schedule, any such unvested RSUs shall immediately become fully vested if, within one year following a Change in Control, the Grantee's service relationship with the Company is terminated (i) by the Company without Cause (as defined in the Grantee's Change of Control and Severance Agreement with the Company (the "Severance Agreement")) or (ii) by the Grantee for Good Reason (as defined in the Severance Agreement). Any such termination date shall be treated as a Vesting Date for purposes of this Agreement, and any such vesting is subject to the Grantee's timely entry into a release of claims in a form acceptable to the Company.

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

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

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

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

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

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

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

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

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

(b) From and after the Date of Grant and until the earlier of (i) the time when the RSUs are paid in accordance with **Section 5** hereof or (ii) the time when the Grantee's right to receive Common Stock in payment of the RSUs is forfeited in accordance with **Section 4**

hereof, on the date that the Company pays a cash dividend (if any) to holders of Common Stock generally, the Grantee shall be credited with cash per RSU equal to the amount of such dividend. Any amounts credited pursuant to the immediately preceding sentence shall be subject to the same applicable terms and conditions (including vesting, payment and forfeitability) as apply to the RSUs based on which the dividend equivalents were credited, and such amounts shall be paid in cash at the same time as the RSUs to which they relate are settled.

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

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

8. **Withholding Taxes**. To the extent that the Company is required to withhold federal, state, local or foreign taxes or other amounts in connection with the delivery to the Grantee of Common Stock or any other payment to the Grantee or any other payment or vesting event under this Agreement, the Grantee agrees that the Grantee will satisfy such requirement in a manner determined by the Committee prior to any payment to the Grantee, including but not limited to a "sell to cover" transaction through a bank or broker. It shall be a condition to the obligation of the Company to make any such delivery or payment that the Grantee has satisfied such requirement in the form or manner specified by the Company. In no event will the market value of the Common Stock to be withheld, sold and/or delivered pursuant to this **Section 8** to satisfy applicable withholding taxes exceed the maximum amount of taxes or other amounts that could be required to be withheld without creating adverse accounting treatment for the Company with respect to the award of RSUs covered by this Agreement, as determined by the Committee.

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

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

any taxes, penalties, interest, or other expenses that may be incurred by the Grantee on account of non-compliance with Section 409A of the Code.

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

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

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

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

15. **Severability and Waiver**. In the event that one or more of the provisions of this Agreement shall be invalidated for any reason by a court of competent jurisdiction, any provision so invalidated shall be deemed to be separable from the other provisions hereof, and the remaining provisions hereof shall continue to be valid and fully enforceable. Waiver by any party of any breach of this Agreement or failure to exercise any right hereunder shall not be

deemed to be a waiver of any other breach or right. The failure of any party to take action by reason of such breach or to exercise any such right shall not deprive the party of the right to take action at any time while or after such breach or condition giving rise to such right continues.

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

COMSCORE, INC.

By: _____
Name:
Title:

GRANTEE

By: _____
Name:

COMSCORE, INC.

Stock Option Grant Notice

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

Type of Option:	Non-Qualified Stock Option
Grantee:	
Date of Grant:	
Total Number of Shares Subject to this Option:	
Exercise Price:	
Expiration Date:	
Vesting Schedule:	Subject to the Agreement, the Plan and the other terms and conditions set forth herein, this Option shall vest and become exercisable in accordance with the following schedule, so long as you remain in continuous service with the Company or a Subsidiary from the Date of Grant through each such vesting date:

Vesting Date	**Number of Shares Subject to the Option That Become Vested**

Notwithstanding the foregoing, this Option shall immediately become fully vested if, within one year following a Change in Control, your service relationship is terminated (i) by the Company without Cause (as defined in your Change of Control and Severance Agreement with the Company (the "***Severance Agreement***")) or (ii) by you for Good Reason (as defined in the Severance Agreement), in either case subject to your timely entry into a release of claims in a form acceptable to the Company.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

COMSCORE, INC.

By:_____
Name:
Title:

GRANTEE

_____
Name:

EXHIBIT A

Stock Option Agreement

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

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

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

3. **Exercise of Option**.

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

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

(i) Termination Due to Death or Disability. Upon a termination of the Grantee's service with the Company or a Subsidiary due to the Grantee's death or Disability (as defined in the Severance Agreement), then the portion of this Option that is vested may be exercised by the Grantee (or the Grantee's estate or the person who

acquires this Option by will or the laws of descent and distribution or otherwise by reason of the death of the Grantee) at any time during the period ending on the earlier to occur of (A) the date that is one year following the date of such termination or (B) the Expiration Date set forth in the Grant Notice (the "***Expiration Date***").

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

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

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

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

(d) The Exercise Price for the shares of Common Stock as to which this Option is exercised shall be paid in full at the time of exercise (i) in cash (including check, bank draft or money order payable to the order of the Company or wire transfer of immediately available funds), (ii) if permitted by the Committee in its sole discretion, by delivering or constructively tendering to the Company shares of Common Stock having a Market Value per Share equal to the Exercise Price (provided such shares used for this purpose must have been held by the Grantee for such minimum period of time as may be established from time to time by the Committee to avoid adverse accounting consequences), (iii) if permitted by the Committee in its sole discretion, through a "cashless exercise" in accordance with a Company-established policy or program for the same, (iv) if permitted by the Committee in its sole discretion, by "net issuance exercise" pursuant to which the Company reduces the number of shares of Common Stock otherwise deliverable upon exercise of this Option by a number of shares with an

aggregate Market Value per Share equal to the aggregate Exercise Price at the time of exercise or (v) by any combination of the foregoing. No fraction of a share of Common Stock shall be issued by the Company upon exercise of an Option or accepted by the Company in payment of the Exercise Price thereof; rather, the Grantee shall provide a cash payment for such amount as is necessary to effect the issuance and acceptance of only whole shares of Common Stock.

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

5. **Rights as a Stockholder**.

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

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

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

7. **Withholding Taxes**.

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

obligated to permit a "net issuance exercise" to satisfy any applicable tax withholding obligations. It shall be a condition to the obligation of the Company to make any such delivery or payment that the Grantee has satisfied such requirement in the form or manner specified by the Company. In no event will the market value of the Common Stock to be withheld, sold and/or delivered pursuant to this **Section 7** to satisfy applicable withholding taxes exceed the maximum amount of taxes or other amounts that could be required to be withheld without creating adverse accounting treatment for the Company with respect to this award, as determined by the Committee.

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

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

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

10. Headings; References; Interpretation. Headings are for convenience only and are not deemed to be part of this Agreement. The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole,

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

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

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

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

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

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

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

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

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

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

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

20. **Counterparts**. The Grant Notice may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and

the same agreement. Delivery of an executed counterpart of the Grant Notice by facsimile or in electronic format shall be effective as delivery of a manually executed counterpart of the Grant Notice.

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

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

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

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

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

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

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

[Remainder of Page Intentionally Blank]

COMSCORE, INC.

Restricted Stock Units Award Agreement

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

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

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

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

4. **Vesting of RSUs**. The RSUs covered by this Agreement shall become nonforfeitable and payable to the Grantee pursuant to **Section 5** hereof on _____, so long as the Grantee remains in continuous service with the Company or a Subsidiary until such date (the period from the Date of Grant until the vesting date, the "***Vesting Period***"). Subject to the terms of the Plan, RSUs that do not so become nonforfeitable will be forfeited, including if the Grantee ceases to be in continuous service with the Company or a Subsidiary prior to the end of the 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, Director or consultant to the Company or a Subsidiary. Continuous service shall not be considered interrupted or terminated in the case of transfers between locations of the Company and its Subsidiaries. Further, continuous service shall not be considered interrupted or terminated in the case of the Grantee's cessation of service as an Employee, Director or consultant to the Company or a Subsidiary (each, a "***Participant Class***"), so long as the Grantee continues serving in another Participant Class.

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

(a) Payment for the RSUs, after and to the extent they have become nonforfeitable, shall be made in the form of Common Stock. Payment shall be made as soon as administratively practicable following the date that the RSUs become nonforfeitable pursuant to **Section 4** hereof (but, unless the Grantee enters into a deferral arrangement in accordance with procedures established by the Company, in no event later than required to satisfy the short-term deferral exemption under Section 409A of the Code).

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

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

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

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

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

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

8. **Withholding Taxes**. To the extent that the Company is required to withhold federal, state, local or foreign taxes or other amounts in connection with the delivery to the Grantee of Common Stock or any other payment to the Grantee or any other payment or vesting event under this Agreement, the Grantee agrees that the Grantee will satisfy such requirement in a manner determined by the Administrator 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 Administrator.

9. **Compliance with Law**. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws; provided, however, notwithstanding any

other provision of the Plan and this Agreement, the Company shall not be obligated to issue any Common Stock pursuant to this Agreement if the issuance thereof would result in a violation of any such law.

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

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

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

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

14. **Entire Agreement; Amendments**. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and contains all the covenants, promises, representations, warranties and agreements between the parties with respect to the grant of the RSUs. Without limiting the scope of the preceding sentence, except as provided therein, all prior understandings and agreements, if any, among the parties hereto relating to the subject matter hereof are hereby null and void and of no further force and effect. Any amendment to the Plan shall be deemed to be an amendment to this Agreement to the extent that

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

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

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

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

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

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

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

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

Plan, (c) understands the terms and conditions of this Agreement and the Plan and (d) agrees to such terms and conditions.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

COMSCORE, INC.

By: _____
Name:
Title:

GRANTEE

By: _____
Name:

COMSCORE, INC.

Stock Option Grant Notice

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

Type of Option:	Non-Qualified Stock Option
Grantee:	
Date of Grant:	
Total Number of Shares Subject to this Option:	
Exercise Price:	
Expiration Date:	
Vesting Schedule:	Subject to the Agreement, the Plan and the other terms and conditions set forth herein, this Option shall vest and become exercisable in accordance with the following schedule, so long as you remain in continuous service with the Company or a Subsidiary from the Date of Grant through each such vesting date:

Vesting Date	**Number of Shares Subject to the Option That Become Vested**

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

COMSCORE, INC.

By:_____
Name:
Title:

GRANTEE

_____
Name:

EXHIBIT A

Stock Option Agreement

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

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

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

3. **Exercise of Option**.

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

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

(i) Termination Due to Death or Disability. Upon a termination of the Grantee's service with the Company or a Subsidiary due to the Grantee's death or disability, then the portion of this Option that is vested may be exercised by the Grantee (or the Grantee's estate or the person who acquires this Option by will or the laws of descent

and distribution or otherwise by reason of the death of the Grantee) at any time during the period ending on the earlier to occur of (A) the date that is one year following the date of such termination or (B) the Expiration Date set forth in the Grant Notice (the "***Expiration Date***").

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

(iii) Termination for Cause. Upon a termination of the Grantee's service with the Company or a Subsidiary by the Company or a Subsidiary for Cause (defined as (i) the Grantee's indictment, plea of nolo contendere or conviction, of any felony or of any crime involving dishonesty by the Grantee; (ii) a material breach by the Grantee of his or her duties or of a Company policy that is not cured by the Grantee within 30 days following written notice of the same to the Grantee by the Company, to the extent such breach is curable; or (iii) a commission of any act of dishonesty, embezzlement, theft, fraud or misconduct (including harassment) by the Grantee with respect to the Company, any of which in the good faith and reasonable determination of the Administrator is materially detrimental to the Company, its business or its reputation), then this Option shall immediately terminate and cease to be exercisable as of the date of such termination.

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

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

(d) The Exercise Price for the shares of Common Stock as to which this Option is exercised shall be paid in full at the time of exercise (i) in cash (including check, bank draft or money order payable to the order of the Company or wire transfer of immediately available funds), (ii) if permitted by the Administrator in its sole discretion, by delivering or constructively tendering to the Company shares of Common Stock having a Market Value per Share equal to the

Exercise Price (provided such shares used for this purpose must have been held by the Grantee for such minimum period of time as may be established from time to time by the Administrator to avoid adverse accounting consequences), (iii) if permitted by the Administrator in its sole discretion, through a "cashless exercise" in accordance with a Company-established policy or program for the same, (iv) if permitted by the Administrator in its sole discretion, by "net issuance exercise" pursuant to which the Company reduces the number of shares of Common Stock otherwise deliverable upon exercise of this Option by a number of shares with an aggregate Market Value per Share equal to the aggregate Exercise Price at the time of exercise or (v) by any combination of the foregoing. No fraction of a share of Common Stock shall be issued by the Company upon exercise of an Option or accepted by the Company in payment of the Exercise Price thereof; rather, the Grantee shall provide a cash payment for such amount as is necessary to effect the issuance and acceptance of only whole shares of Common Stock.

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

5. **Rights as a Stockholder**.

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

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

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

7. Withholding Taxes.

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

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

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

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

losses, costs and expenses of any nature whatsoever, known or unknown, on account of, arising out of, or in any way related to the tax effects associated with the Grantee's execution of this Agreement and the Grantee's receipt, holding and exercise of this Option.

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

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

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

13. **Entire Agreement; Amendment**. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and contains all the covenants, promises, representations, warranties and agreements between the parties with respect to this Option.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Blank]

COMSCORE, INC.

Restricted Stock Units Award Agreement

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

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

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

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

4. **Vesting of RSUs**. The RSUs covered by this Agreement shall become nonforfeitable and payable to the Grantee pursuant to **Section 5** hereof in _____ installments, with _____ of the RSUs vesting on _____, so long as the Grantee remains in continuous service with the Company or a Subsidiary until each such date (the period from the Date of Grant until the last such vesting date, the "***Vesting Period***"). Subject to the terms of the Plan, RSUs that do not so become nonforfeitable will be forfeited, including if the Grantee ceases to be in continuous service with the Company or a Subsidiary prior to the end of the 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, Director or consultant to the Company or a Subsidiary. Continuous service shall not be considered interrupted or terminated in the case of transfers between locations of the Company and its Subsidiaries. Further, continuous service shall not be considered interrupted or terminated in the case of the Grantee's cessation of service as an Employee, Director or consultant to the Company or a Subsidiary (each, a "***Participant Class***"), so long as the Grantee continues serving in another Participant Class.

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

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

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

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

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

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

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

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

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

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

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

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

8. **Withholding Taxes**. To the extent that the Company is required to withhold federal, state, local or foreign taxes or other amounts in connection with the delivery to the Grantee of Common Stock or any other payment to the Grantee or any other payment or vesting event under this Agreement, the Grantee agrees that the Grantee will satisfy such requirement in a manner determined by the Administrator 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 Administrator.

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

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

11. **Interpretation**. Any reference in this Agreement to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance,

promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service.

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

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

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

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

16. **Relation to Plan**. This Agreement is subject to the terms and conditions of the Plan. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern. The Administrator acting pursuant to the Plan, as constituted from time to

time, shall, except as expressly provided otherwise herein or in the Plan, have the right to determine any questions which arise in connection with this Agreement.

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

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

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

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

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

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

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

COMPANY WILL HAVE ANY FUTURE RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT.

[SIGNATURES ON FOLLOWING PAGE]

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

COMSCORE, INC.

By: _____
Name:
Title:

GRANTEE

By: _____
Name:

COMSCORE **Exhibit 10.12**

August 20, 2026

By E-mail

Smriti Sharma
Comscore, Inc.
7 Penn Plaza, 10th Floor
New York, NY 10001

Dear Smriti:

I am pleased to inform you that the Board of Directors of Comscore, Inc. (the "Company") has appointed you as **Chief Analytics & Technology Officer** of the Company, effective August 11, 2026. In connection with your appointment, the Board has also approved enhanced cash compensation terms, eligibility for new equity incentive awards, and a new Change of Control and Severance Agreement for you, subject to your agreement to the terms set forth in this letter (this "Agreement").

Upon execution of this Agreement by you and the Company, the following terms will govern your continued employment with the Company.

1. **Base Salary**. Effective September 1, 2026, your annualized base salary will increase from $330,000 to **$400,000**. Your base salary will continue to be paid semi-monthly (on the 15th and last day of each month) in accordance with Comscore's standard payroll practices and subject to applicable payroll deductions and withholdings. Effective October 1, 2026, consistent with other members of the executive team, your base salary will be reduced by 10% such that, as of such date, your annualized base salary will be **$360,000**. By signing this Agreement, you are agreeing to this salary reduction and are waiving any notice period that may be required by your state of residence and/or employment. Your annualized base salary will revert to no less than $400,000 effective January 1, 2028.

2. **Equity Awards**. As soon as practicable (and subject to terms approved by the Board and set forth in the applicable award agreement), you will receive (a) a one-time grant of options to purchase **60,000** shares of Comscore common stock under (and pursuant to the terms of) the Company's 2018 Equity and Incentive Compensation Plan (the "Plan"), with a per share exercise price equal to the closing price per share of Comscore common stock on the date of grant, which grant will vest in equal annual installments over four years subject to your continued service with the Company through each vesting date; and (b) a one-time grant of **60,000** restricted stock units under (and pursuant to the terms of) the Plan, which grant will vest in equal annual installments over four years subject to your continued service with the Company through each vesting date, with settlement deferred until the earlier of a separation from service or a change in control of the Company, each within the meaning of Section 409A of the Internal Revenue Code.

3. **Short-Term Incentive Program**. Effective January 1, 2027, you will be eligible to participate in the Company's short-term incentive program ("STIP") with a target incentive equal to **60%** of your annualized base salary; provided, however, that for purposes of calculating any STIP award for 2027, your annualized base salary shall be deemed to be your base salary in effect immediately prior to the salary reduction described in this Agreement ($400,000). For 2026, you will be eligible to participate in the STIP with a target incentive equal to **$200,000**, of which (a) $100,000 shall be paid in cash on or before March 15, 2027, subject to your continued employment in good standing through such date; and (b) $100,000 shall be paid in cash on or before March 15, 2027, subject to (i) your continued employment in good standing through such date, (ii) the achievement of performance measures set by the Board, and (iii) the terms and conditions of the STIP as in effect from time to time. For the avoidance of doubt, you will no longer be eligible to participate in

the Company's annual incentive plan ("AIP") or any other bonus or incentive program or arrangement except as set forth in this paragraph.

4. **Change of Control and Severance Agreement**. Concurrent with the execution of this Agreement, you and the Company will enter into a new Change of Control and Severance Agreement in the form attached hereto as Exhibit A. The new Change of Control and Severance Agreement will replace and supersede in full the prior Severance Agreement, dated December 16, 2025, between you and the Company (the "Prior Agreement"), which shall be terminated upon the execution of the new Change of Control and Severance Agreement. You understand and agree that the salary reduction and other terms set forth in this Agreement shall not constitute constructive termination or "Good Reason" under[the Prior Agreement, the new Change of Control and Severance Agreement, or any other agreement, plan or policy of the Company to which you are subject. For the avoidance of doubt, nothing in this Agreement or the Change of Control and Severance Agreement will change the nature of your employment, which continues to be at will.

*****

To accept the terms of your employment memorialized in this Agreement, please sign below. We appreciate your continued leadership and service to the Company during this important time.

Sincerely,

COMSCORE, INC.

By: /s/ Sara Dunn
Sara Dunn
Chief People Officer

ACKNOWLEDGED AND AGREED:

/s/ Smriti Sharma
Smriti Sharma

Date: Aug. 20, 2026

COMSCORE, INC.

CHANGE OF CONTROL AND SEVERANCE AGREEMENT

This Change of Control and Severance Agreement (the "***Agreement***") is made and entered into by and between Smriti Sharma ("***Executive***") and comScore, Inc., a Delaware corporation (the "***Company***"), effective as of the date on which this Agreement has been executed by all parties hereto (the "***Effective Date***").

RECITALS

1. The Compensation Committee (the "***Committee***") of the Board of Directors of the Company (the "***Board***") believes that it is in the best interests of the Company and its stockholders to assure that the Company will have the continued dedication and objectivity of Executive, to provide Executive with an incentive to continue his or her employment, and to motivate Executive to maximize the value of the Company for the benefit of its stockholders.

2. The Committee believes that it is imperative to provide Executive with certain severance benefits upon Executive's termination of employment under certain circumstances. These benefits will provide Executive with enhanced financial security and incentive and encouragement to remain with the Company.

3. The Company and Executive desire to terminate the Severance Agreement, dated December 16, 2025, between the Company and Executive (the "***Prior Agreement***") in exchange for each party's entry into this Agreement.

4. Certain capitalized terms used in the Agreement are defined in Section 6 below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Term of Agreement. This Agreement shall commence on the Effective Date and shall continue until the earlier of (a) the date on which all of the obligations of the parties hereto with respect to this Agreement have been satisfied or (b) the date on which this Agreement is terminated by mutual written consent of the Company and Executive (the "***Term***").

2. At-Will Employment. The Company and Executive acknowledge that Executive's employment is and will continue to be at-will, as defined under applicable law. If Executive's employment terminates for any reason during the Term, Executive will not be entitled to any payments, benefits, damages, awards or compensation other than as provided by this Agreement, the payment of accrued but unpaid wages or other compensation, as required by law, as may otherwise be available in accordance with the Company's established employee plans, and any unreimbursed reimbursable expenses, and this Agreement supersedes all prior agreements or arrangements relating to the same (including but not limited to the Prior Agreement); provided, however, that this Agreement shall not supersede any outstanding Equity Award agreements between Executive and the Company, which agreements shall remain in effect in accordance with their terms.

3. Severance Benefits.

(a) Termination without Cause or Resignation for Good Reason Absent a Change of Control. If the Company terminates Executive's employment with the Company without Cause (and not as a result of Executive's death or Disability) or if Executive resigns from such employment for Good Reason,

and such termination occurs prior to or more than twelve (12) months after a Change of Control, then subject to Section 4, Executive will receive the following:

(i) Accrued Compensation. The Company will pay Executive all accrued but unpaid vacation, expense reimbursements, wages, and other benefits due to Executive under any Company-provided plans, policies, and arrangements (collectively, the "***Accrued Items***").

(ii) Severance Payment. Executive will be paid continuing payments of severance pay at a rate equal to Executive's base salary, as then in effect, for twelve (12) months from the date of such termination of employment, to be paid in equal installments in accordance with the Company's normal payroll policies; provided, however, that any temporary reduction in base salary shall be disregarded for purposes of calculating Executive's severance payment pursuant to this paragraph.

(iii) Short-Term Incentive. At such time as the Company pays short-term incentive awards to senior executives of the Company for the year in which Executive's termination occurs (but no later than March 15 of the following year), the Company shall pay Executive a lump sum cash amount equal to the product obtained by multiplying (A) Executive's target short-term incentive award for the year of termination of employment, by (B) a fraction, the numerator of which is the total number of days that have elapsed during the calendar year through the date of termination of employment and the denominator of which is the total number of days in such calendar year. Notwithstanding the foregoing, for purposes of any termination occurring in 2026 only, Executive's benefit pursuant to this paragraph shall be equal to the product obtained by multiplying (A) $200,000, by (B) a fraction, the numerator of which is the total number of days that have elapsed during 2026 through the date of termination of employment and the denominator of which is 365.

(iv) Continued Executive Benefits. If Executive elects continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("***COBRA***") within the time period prescribed pursuant to COBRA for Executive and Executive's eligible dependents, then the Company will (subject to the following sentences) reimburse Executive for the COBRA premiums for such coverage (at the coverage levels in effect immediately prior to Executive's termination) for the twelve (12)-month period coincident with the severance benefit period set forth above (the "***COBRA Continuation Period***"). The reimbursements will be made by the Company to Executive consistent with the Company's normal expense reimbursement policy. Executive shall be eligible to receive such COBRA reimbursement payments until the earliest of: (i) the end of the COBRA Continuation Period; (ii) the date Executive is no longer eligible to receive COBRA continuation coverage; and (iii) the date on which Executive becomes eligible to receive coverage under a group health plan sponsored by another employer (and any such eligibility shall be promptly reported to the Company by Executive); provided, however, that the election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage shall remain Executive's sole responsibility, and the Company shall not assume any obligation for payment of any such premiums relating to such COBRA continuation coverage. Notwithstanding the foregoing, should the Company determine in its sole discretion that it cannot provide the above COBRA benefits without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company will in lieu thereof provide to Executive a taxable monthly payment for the same period in an amount equal to the monthly COBRA premium Executive would be required to pay to continue his/her group health coverage in effect on the date of his/her termination of employment (which amount will be based on the premium for the first month of COBRA coverage), which payments will be made regardless of whether Executive elects COBRA continuation coverage.

(b) Termination without Cause or Resignation for Good Reason in Connection with a Change of Control. If the Company terminates Executive's employment with the Company without Cause (and not as a result of Executive's death or Disability) or if Executive resigns from such employment for Good Reason, and such termination occurs on or within twelve (12) months after a Change of Control, then subject to Section 4, Executive will receive the following:

(i) Accrued Compensation. The Company will pay Executive all Accrued Items.

(ii) Severance Payment. On the sixtieth (60th) day following the termination of employment, Executive will receive a lump sum cash payment in an amount equal to twelve (12) months of Executive's base salary as in effect immediately prior to Executive's termination date or, if greater, at the level in effect immediately prior to the Change of Control; provided, however, that any temporary reduction in base salary shall be disregarded for purposes of calculating Executive's severance payment pursuant to this paragraph.

(iii) Short-Term Incentive. On the sixtieth (60th) day following the termination of employment, the Company shall pay Executive a lump sum cash amount equal to the product obtained by multiplying (A) Executive's target short-term incentive award for the year of termination of employment, by (B) a fraction, the numerator of which is the total number of days that have elapsed during the calendar year through the date of termination of employment and the denominator of which is the total number of days in such calendar year. Notwithstanding the foregoing, for purposes of any termination occurring in 2026 only, Executive's benefit pursuant to this paragraph shall be equal to the product obtained by multiplying (A) $200,000, by (B) a fraction, the numerator of which is the total number of days that have elapsed during 2026 through the date of termination of employment and the denominator of which is 365.

(iv) Continued Executive Benefits. If Executive elects continuation coverage pursuant to COBRA within the time period prescribed pursuant to COBRA for Executive and Executive's eligible dependents, then the Company will (subject to the following sentences) reimburse Executive for the COBRA premiums for such coverage (at the coverage levels in effect immediately prior to Executive's termination) for the COBRA Continuation Period. The reimbursements will be made by the Company to Executive consistent with the Company's normal expense reimbursement policy. Executive shall be eligible to receive such COBRA reimbursement payments until the earliest of: (i) the end of the COBRA Continuation Period; (ii) the date Executive is no longer eligible to receive COBRA continuation coverage; and (iii) the date on which Executive becomes eligible to receive coverage under a group health plan sponsored by another employer (and any such eligibility shall be promptly reported to the Company by Executive); provided, however, that the election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage shall remain Executive's sole responsibility, and the Company shall not assume any obligation for payment of any such premiums relating to such COBRA continuation coverage. Notwithstanding the foregoing, should the Company determine in its sole discretion that it cannot provide the above COBRA benefits without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company will in lieu thereof provide to Executive a taxable monthly payment for the same period in an amount equal to the monthly COBRA premium Executive would be required to pay to continue his/her group health coverage in effect on the date of his/her termination of employment (which amount will be based on the premium for the first month of COBRA coverage), which payments will be made regardless of whether Executive elects COBRA continuation coverage.

(v) Vesting Acceleration of Equity Awards. Except as otherwise provided in the applicable award agreement, Executive's then outstanding and unvested Equity Awards as of the date of the termination of employment will be subject to the following treatment (and otherwise be subject to the terms consistent with the applicable plan and award agreements, including the time for payment of such awards):

(A) Equity Awards that are not subject to the attainment of performance goals will become vested in full; and

(B) Equity Awards that are subject to the attainment of performance goals will become vested in an amount equal to either (a) the target number of shares subject to the Equity Award or (b) if at least fifty percent (50%) of the applicable performance period has been completed as of

the date of termination and it would result in a greater number of shares becoming vested based on the degree of satisfaction of the applicable performance objectives though such date, the total number of shares that would have been earned had Executive remained employed through the end of the applicable performance period (as determined in good faith by the Committee), in each case less the number of shares that had already become vested as of the date of such termination of employment in respect of such Equity Award.

(c) Voluntary Resignation; Termination for Cause. If Executive's employment with the Company terminates voluntarily by Executive (other than for Good Reason) or for Cause by the Company, then Executive will not be entitled to receive severance or other benefits, except for (i) Accrued Items, and (ii) those benefits (if any) as may then be established under the Company's then-existing written benefits plans and practices or pursuant to other written agreements with the Company.

(d) Disability; Death. If the Company terminates Executive's employment as a result of Executive's Disability, or Executive's employment terminates due to his or her death, then Executive will not be entitled to receive severance or other benefits, except for (i) Accrued Items, and (ii) those benefits (if any) as may then be established under the Company's then-existing written benefits plans and practices or pursuant to other written agreements with the Company.

(e) Exclusive Remedy. In the event of a termination of Executive's employment as set forth in Section 3, the provisions of Section 3 are intended to be and are exclusive and in lieu of any other rights or remedies to which Executive otherwise may be entitled, whether at law, tort or contract, in equity, or otherwise (other than as set forth in outstanding Equity Award agreements, the Accrued Items, or as required by law). Executive will be entitled to no other benefits, compensation or other payments or rights upon a termination of employment. For the avoidance of doubt, Executive will not be entitled to any benefits, compensation or other payments or rights under the Prior Agreement.

4. Conditions to Receipt of Severance.

(a) Release of Claims Agreement. The receipt of any severance payments or benefits pursuant to this Agreement (except for the Accrued Items) is subject to Executive signing and not revoking a separation agreement and release of claims in a form acceptable to the Company (the "***Release***") and in the time provided by the Company to do so, which Release must become effective and irrevocable no later than the sixtieth (60th) day following Executive's termination of employment (the "***Release Deadline***"). If the requirements of the previous sentence are not satisfied, Executive will forfeit any right to severance payments or benefits under this Agreement. In no event will severance payments or benefits be paid or provided until the Release has been timely returned to the Company and actually becomes effective and irrevocable. Except as required by Section 4(c) or as otherwise specified in Section 3, any severance payments or benefits under this Agreement will be paid, or, in the case of installments, will commence, in the first payroll following the effective date of the Release, but not later than fourteen (14) days following the effective date of the Release.

(b) Confidential Information and Invention Assignment Agreement. Executive's receipt of any payments or benefits under Section 3 (except for the Accrued Items) will be subject to Executive continuing to comply with the terms of the at-will employment, confidential information, restrictive covenant, invention assignment and arbitration agreement (the "***Confidentiality Agreement***") most recently entered into between the Company and Executive, as such agreement may be amended from time to time. Notwithstanding anything herein to the contrary, nothing in this Agreement, the Confidentiality Agreement or any other agreement between Executive and the Company shall prevent Executive from providing information to governmental authorities regarding possible legal violations or otherwise testifying, participating in or cooperating with any investigation or proceeding by any governmental authorities (in each case without notice to or authorization from the Company), and for purposes of clarity Executive is not prohibited from providing information voluntarily to the Securities and Exchange Commission (the "***SEC***") pursuant to Section 21F of the Securities Exchange Act of 1934, as amended.

(c) Section 409A.

(i) Notwithstanding anything to the contrary in this Agreement, no severance pay or benefits to be paid or provided to Executive, if any, pursuant to this Agreement that, when considered together with any other severance payments or separation benefits, are considered deferred compensation under Section 409A of the Internal Revenue Code of 1986, as amended (the "***Code***"), and the final regulations and any guidance promulgated thereunder ("***Section 409A***") (together, the "***Deferred Payments***") will be paid or otherwise provided until Executive has a "separation from service" within the meaning of Section 409A. Similarly, no severance payable to Executive, if any, pursuant to this Agreement that otherwise would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9) will be payable until Executive has a "separation from service" within the meaning of Section 409A.

(ii) It is intended that none of the severance payments under this Agreement will constitute Deferred Payments but rather will be exempt from Section 409A as a payment that would fall within the "short-term deferral period" as described in Section 4(c)(iv) below or resulting from an involuntary separation from service as described in Section 4(c)(v) below. However, any severance payments or benefits under this Agreement that would be considered Deferred Payments will be paid on, or, in the case of installments, will not commence until, the sixtieth (60^{th}) day following Executive's separation from service, or, if later, such time as required by Section 4(c)(iii). Except as required by Section 4(c)(iii), any installment payments that would have been made to Executive during the sixty (60)-day period immediately following Executive's separation from service but for the preceding sentence will be paid to Executive on the sixtieth (60^{th}) day following Executive's separation from service and the remaining payments shall be made as provided in this Agreement.

(iii) Notwithstanding anything to the contrary in this Agreement, if Executive is a "specified employee" within the meaning of Section 409A at the time of Executive's termination (other than due to death), then the Deferred Payments, if any, that are payable within the first six (6) months following Executive's separation from service, will become payable on the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of Executive's separation from service. All subsequent Deferred Payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if Executive dies following Executive's separation from service, but before the six (6)-month anniversary of the separation from service, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of Executive's death and all other Deferred Payments will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment and benefit payable under this Agreement is intended to constitute a separate payment under Section 1.409A-2(b)(2) of the Treasury Regulations.

(iv) Any amount paid under this Agreement that satisfies the requirements of the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations will not constitute Deferred Payments for purposes of Section 4(c)(i).

(v) Any amount paid under this Agreement that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that does not exceed the Section 409A Limit will not constitute Deferred Payments for purposes of Section 4(c)(i).

(vi) The foregoing provisions are intended to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. The Company and Executive agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition before actual payment to Executive under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments

and benefits provided under this Agreement comply with Section 409A, 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 Executive on account of noncompliance with Section 409A.

(vii) To the extent any reimbursement or in-kind benefit provided under this Agreement is a Deferred Payment (i) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year; (ii) the reimbursement of an eligible expense must be made on or before the last day of the calendar year following the calendar year in which the expense was incurred; and (iii) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(d) Non-Disparagement. Following Executive's termination of employment, Executive shall not disparage the Company or otherwise take any action which could reasonably be expected to adversely affect the reputation of the Company. This paragraph will not prohibit Executive from making any disclosure required by law, engaging in the legal process, or providing truthful testimony in response to a subpoena or in any legal or administrative proceeding. Moreover, nothing in this Agreement or any other agreement between Executive and the Company shall prohibit or restrict Executive from (i) initiating communications with, providing information or making statements to, causing information to be provided to, or otherwise assisting in an investigation by, any governmental agency (including the SEC); (ii) complying with a subpoena or responding to any inquiry or legal process directed to Executive from any governmental agency; or (iii) making any disclosures that are protected under the whistleblower provisions of any applicable law. Further, nothing in this Agreement or any other agreement between Executive and the Company shall prohibit or restrict Executive from (i) disclosing or making statements about any claim or action for discrimination, harassment or retaliation or the underlying facts, circumstances or details of any claim or action for discrimination, harassment or retaliation; (ii) disclosing factual information related to any claim of discrimination to the attorney general, law enforcement, the Equal Employment Opportunity Commission, any state division of human rights, any local commission on human rights, any other governmental agency, or any attorney retained by Executive; or (iii) disclosing any facts necessary to receive unemployment insurance, Medicaid, or other public benefits. Further, pursuant to the federal Defend Trade Secrets Act of 2016, Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (x) is made (A) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; (y) is made to Executive's attorney in relation to a lawsuit for retaliation against Executive for reporting a suspected violation of law; or (z) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Nothing in this Agreement or any other agreement between Executive and the Company shall require Executive to obtain prior authorization from the Company before engaging in any conduct described in this Section 4(d) or to notify the Company that Executive has engaged in any such conduct.

5. Limitation on Payments. In the event that the severance and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Code, and (ii) but for this Section 5, would be subject to the excise tax imposed by Section 4999 of the Code, then Executive's benefits under Section 3 will be either:

(a) delivered in full, or

(b) delivered as to such lesser extent which would result in no portion of such benefits being subject to excise tax under Section 4999 of the Code,

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999 of the Code, results in the receipt by Executive on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be taxable under Section 4999 of the Code. If a reduction in severance and other benefits constituting

"parachute payments" is necessary so that benefits are delivered to a lesser extent, reduction will occur in the following order: (i) reduction of cash payments; (ii) cancellation of awards granted "contingent on a change in ownership or control" (within the meaning of Section 280G of the Code), (iii) cancellation of accelerated vesting of equity awards; (iv) reduction of employee benefits. In the event that acceleration of vesting of equity award compensation is to be reduced, such acceleration of vesting will be cancelled in the reverse order of the date of grant of Executive's equity awards.

Unless the Company and Executive otherwise agree in writing, any determination required under this Section 5 will be made in writing by the Company's independent public accountants immediately prior to a Change of Control or such other person or entity to which the parties mutually agree (the "***Accountants***"), whose determination will be conclusive and binding upon Executive and the Company. For purposes of making the calculations required by this Section 5, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive will furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section 5. The Company will bear all costs the Accountants may incur in connection with any calculations contemplated by this Section 5.

6. Definition of Terms. The following terms referred to in this Agreement will have the following meanings:

(a) Cause. "***Cause***" will mean:

(i) Executive's indictment, plea of nolo contendere or conviction, of any felony or of any crime involving dishonesty by Executive;

(ii) a material breach by Executive of Executive's duties or of a Company policy that is not cured by Executive within thirty (30) days following written notice of same to Executive by the Company, to the extent such breach is curable; or

(iii) a commission of any act of dishonesty, embezzlement, theft, fraud or misconduct (including harassment) by Executive with respect to the Company, any of which in the good faith and reasonable determination of the Board or the Committee is materially detrimental to the Company, its business or its reputation.

(b) Change of Control. "***Change of Control***" will mean the occurrence of any of the following events:

(i) Change in Ownership of the Company. A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group ("***Person***"), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than fifty percent (50%) of the total voting power of the stock of the Company, except that any change in the ownership of the stock of the Company as a result of a private financing of the Company that is approved by the Board will not be considered a Change of Control; or

(ii) Change in Effective Control of the Company. A change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12)-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this Section 6(b)(ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change of Control; or

(iii) Change in Ownership of a Substantial Portion of the Company's Assets. A change in the ownership of a substantial portion of the Company's assets which occurs on the date that any

Person acquires (or has acquired during the twelve (12)-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than fifty percent (50%) of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For purposes of this Section 6(b)(iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For these purposes, persons will be considered to be acting as a group if they are owners of an entity that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing provisions of this definition, a transaction will not be deemed a Change of Control unless the transaction qualifies as a change in control event within the meaning of Section 409A.

(c) Disability. "***Disability***" will mean that Executive is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months. Termination resulting from Disability may only be effected after at least thirty (30) days' written notice by the Company of its intention to terminate Executive's employment. In the event that Executive resumes the performance of substantially all of his or her duties hereunder before the termination of his or her employment becomes effective, the notice of intent to terminate will automatically be deemed to have been revoked.

(d) Equity Awards. "***Equity Awards***" will mean Executive's then-outstanding stock options, stock appreciation rights, restricted stock units and other Company equity compensation awards.

(e) Good Reason. "***Good Reason***" will mean Executive's termination of employment within ninety (90) days following the expiration of any cure period (referenced below) following the occurrence of one or more of the following, without Executive's consent:

(i) A material diminution in Executive's base compensation (unless such reduction is done as part of a reduction program effective for all of the Company's senior level executives); or

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

In addition, in order for a voluntary termination to be considered a termination for "Good Reason" under this Agreement, Executive must provide written notice to the Company of the existence of one or more of the above conditions within ninety (90) days of its initial existence and the Company must be provided thirty (30) days from the notice to remedy the condition. Notwithstanding the foregoing, a termination will not be considered a termination for "Good Reason" if (x) Executive's conduct is such that Executive's compensation is subject to clawback provisions under any policy or agreement of the Company, or pursuant to applicable law, statute, rule or regulation of any branch of the federal government, or (y) the event described in Section 6(e)(i) is caused by the intentional or reckless conduct of Executive.

(f) Section 409A Limit. "***Section 409A Limit***" will mean the lesser of two (2) times: (i) Executive's annualized compensation based upon the annual rate of pay paid to Executive during the Executive's taxable year preceding the Executive's taxable year of Executive's termination of employment as determined under, and with such adjustments as are set forth in, Treasury Regulation 1.409A-1(b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which Executive's employment is terminated.

7. Successors.

(a) The Company's Successors. Any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets will assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "***Company***" will include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this Section 7 or which becomes bound by the terms of this Agreement by operation of law.

(b) Executive's Successors. The terms of this Agreement and all rights of Executive hereunder will inure to the benefit of, and be enforceable by, Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

8. Notice.

(a) General. Notices and all other communications contemplated by this Agreement will be in writing and will be deemed to have been duly given when sent electronically or personally delivered, when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid, or when delivered by a private courier service such as UPS, DHL or Federal Express that has tracking capability. In the case of Executive, notices will be sent to the e-mail address or addressed to Executive at the home address, in either case which Executive most recently communicated to the Company in writing. In the case of the Company, electronic notices will be sent to the e-mail addresses of the Chief Executive Officer and the General Counsel and mailed notices will be addressed to its corporate headquarters, and all notices will be directed to the attention of its Chief Executive Officer and its General Counsel.

(b) Notice of Termination. Any termination by the Company for Cause or by Executive for Good Reason will be communicated by a notice of termination to the other party hereto given in accordance with Section 8 of this Agreement. Such notice will indicate the specific termination provision in this Agreement relied upon, will set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and will specify the termination date (which will be not more than ninety (90) days after the giving of such notice and expiration of any applicable cure period).

9. Miscellaneous Provisions.

(a) No Duty to Mitigate. Executive will not be required to mitigate the amount of any payment contemplated by this Agreement, nor will any such payment be reduced by any earnings that Executive may receive from any other source.

(b) Waiver. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

(d) Entire Agreement. This Agreement, the Equity Agreements and the Confidentiality Agreement constitute the entire agreement of the parties with regard to the subject matter hereof and are intended by the parties to supersede in their entirety all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties with respect to the

subject matter hereof. For the avoidance of doubt, this Agreement supersedes and replaces the Prior Agreement in its entirety, and the Prior Agreement will terminate as of the Effective Date. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by duly authorized representatives of the parties hereto and which specifically mentions this Agreement.

(e) Compensation Recovery. Notwithstanding anything in this Agreement to the contrary, Executive acknowledges and agrees that this Agreement and any compensation described herein are subject to the terms and conditions of the Company's clawback policy (if any) as may be in effect from time to time, including to implement Section 10D of the Securities Exchange Act of 1934, as amended, and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the common stock of the Company may be traded) (the "***Compensation Recovery Policy***"), and that applicable sections of this Agreement and any related documents shall be deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof.

(f) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision hereof, which will remain in full force and effect.

(g) Withholding. All payments made pursuant to this Agreement will be subject to withholding of applicable income, employment and other taxes.

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

[Signature Page to Follow]

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year set forth below.

COMPANY COMSCORE, INC.

By: /s/ Sara Dunn

Name: Sara Dunn

Title: Chief People Officer

Date: Aug. 20, 2026

EXECUTIVE By: /s/ Smriti Sharma

Name: Smriti Sharma

Date: Aug. 20, 2026

SIGNATURE PAGE TO
CHANGE OF CONTROL AND SEVERANCE AGREEMENT

Exhibit 31.1

CERTIFICATIONS

I, Matt McLaughlin, certify that:

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

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

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

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

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

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

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

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

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

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

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

/s/ Matt McLaughlin

Matt McLaughlin
Chief Executive Officer
(Principal Executive Officer)

Date: November 16, 2026

Exhibit 31.2

CERTIFICATIONS

I, Mary Margaret Curry, certify that:

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

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

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

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

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

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

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

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

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

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

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

/s/ Mary Margaret Curry

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

Date: November 16, 2026

Exhibit 32.1

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

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

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

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

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

/s/ Matt McLaughlin

Matt McLaughlin
Chief Executive Officer
(Principal Executive Officer)

Date: November 16, 2026

Exhibit 32.2

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

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

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

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

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

/s/ Mary Margaret Curry

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

Date: November 16, 2026